IMPORTANT NOTICE

You must read the following disclaimer before continuing

THIS OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE TRANSMITTED INTO OR DISTRIBUTED WITHIN THE U.S. TO ANY PERSON UNLESS SUCH PERSON IS BOTH A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") (AS DEFINED IN RULE 144A ("**RULE 144A**") UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**")) IN RELIANCE ON RULE 144A AND A "QUALIFIED PURCHASER" ("**QP**") FOR THE PURPOSES OF SECTION 3(c)(7) OF THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"), IN EACH CASE FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO THE DISTRIBUTION THEREOF OR OF THE SECURITIES DESCRIBED HEREIN (EXCEPT IN ACCORDANCE WITH RULE 144A).

FURTHER, THIS OFFERING CIRCULAR MAY NOT BE TRANSMITTED OR DISTRIBUTED OUTSIDE OF THE U.S. OTHER THAN TO ANY PERSON THAT IS NOT A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**") WITH A VIEW TO PURCHASING THE SECURITIES DESCRIBED HEREIN IN AN "OFFSHORE TRANSACTION" WITHIN THE MEANING OF REGULATION S.

THIS OFFERING CIRCULAR IS NOT A PROSPECTUS FOR THE PURPOSES OF REGULATION (EU) 2017/1129 (AS AMENDED, THE "EU PROSPECTUS REGULATION") OR FOR THE PURPOSES OF SUCH REGULATION AS IT FORMS PART OF UK DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE "UK PROSPECTUS REGULATION"), EACH AS MAY BE AMENDED OR SUPERSEDED FROM TIME TO TIME, OR ANY IMPLEMENTING LEGISLATION OR RULES RELATING THERETO.

The following disclaimer applies to the document attached following this notice (the "**document**") and you are therefore required to read this disclaimer page carefully before reading, accessing or making any other use of the document. In accessing the document, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

The Issuer is presumptively a "covered fund" for the purposes of the Volcker Rule. The Issuer does not intend to qualify for the "loan securitization" exclusion set forth in the implementing regulations of the Volcker Rule. See "*Risk Factors – Regulatory Initiatives – Volcker Rule*."

The document is only being provided to you at your request as a general explanation of the structure of the transaction described therein and is not intended to constitute or form part of an offer to sell or an invitation or solicitation of an offer to sell the Notes described therein, nor shall it (or any part of it), or the fact of its distribution, form the basis of or be relied on in connection with any contract therefor.

Nothing in this electronic transmission constitutes an offer of securities for sale in any jurisdiction where it is unlawful to do so. The Notes (as defined in the attached document) have not been, and will not be, registered under the Securities Act, or the securities laws of any state of the U.S. or any other jurisdiction and the Notes may not be offered or sold within the U.S. or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) ("**US Persons**"), except pursuant to an exemption from, or in

a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws.

Confirmation of Your Representation: In order to be eligible to view the document or make an investment decision with respect to the Notes, each investor must either be (a) a person that is both a QIB and a QP, or (b) a non-U.S. Person with a view to purchasing the securities described herein in "offshore transactions" (within the meaning of Regulation S). The document is being sent at your request and by accepting the e-mail and accessing the document, you shall be deemed to have represented to us that: (1) you and any customers that you represent are either (a) persons that are both QIBs and QPs; or (b) non-U.S. Persons and that the electronic email address that you gave us and to which this email has been delivered is not located in the U.S.; (2) such acceptance and access to the document by you and any customers that you represent is not unlawful in the jurisdiction where it is being made to you and any customers that you represent; (3) you consent to delivery of the document by electronic transmission; and (4) you consent to accept delivery by electronic transmission of any supplemental prospectuses on distribution and publication of the same.

The document has been sent to you in the belief that you are (a) a person in member states of the European Economic Area ("**EEA**") or the United Kingdom ("**UK**") that is a "qualified investor" within the meaning of the EU Prospectus Regulation or the UK Prospectus Regulation ("**Qualified Investor**"), (b) in the UK, a person of the kind described in Article 49(2)(a) to (d) (*High net worth companies, unincorporated associations, etc.*) of the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) or who otherwise falls within an exemption set forth in such Order so that section 21(1) of the Financial Services and Markets Act 2000 (as amended) does not apply to the Issuer; and (c) a person to whom the document can be sent lawfully in accordance with all other applicable securities laws (including any legal entity which is a Qualified Investor). If this is not the case then you must return the document immediately.

The document has been sent to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of Adagio XII EUR CLO Designated Activity Company, NATIXIS or AXA Investment Managers US Inc. (or any person who controls either of them or any director, officer, employee or agent of either of them, or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the document distributed to you in electronic format and the hard copy version available to you on request from NATIXIS or the Issuer.

You are reminded that the document has been delivered to you on the basis that you are a person into whose possession the document may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver the document to any other person.

Restrictions: Nothing in this electronic transmission constitutes an offer of securities for sale in the U.S. or any other jurisdiction. Any securities to be issued have not been and will not be registered under the Securities Act or the securities laws of any state of the U.S. and may not be offered or sold in the U.S. or to or for the account or benefit of any U.S. Person unless registered under the Securities Act or pursuant to an exemption from such registration.

DISTRIBUTION OF THE OFFERING CIRCULAR TO ANY PERSONS OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE ISSUER OR NATIXIS AND THEIR RESPECTIVE AGENTS, AND ANY PERSONS RETAINED TO ADVISE THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE ISSUER OR NATIXIS IS UNAUTHORISED. ANY PHOTOCOPYING, DISCLOSURE OR ALTERATION OF THE CONTENTS OF THE OFFERING CIRCULAR, AND ANY FORWARDING OF A COPY OF THE

OFFERING CIRCULAR OR ANY PORTION THEREOF BY ELECTRONIC MAIL OR ANY OTHER MEANS TO ANY PERSON OTHER THAN THE PERSON RECEIVING THIS ELECTRONIC TRANSMISSION FROM THE ISSUER OR NATIXIS IS PROHIBITED. BY ACCEPTING DELIVERY OF THIS OFFERING CIRCULAR, THE RECIPIENT AGREES TO THE FOREGOING.

Adagio XII EUR CLO Designated Activity Company
(a designated activity company incorporated under the laws of Ireland, under company number 765460)

€2,000,000 Class X Senior Secured Floating Rate Notes due 2037
€217,000,000 Class A Senior Secured Floating Rate Notes due 2037
€35,000,000 Class B Senior Secured Floating Rate Notes due 2037
€21,000,000 Class C Deferrable Mezzanine Floating Rate Notes due 2037
€26,250,000 Class D Deferrable Mezzanine Floating Rate Notes due 2037
€14,000,000 Class E Deferrable Junior Floating Rate Notes due 2037
€14,000,000 Class F Deferrable Junior Floating Rate Notes due 2037
€23,700,000 Subordinated Notes due 2037

On or about 29 August 2024 (the "**Issue Date**") Adagio XII EUR CLO Designated Activity Company (the "**Issuer**") will issue the Class X Notes, Class A Notes, the B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes (each as defined herein).

The assets securing the Notes (as defined below) will consist predominantly of a portfolio of Secured Senior Loans and Secured Senior Bonds, Mezzanine Obligations, Corporate Rescue Loans, Loss Mitigation Obligations and High Yield Bonds managed by AXA Investment Managers US Inc. (the "**Investment Manager**").

The Class X Notes, Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are collectively referred to herein as the "**Rated Notes**" and the Rated Notes together with the Subordinated Notes are collectively referred to herein as the "**Notes**".

The Notes will be issued and secured pursuant to a trust deed dated on or about the Issue Date, as may be amended and/or restated and/or supplemented from time to time (the "**Trust Deed**"), and made between (amongst others) the Issuer and BNY Mellon Corporate Trustee Services Limited, in its capacity as trustee (the "**Trustee**").

The Issuer is presumptively a "covered fund" for the purposes of the Volcker Rule. The Issuer does not intend to qualify for the "loan securitization" exclusion set forth in the implementing regulations of the Volcker Rule. See "*Risk Factors – Regulatory Initiatives – Volcker Rule*."

Interest on the Notes will be payable quarterly in arrear on 20 January, 20 April, 20 July and 20 October prior to the occurrence of a Frequency Switch Event (as defined herein) and semi-annually in arrear on 20 January and 20 July (where the Payment Date (as defined herein) immediately following the occurrence of a Frequency Switch Event falls in either January or July) or on 20 April and 20 October (where the Payment Date immediately following the occurrence of a Frequency Switch Event falls in either April and October) following the occurrence of a Frequency Switch Event (or, in each case, if such day is not a Business Day (as defined herein), then on the next succeeding Business Day (unless it would fall in the following month, in which case it shall be moved to the immediately preceding Business Day)) in each year, commencing on 20 April 2025 and ending on the Maturity Date (as defined below) in accordance with the Priorities of Payment described herein.

The Notes will be subject to Optional Redemption, Mandatory Redemption and Special Redemption, each as described herein. See Condition 7 (*Redemption and Purchase*).

SEE THE SECTION ENTITLED "RISK FACTORS" HEREIN FOR A DISCUSSION OF CERTAIN FACTORS TO BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE NOTES.

The Offering Circular does not constitute a prospectus for the purposes of Article 6 of Directive 2017/1129/EU (as such regulation may be amended or superseded from time to time, the "**EU Prospectus Regulation**") or, for the purposes of such regulation as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, the "**EUWA**"), 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, the "**UK Prospectus Regulation**"). The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the EU Prospectus Regulation or the UK Prospectus Regulation. Application has been made to The Irish Stock Exchange plc trading as Euronext Dublin (the "**Euronext Dublin**") for the Notes to be admitted to the official list (the "**Official List**") and trading on the Global Exchange Market of Euronext Dublin (the "**Global Exchange Market**") which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of Directive 2014/65/EU or Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA ("**UK MiFIR**"). Application has been made to Euronext Dublin to approve this document as Listing Particulars.

The Notes represent limited recourse obligations of the Issuer which are payable solely out of amounts received by or on behalf of the Issuer in respect of the Collateral (as defined herein). The net proceeds of the realisation of the security over the Collateral upon acceleration of the Notes following an Event of Default (as defined herein) may be insufficient to pay all amounts due to the Noteholders (as defined herein) after making payments to other creditors of the Issuer ranking prior thereto or *pari passu* therewith. In the event that there is a shortfall in such proceeds, the Issuer will not be obliged to pay, and the other assets (including the Irish Excluded Assets (as defined herein)) of the Issuer will not be available for payment of such shortfall, all claims in respect of which shall be extinguished. See Condition 4 (*Security*).

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") AND THE NOTES WILL BE OFFERED ONLY: (A) OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**")); AND (B) WITHIN THE UNITED STATES TO PERSONS AND OUTSIDE THE UNITED STATES TO U.S. PERSONS (AS SUCH TERM IS DEFINED IN REGULATION S ("**U.S. PERSONS**")), IN EACH CASE, WHO ARE BOTH QUALIFIED INSTITUTIONAL BUYERS (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT) IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT AND QUALIFIED PURCHASERS FOR THE PURPOSES OF SECTION 3(C)(7) OF THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE ISSUER WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT. INTERESTS IN THE NOTES WILL BE SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER, AND EACH PURCHASER OF THE NOTES OFFERED HEREBY IN MAKING ITS PURCHASE WILL BE REQUIRED TO OR DEEMED TO HAVE MADE CERTAIN ACKNOWLEDGEMENTS, REPRESENTATIONS AND AGREEMENTS. SEE "*PLAN OF DISTRIBUTION*" AND "*TRANSFER RESTRICTIONS*".

It is a condition of the issue and sale of the Notes that the Notes (except for the Subordinated Notes) be issued with at least the following ratings from S&P Global Ratings UK Limited ("**S&P**") and Fitch Ratings Limited ("**Fitch**" and, together with S&P, the "**Rating Agencies**", and each, a "**Rating Agency**"): the Class X Notes: "AAA(sf)" from S&P and "AAAsf" from Fitch; the Class A Notes: "AAA(sf)" from S&P and "AAAsf" from Fitch; the Class B Notes: "AA(sf)" from S&P and "AAsf" from Fitch; the Class C Notes: "A(sf)" from S&P and "Asf" from Fitch; the Class D Notes: "BBB-(sf)" from S&P and "BBB-sf" from Fitch; the Class E Notes: "BB-(sf)" from S&P and "BB-sf" from Fitch

and the Class F Notes: "B-(sf)" from S&P and "B-sf" from Fitch. The Subordinated Notes will not be rated.

Any investment in the Notes does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland (the "**Central Bank**"). The Issuer is not regulated by the Central Bank by virtue of the issue of the Notes.

The Notes are being offered by the Issuer through NATIXIS in its capacity as arranger (the "**Arranger**") and as initial purchaser (the "**Initial Purchaser**") of such Notes subject to prior sale, when, as and if delivered to and accepted by the Initial Purchaser, and to certain conditions. It is expected that delivery of the Notes will be made on or about the Issue Date. The Initial Purchaser may offer the Notes at prices as may be negotiated at the time of sale which may vary among different purchasers and which may be different to the issue price of the Notes.

NATIXIS

as Arranger and Initial Purchaser

The date of this Offering Circular is 28 August 2024

The Issuer accepts responsibility for the information contained in this document and to the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Investment Manager accepts responsibility for the information contained in the sections of this document headed "*Risk Factors – Relating to certain conflicts of interest – Investment Manager*", "*The Investment Manager*" and "*Description of the Investment Management and Collateral Administration Agreement – Cross Transactions, Principal Transactions and Conflicts of Interest*". To the best of the knowledge and belief of the Investment Manager (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Bank of New York Mellon SA/NV, Dublin Branch in its capacity as Collateral Administrator and the Information Agent accepts responsibility for the information contained in the section of this document headed "*The Collateral Administrator and the Information Agent*". To the best of the knowledge and belief of The Bank of New York Mellon SA/NV, Dublin Branch in its capacity as Collateral Administrator and the Information Agent (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Investment Manager in its capacity as the Retention Holder accepts responsibility for the information contained in the sections of this document headed "*The Retention Holder and Retention and Transparency Requirements – Description of the Retention Holder*", "*The Retention Holder and Retention and Transparency Requirements – The Retention – Background*", "*The Retention Holder and Retention and Transparency Requirements – Origination of Collateral Debt Obligations*" and "*The Retention Holder and Retention and Transparency Requirements – Retention Holder Credit Granting and Selection of Assets*". To the best of the knowledge and belief of the Investment Manager in its capacity as the Retention Holder (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. Except for the sections of this document headed "*Risk Factors – Relating to certain conflicts of interest – Investment Manager*", "*The Investment Manager*" and "*Description of the Investment Management and Collateral Administration Agreement – Cross Transactions, Principal Transactions and Conflicts of Interest*" in the case of the Investment Manager, "*The Collateral Administrator and the Information Agent*" in the case of The Bank of New York Mellon SA/NV, Dublin Branch and "*The Retention Holder and Retention and Transparency Requirements – Description of the Retention Holder*", "*The Retention Holder and Retention and Transparency Requirements – The Retention – Background*", "*The Retention Holder and Retention and Transparency Requirements – Origination of Collateral Debt Obligations*" and "*The Retention Holder and Retention and Transparency Requirements –Retention Holder Credit Granting and Selection of Assets*" in the case of the Investment Manager in its capacity as the Retention Holder, none of the Investment Manager, the Collateral Administrator, the Agents or the Retention Holder accept any responsibility for the accuracy and completeness of any information contained in this Offering Circular. The delivery of this Offering Circular at any time does not imply that the information herein is correct at any time subsequent to the date of this Offering Circular.

The Issuer has only made very limited enquiries with regards to the accuracy and completeness of the information under the sections entitled "*Risk Factors – Relating to certain conflicts of interest – Investment Manager*", "*The Investment Manager*", "*Description of the Investment Management and Collateral Administration Agreement – Cross Transactions, Principal Transactions and Conflicts of Interest*", "*The Collateral Administrator and the Information Agent*", "*The Retention Holder and Retention and Transparency Requirements – Description of the Retention Holder*", "*The Retention Holder and Retention and Transparency Requirements – The Retention – Background*", "*The Retention Holder and Retention and Transparency Requirements – Origination of Collateral Debt Obligations*"

and "*The Retention Holder and Retention and Transparency Requirements – Retention Holder Credit Granting and Selection of Assets*" in this Offering Circular (together, the "**Third Party Information**"). As far as the Issuer is aware and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading. Prospective investors in the Notes should not rely upon, and should make their own independent investigations and enquiries in respect of, the accuracy and completeness of the Third Party Information.

None of the Arranger, the Initial Purchaser nor any of their Affiliates, the Trustee, the Investment Manager (save in respect of the sections headed "*Risk Factors – Relating to certain conflicts of interest – Investment Manager*", "*The Investment Manager*", and "*Description of the Investment Management and Collateral Administration Agreement – Cross Transactions, Principal Transactions and Conflicts of Interest*"), the Collateral Administrator and the Information Agent (save in respect of the section headed "*The Collateral Administrator and the Information Agent*"), any Agent, any Hedge Counterparty, the Investment Manager in its capacity as the Retention Holder (save in respect of the sections headed "*The Retention Holder and Retention and Transparency Requirements – Description of the Retention Holder*", "*The Retention Holder and Retention and Transparency Requirements – The Retention – Background*", "*The Retention Holder and Retention and Transparency Requirements – Origination of Collateral Debt Obligations*" and "*The Retention Holder and Retention and Transparency Requirements – Retention Holder Credit Granting and Selection of Assets*") or any other party has separately verified the information contained in this Offering Circular and, accordingly, none of the Arranger, the Initial Purchaser nor any of their Affiliates, the Trustee, the Investment Manager (save as specified above), any Agent (save as specified above), any Hedge Counterparty, the Investment Manager in its capacity as the Retention Holder (save as specified above) or any other party (save for the Issuer as specified above) makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained in this Offering Circular or in any further notice or other document which may at any time be supplied in connection with the Notes or their distribution or accepts any responsibility or liability therefor. None of the Arranger, the Initial Purchaser (nor any of their Affiliates), the Trustee, the Investment Manager, any Agent, any Hedge Counterparty, the Investment Manager in its capacity as the Retention Holder or any other party undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the aforementioned parties which is not included in this Offering Circular. None of the Arranger, the Initial Purchaser (nor any of their Affiliates), the Trustee, the Investment Manager (save as specified above), any Agent (save as specified above), any Hedge Counterparty, the Investment Manager in its capacity as the Retention Holder (save as specified above) or any other party (save for the Issuer as specified above) accepts any responsibility for the accuracy or completeness of any information contained in this Offering Circular.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of, the Issuer, the Arranger, the Initial Purchaser or any of their Affiliates, the Investment Manager, the Collateral Administrator or any other person to subscribe for or purchase any of the Notes. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, the Arranger and the Initial Purchaser to inform themselves about and to observe any such restrictions. In particular, the communication constituted by this Offering Circular is directed only at persons who are (a) persons in member states of the European Economic Area ("**EEA**") that are "qualified investors" within the meaning of Article 2(e) of EU Regulation 2017/1129/EU ("**Qualified Investors**"), (b) in the United Kingdom ("**UK**"), are Qualified Investors of the kind described in Article 48(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, or who otherwise fall within an exemption set forth in such Order

so that section 21(1) of the Financial Services and Markets Act 2000 (as amended and including the Financial Services Act 2012) does not apply to the Issuer, and (c) persons to whom such communications can be sent lawfully in accordance with all other applicable securities laws (all such persons together being referred to as "**relevant persons**"). This communication must not be distributed to, acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this communication relates is available only to relevant persons and will be engaged in only with relevant persons. For a description of certain further restrictions on offers and sales of Notes and distribution of this Offering Circular, see "*Plan of Distribution*" and "*Transfer Restrictions*" below.

In connection with the issue and sale of the Notes, no person is authorised to give any information or to make any representation not contained in this Offering Circular and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Arranger, the Initial Purchaser, the Trustee, the Investment Manager or the Collateral Administrator. The delivery of this Offering Circular at any time does not imply that the information contained in it is correct as at any time subsequent to its date. In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. The contents of this Offering Circular should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisers prior to making a decision to invest in the Notes.

None of the Investment Manager, the Arranger, or the Trustee have separately verified the information contained herein. Accordingly, none of the Investment Manager, the Arranger, the Initial Purchaser or the Trustee makes any representation, express or implied, or accepts any responsibility with respect to the accuracy or completeness of any of the information in this Offering Circular or any document or agreement relating to the Notes or any Transaction Document. None of the Investment Manager, and the Arranger or the Initial Purchaser shall be responsible for, any matter which is the subject of, any statement, representation, warranty or covenant of the Issuer contained in the Notes or any Transaction Documents, or any other agreement or document relating to the Notes or any Transaction Document, or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof.

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to "**Euro**", "**euro**", "**€**" and "**EUR**" are to the lawful currency of the member states of the European Union ("**EU**") that have adopted and retain the single currency in accordance with the Treaty establishing the European Community, as amended from time to time; **provided** that if any member state or states ceases to have such single currency as its lawful currency (such member state(s) being the "**Exiting State(s)**"), the euro shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining member states and shall not include any successor currency introduced by the Exiting State(s), all references to "**Sterling**" and "**£**" shall mean the lawful currency of the United Kingdom and any references to "**U.S. Dollar**", "**U.S. dollar**", "**USD**" or "**$**" shall mean the lawful currency of the United States of America.

As of the date of this Offering Circular, S&P Global Ratings UK Limited ("**S&P**") and Fitch Ratings Limited ("**Fitch**") are established in the United Kingdom (the "**UK**"). Each of S&P and Fitch are included in the list of credit rating agencies published by the Financial Conduct Authority (the "**FCA**") on its website as being entitled to offer credit rating agency services in the UK under Regulation (EC) No 1060/2009 (as amended) as it forms part of UK domestic law by virtue of the EUWA, subject to amendments made by the Credit Rating Agencies (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/266) (as may be amended or superseded from time to time, the "**UK CRA Regulation**"). The ratings assigned by S&P will be endorsed by S&P Global Ratings Europe Limited ("**S&P Europe**") for

the purposes of Regulation (EC) No 1060/2009 (as amended) (the "**EU CRA Regulation**") and as of the date of this Offering Circular S&P Europe is registered under the EU CRA Regulation. The ratings assigned by Fitch will be endorsed by Fitch Ratings Ireland Limited ("**Fitch Ireland**") for the purposes of the EU CRA Regulation. Fitch Ireland is included in the list of credit rating agencies published by ESMA on its website in accordance with the EU CRA Regulation. As of the date of this Offering Circular, each of Fitch Ireland and S&P Europe is included in the list of credit rating agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the EU CRA Regulation.

In connection with the issue of the Notes, no stabilisation will take place and neither NATIXIS nor any Affiliate thereof will be acting as stabilising manager in respect of the Notes.

Any websites referred to herein do not form part of this Offering Circular.

The Issuer is not and will not be regulated by the Central Bank of Ireland as a result of issuing the Notes. Any investment in the Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland.

SECURITISATION REGULATION REQUIREMENTS

Each prospective investor in the Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction and the transaction's structure are sufficient to comply with the Securitisation Regulation Requirements or any other regulatory requirements. Notwithstanding anything in this Offering Circular none of the Issuer, the Investment Manager, any Investment Manager Related Persons, the Arranger, the Initial Purchaser, the Retention Holder, the Corporate Services Provider, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information or structure is sufficient for such purposes or any other purpose and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or structure or any failure of the transactions contemplated hereby to satisfy or otherwise comply with the Securitisation Regulation Requirements, the implementing provisions in respect of the Securitisation Regulation Requirements in their relevant jurisdiction or any other applicable legal, regulatory, or other requirements. Furthermore, the Investment Manager does not have any obligation to change the quantum or nature of its holding of the Retention Notes due to any future changes in the Retention Requirements or in the interpretation thereof. Each prospective investor in the Notes which is subject to the Due Diligence Requirements or any other regulatory requirement should consult with its own legal, accounting, regulatory and other advisors and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of which it is uncertain. See "*Risk Factors – Relating to the Notes*", "*Risk Factors – Relating to the Notes – Securitisation Regulation Requirements – Transparency Requirements*" and "*The Retention Holder and the Retention and Transparency Requirements*" below.

In relation to the reporting obligations in the Transparency Requirements, (a) the Issuer will undertake to be designated as the entity responsible to fulfil such reporting obligations and to adhere to its obligations in respect thereof and (b) the Investment Manager will undertake, subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, to reasonably assist the Issuer in complying with its obligations under the Transparency Requirements, including by providing to the Collateral Administrator (or any applicable third party reporting entity), subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, any reports, data and other information, (i) which are in the possession of the Investment Manager, (ii) which are not subject to legal or contractual restrictions on disclosure (unless the relevant information can be summarised or disclosed in an anonymised form, in accordance with such legal or contractual restrictions on disclosure), and (iii) to which the Collateral Administrator (or any applicable third party reporting entity) does not otherwise have access (in the case of the Collateral Administrator, in the ordinary course of its collateral administration duties) or which are not otherwise in the Collateral Administrator's possession, required for compliance by the Issuer with the Transparency Requirements *provided* that the Investment Manager shall not be responsible or liable for failing to provide any reports, data and other information that the Investment Manager is unable to procure or source using reasonable efforts. The Issuer (or the Reporting Agent on its behalf) shall compile (x) each Loan Report and (y) each Investor Report and the Collateral Administrator shall, following receipt thereof from the Issuer (or the Reporting Agent on behalf of the Issuer), make available at the times required by the Securitisation Regulations (i) each Loan Report, (ii) each Investor Report (iii) each Inside Information Report; and (iv) each Significant Event Report, in each case via (A) the Reporting Website which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Investment Management and Collateral Administration Agreement or such other form as may be agreed between the Issuer, the Collateral Administrator and the Investment Manager from time to time, such certificate may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely

absolutely and without enquiry or liability) that it is a Relevant Recipient and/or (B) such other method of dissemination as is required by the Securitisation Regulations or a Competent Authority (as instructed by the Issuer or the Investment Manager on its behalf and as agreed with the Collateral Administrator).

The Issuer with reasonable assistance of the Investment Manager shall procure that (i) any disclosure as required by Articles 7(1)(f) and 7(1)(g) of the Securitisation Regulations is published without delay and (ii) copies of the relevant Transaction Documents required to be disclosed pursuant to Article 7 of the Securitisation Regulations and this Offering Circular in final form are made available as soon as is reasonably practicable and in any event not later than five (5) Business Days following the Issue Date).

The Issuer intends that this Offering Circular constitutes a transaction summary overview of the main features of the transaction contemplated herein for the purposes of Article 7(1)(c) of the Securitisation Regulations.

Neither the Investment Manager nor the Collateral Administrator assumes any responsibility for the Issuer's obligations as the entity responsible for fulfilling the reporting obligations under the Transparency Requirements. In making available such information and reporting, the Collateral Administrator also assumes no responsibility or liability to any third party, including the Noteholders and potential Noteholders (including for their use and/or onward disclosure of such information, documentation and reports), and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

The Issuer shall, with reasonable assistance from the Investment Manager, notify the Central Bank of Ireland of the transaction described herein no later than 15 Business Days after the Issue Date, which notification shall include the details prescribed by the European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018 of Ireland.

With respect to the Retention Requirements, the Retention Holder will represent and undertake to the Issuer, the Trustee, the Collateral Administrator, the Arranger and the Initial Purchaser in a letter agreement that it will subscribe for on the Issue Date and continue to hold and, in each case, retain such Retention Notes thereafter on an ongoing basis in its capacity as originator for so long as any Class of Notes remains Outstanding, complying with the Retention Requirements. The Monthly Reports will include a statement as to the receipt by the Collateral Administrator of a confirmation from the Investment Manager as to the holding of the Retention Notes, which confirmation the Investment Manager will undertake, upon request, to provide to the Issuer and the Collateral Administrator on a monthly basis.

U.S. RISK RETENTION RULES

The U.S. Risk Retention Rules (as defined below) require the "sponsor" of a "securitization transaction", if any, to retain (either directly or through its "majority-owned affiliates") not less than 5.0% of the "credit risk" of "securitized assets" (as such terms are defined in the U.S. Risk Retention Rules). The U.S. Risk Retention Rules prohibit the "sponsor" or its "majority-owned affiliates", as applicable, from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the "credit risk" during the period of time that the U.S. Risk Retention Rules required that the risk be retained.

Based on the LSTA Decision and the Mandate (as defined below), it should be assumed by each prospective investor that no party involved in the transaction will obtain on the Issue Date and retain any Notes intended to satisfy the U.S. Risk Retention Rules. None of the Initial Purchaser, the Arranger, the Trustee, the Corporate Services Provider, the Issuer, the Investment Manager or the Collateral

Administrator or any of their respective affiliates or any other Person makes any representations, warranty or guarantee, and no such Person shall have any liability to any recipient of this Offering Circular or any other Person with respect to the sufficiency of information provided herein or actions described herein with respect to the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements or whether such regulations are applicable to this transaction. Each prospective investor in the Notes, to the extent it considers the U.S. Risk Retention Rules to be relevant to its decision to invest, should independently assess and determine the sufficiency, for the purposes of complying with the U.S. Risk Retention Rules, of the information set forth in this Offering Circular, and should consult with its own legal, accounting and other advisers or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and with respect to any other related requirements of which it is uncertain. See "*Risk Factors – Relating to the Notes – The Dodd Frank Act*" and "*Risk Factors – Relating to the Notes – U.S. Risk Retention Rules*".

VOLCKER RULE

Section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules (the "**Volcker Rule**") prevents "banking entities" (a term which includes U.S. banking organisations and their affiliates wheresoever located as well as non-U.S. banking organisations that have a branch or agency office in the U.S., regardless of where such banking organisation or its affiliates are located) from (i) engaging in proprietary trading in financial instruments, or (ii) acquiring or retaining any "ownership interest" in, or in "sponsoring", a "covered fund," subject to certain exemptions. In addition, in certain circumstances, the Volcker Rule restricts relevant banking entities from entering into certain transactions with covered funds. Full conformance with the Volcker Rule was required from 21 July 2015.

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund", as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the "covered fund". A "covered fund" is defined widely, and includes any issuer which would be an investment company under the Investment Company Act 1940 (the "**ICA**") but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions found in the Volcker Rule's implementing regulations.

In June 2020, the five federal agencies responsible for implementing the Volcker Rule adopted amendments to the Volcker Rule's final regulations, including changes relevant to the treatment of securitisations (the "**Volcker Changes**"). Among other things, the Volcker Changes ease certain aspects of the "loan securitization" exclusion, and create additional exclusions from the "covered fund" definition, and narrow the definition of "ownership interest" to exclude certain "senior debt interests". In addition, under the Volcker Changes, a debt interest is no longer considered an "ownership interest" solely because the holder has the right to remove or replace the manager following a cause-related default. The Volcker Changes became effective on 1 October 2020.

The Issuer (in consultation with the Investment Manager) believes that, following the effectiveness of the Volcker Changes, the Rated Notes should not be considered "ownership interests" for purposes of the Volcker Rule, and the Rated Notes should be permitted to be acquired by a banking entity without regard to whether the Issuer is a covered fund. However, the Subordinated Notes would be expected (and Rated Notes of one or more Classes could, as described in the immediately succeeding sentence, be determined) to constitute an "ownership interest" in the Issuer for such purposes, which may make them unsuitable investments for "banking entities" under the Volcker Rule and could impair their marketability and liquidity. It should be noted that the Issuer's belief 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 belief of the Issuer (or potentially deem Rated Notes of one or more subordinated Classes to constitute an "ownership interest" in the Issuer).

Prospective investors should make their own determinations as to whether their investment qualifies as an "ownership interest". If the Issuer is deemed to be a "covered fund", then in the absence of regulatory relief, the provisions of the Volcker Rule and its related regulatory provisions, will severely limit the ability of "banking entities" to hold an "ownership interest" in the Issuer or enter into certain credit related financial transactions with the Issuer. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in "ownership interests" of the Issuer should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment. If investment by "banking entities" in the Notes of any Class is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Notes.

No assurance can be made as to the effect of the Volcker Rule on the ability of certain investors subject thereto to acquire or retain an interest in the Notes. None of the Issuer, the Investment Manager, the Arranger, the Initial Purchaser, or any of their respective Affiliates makes any representation regarding (i) the status of the Issuer under the Volcker Rule (including whether it is a "covered fund" for their purposes) or (ii) the ability of any investor to acquire or hold the Notes, now or at any time in the future. Each prospective investor in the Notes should independently consider the potential impact of the Volcker Rule in respect of any investment in the Notes. See "*Risk Factors – Relating to Notes – Volcker Rule*" below. Information as to placement within the United States.

INVESTMENT COMPANY ACT

The Issuer has not been registered under the Investment Company Act in reliance on Section 3(c)(7) of the Investment Company Act. Each purchaser of an interest in the Notes (other than a non-U.S. Person outside the U.S.) will be deemed to have represented and agreed that it is a QP and will also be deemed to have made the representations set out in "*Transfer Restrictions*" herein. The purchaser of any Note, by such purchase, agrees that such Note is being acquired for its own account and not with a view to distribution and may be resold, pledged or otherwise transferred only (1) to the Issuer (upon redemption thereof or otherwise), (2) to a person the purchaser reasonably believes is a QIB which is also a QP, in a transaction meeting the requirements of Rule 144A, or (3) outside the United States to a non-U.S. Person in an offshore transaction in reliance on Regulation S, in each case, in compliance with the Trust Deed and all applicable securities laws of any state of the United States or any other jurisdiction. See "*Transfer Restrictions*".

Information as to placement within the United States

The Notes of each Class offered pursuant to an exemption from registration under Rule 144A under the Securities Act ("**Rule 144A**") (the "**Rule 144A Notes**") will be sold only to "qualified institutional buyers" (as defined in Rule 144A) ("**QIBs**") that are also "qualified purchasers" for purposes of Section 3(c)(7) of the Investment Company Act ("**QPs**"). Rule 144A Notes of each Class will each be represented on issue by beneficial interests in one or more permanent global certificates of such Class (each, a "**Rule 144A Global Certificate**" and together, the "**Rule 144A Global Certificates**") or in some cases definitive certificates (each a "**Rule 144A Definitive Certificate**" and together the "**Rule 144A Definitive Certificates**"), in each case in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear Bank SA/NV, as operator of the Euroclear system ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") or in the case of Rule 144A Definitive Certificates, the registered holder thereof. The Notes of each Class sold outside the United States to non-U.S. Persons in reliance on Regulation S ("**Regulation S**") under the

Securities Act (the "**Regulation S Notes**") will each be represented on issue by beneficial interests in one or more permanent global certificates of such Class (each, a "**Regulation S Global Certificate**" and together, the "**Regulation S Global Certificates**"), or in some cases by definitive certificates of such Class (each a "**Regulation S Definitive Certificate**" and together, the "**Regulation S Definitive Certificates**") in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg or, in the case of Regulation S Definitive Certificates, the registered holder thereof. Neither U.S. Persons nor U.S. residents (as determined for the purposes of the Investment Company Act) ("**U.S. Residents**") may hold an interest in a Regulation S Global Certificate or a Regulation S Definitive Certificate. Ownership interests in the Regulation S Global Certificates and the Rule 144A Global Certificates (together, the "**Global Certificates**") will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg and their respective participants. Notes in dematerialised, definitive fully registered form will be issued only in limited circumstances. In each case, purchasers and transferees of notes will be deemed, and in certain circumstances will be required, to have made certain representations and agreements. See "*Form of the Notes*", "*Book Entry Clearance Procedures*", "*Plan of Distribution*" and "*Transfer Restrictions*" below.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes and the offering thereof described herein, including the merits and risks involved.

THE NOTES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR APPROVED BY, ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

This Offering Circular has been prepared by the Issuer solely for use in connection with the offering of the Notes described herein (the "**Offering**") and for the listing of the Notes of each Class on the Official List of Euronext Dublin. Each of the Issuer, the Arranger and the Initial Purchaser (or its affiliates) reserves the right to reject any offer to purchase Notes in whole or in part for any reason, or to sell less than the stated initial principal amount of any Class of Notes offered hereby. This Offering Circular is personal to each offeree to whom it has been delivered by the Issuer, the Arranger and the Initial Purchaser or any Affiliate thereof and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes. Distribution of this Offering Circular to any persons other than the offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited. Any reproduction or distribution of this Offering Circular in whole or in part and any disclosure of its contents or use of any information herein for any purpose other than considering an investment in the securities offered herein is prohibited.

Disclosure

NOTWITHSTANDING ANYTHING IN THIS OFFERING CIRCULAR TO THE CONTRARY, EACH RECIPIENT (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF SUCH RECIPIENT) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT OF THE ISSUER, THE NOTES, OR THE TRANSACTIONS REFERENCED HEREIN AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) RELATING TO SUCH U.S.

FEDERAL, STATE, AND LOCAL TAX TREATMENT AND THAT MAY BE RELEVANT TO UNDERSTANDING SUCH U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT.

Available Information

To permit compliance with the Securities Act in connection with the sale of the Notes in reliance on Rule 144A, the Issuer will be required under the Trust Deed to furnish upon request to a holder or beneficial owner who is a QIB of a Note sold in reliance on Rule 144A or a prospective investor who is a QIB designated by such holder or beneficial owner the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the Issuer is neither a reporting company under section 13 or section 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from reporting pursuant to Rule 12g3-2(b) under the Exchange Act. All information made available by the Issuer pursuant to the terms of this paragraph may also be obtained during usual business hours free of charge at the office of the Issuer.

General Notice

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

THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD OR PLEDGED EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

Commodity Pool Regulation

IF TRADING OR ENTERING INTO HEDGE AGREEMENTS WOULD RESULT IN THE ISSUER'S ACTIVITIES FALLING WITHIN THE DEFINITION OF A "COMMODITY POOL" UNDER THE COMMODITY EXCHANGE ACT, THE INVESTMENT MANAGER WOULD EXPECT TO BE EXEMPT FROM REGISTRATION WITH THE COMMODITY FUTURES TRADING COMMISSION (THE "**CFTC**") AS A COMMODITY POOL OPERATOR (A "**CPO**") PURSUANT TO CFTC RULE 4.13(a)(3). THEREFORE, UNLIKE A REGISTERED CPO, THE INVESTMENT MANAGER WOULD NOT BE REQUIRED TO DELIVER A CFTC DISCLOSURE DOCUMENT TO PROSPECTIVE INVESTORS, NOR WOULD IT BE REQUIRED TO PROVIDE INVESTORS WITH CERTIFIED ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOs.

U.S. TAX

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, EACH RECIPIENT (AND EACH EMPLOYEE, REPRESENTATIVE, OR OTHER AGENT OF SUCH RECIPIENT) MAY

DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT OF THE ISSUER, THE NOTES, OR THE TRANSACTIONS REFERENCED HEREIN AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) RELATING TO SUCH U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT AND THAT MAY BE RELEVANT TO UNDERSTANDING SUCH U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT.

MIFID II Product Governance

Solely for the purposes of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, "**MiFID II**"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**distributor**") should take into consideration the manufacturer target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer target market assessment) and determining appropriate distribution channels.

UK MIFIR Product Governance

Solely for the purpose of each manufacturer's product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook, and professional clients, as defined in Regulation (EU) No 600/2014 as it forms part of 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 "UK MiFIR"); and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any distributor should take into consideration the manufacturer's target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the manufacturer's target market assessment) and determining appropriate distribution channels.

IN CONNECTION WITH THIS NEW ISSUE OF NOTES (THE "**TRANSACTION**"), NATIXIS DOES NOT ACT FOR OR PROVIDE SERVICES, INCLUDING PROVIDING ANY ADVICE, IN RELATION TO THE TRANSACTION TO ANY PERSON OTHER THAN THE ISSUER AND THE INVESTMENT MANAGER. NATIXIS WILL NOT REGARD ANY PERSON OTHER THAN THE ISSUER AND THE INVESTMENT MANAGER, INCLUDING ACTUAL OR PROSPECTIVE HOLDERS OF THE NOTES, AS ITS CLIENT IN RELATION TO THE TRANSACTION. ACCORDINGLY, NATIXIS WILL NOT BE RESPONSIBLE TO ANYONE OTHER THAN THE ISSUER FOR PROVIDING THE PROTECTIONS (REGULATORY OR OTHERWISE) AFFORDED TO ITS CLIENTS.

EU PRIIPs 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 (the "**EEA**"). For these purposes, an "**EEA Retail Investor**" means a person who is one (1) (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended or superseded, 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 Article 2 of the EU Prospectus Regulation. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**EU PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to 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.

UK PRIIPs 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 UK Retail Investor in the UK. For these purposes, a "**UK Retail Investor**" means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA (as amended) 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) ("**FSMA**") and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of 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 Article 2 of Regulation (EU) 2017/1129 as it forms part of domestic law by virtue of the EUWA, 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). Consequently no key information document required by Regulation (EU) No 1286/2014 as it forms part of 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.

SEC Marketing Rule

THIS TESTIMONIAL OR ENDORSEMENT WAS GIVEN BY NATIXIS (THE "**ENDORSER**"), WHO IS ACTING AS THE INVESTMENT MANAGER'S ARRANGER AND INITIAL PURCHASER IN CONNECTION WITH THE SALE OF CERTAIN SECURITIES IN CONNECTION WITH A CLO TRANSACTION. CASH COMPENSATION IS BEING PROVIDED TO THE ENDORSER FOR ACTING AS SUCH ROLES. THE RELATIONSHIP BETWEEN NATIXIS AND AXA INVESTMENT MANAGERS US INC. (THE "**INVESTMENT MANAGER**") CREATES CERTAIN CONFLICTS OF INTEREST INCLUDING THAT THE COMPENSATION RECEIVED BY NATIXIS CREATES AN INCENTIVE TO RECOMMEND AND OFFER THE SECURITIES OF THE CLO IN ORDER TO CLOSE THE CLO TRANSACTION. AS PART OF ITS REGULAR BUSINESS ACTIVITIES, NATIXIS MAY HAVE A VARIETY OF BUSINESS RELATIONSHIPS AND COMMERCIAL LENDING ARRANGEMENTS WITH THE CLO, THE INVESTMENT MANAGER OR ITS AFFILIATES, OR OTHER CLIENT ACCOUNTS OR INVESTMENT VEHICLES SPONSORED OR MANAGED BY THE INVESTMENT MANAGER OR ITS AFFILIATES (OR WITH THE OBLIGORS OR ISSUERS OF DEBT INSTRUMENTS OR SECURITIES HELD BY THE CLO OR ANY SUCH OTHER CLIENT ACCOUNT OR INVESTMENT VEHICLE). AS A RESULT, NATIXIS MAY HAVE INTERESTS THAT CONFLICT

WITH THE CLO AND THE PURCHASERS OF ITS SECURITIES. FOR FURTHER INFORMATION, PLEASE REVIEW THE SECTIONS TITLED "*RISK FACTORS*" AND "*RISK FACTORS – RELATING TO CERTAIN CONFLICTS OF INTEREST – THE ISSUER WILL BE SUBJECT TO VARIOUS CONFLICTS OF INTEREST INVOLVING OR RELATING TO THE INITIAL PURCHASER, THE ARRANGER AND ITS AFFILIATES*" OF THIS OFFERING CIRCULAR.

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OVERVIEW

The following Overview does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this offering circular (this "**Offering Circular**") and related documents referred to herein. Capitalised terms not specifically defined in this Overview have the meanings set out in Condition 1 (*Definitions*) under "*Terms and Conditions of the Notes*" below or are defined elsewhere in this Offering Circular. An index of defined terms appears at the back of this Offering Circular. References to a "**Condition**" are to the specified Condition in the "*Terms and Conditions of the Notes*" below and references to the "**Conditions**" are to the "*Terms and Conditions of the Notes*" below. For a discussion of certain risk factors to be considered in connection with an investment in the Notes, see "*Risk Factors*".

Issuer	Adagio XII EUR CLO Designated Activity Company, a designated activity company incorporated under the laws of Ireland
Investment Manager	AXA Investment Managers US Inc.
Trustee	BNY Mellon Corporate Trustee Services Limited
Arranger and Initial Purchaser	NATIXIS
Collateral Administrator and Information Agent	The Bank of New York Mellon SA/NV, Dublin Branch
Custodian, Account Bank, Calculation Agent Principal Paying Agent	The Bank of New York Mellon, London Branch
Transfer Agent and Registrar	The Bank of New York Mellon SA/NV, Dublin Branch

Notes

Class of Notes[1]	Principal Amount	Initial Stated Interest Rate[2]	Alternative Stated Interest Rate[3]	Fitch Ratings of at least[5]	S&P Ratings of at least[5]	Maturity Date
X	€2,000,000	3 month EURIBOR[6]+ 0.45%	6 month EURIBOR[6] + 0.45%	"AAAsf"	"AAA(sf)"	20 October 2037
A	€217,000,000	3 month EURIBOR[6]+ 1.32%	6 month EURIBOR[6] + 1.32%	"AAAsf"	"AAA(sf)"	20 October 2037
B	€35,000,000	3 month EURIBOR[6]+	6 month EURIBOR[6] +	"AAsf"	"AA(sf)"	20 October

Class of Notes[1]	Principal Amount	Initial Stated Interest Rate[2]	Alternative Stated Interest Rate[3]	Fitch Ratings of at least[5]	S&P Ratings of at least[5]	Maturity Date
		1.90%	1.90%			2037
C	€21,000,000	3 month EURIBOR[6]+ 2.45%	6 month EURIBOR[6] + 2.45%	"Asf"	"A(sf)"	20 October 2037
D	€26,250,000	3 month EURIBOR[6]+ 3.75%	6 month EURIBOR[6] + 3.75%	"BBB-sf"	"BBB-(sf)"	20 October 2037
E	€14,000,000	3 month EURIBOR[6]+ 6.25%	6 month EURIBOR[6] + 6.25%	"BB-sf"	"BB-(sf)"	20 October 2037
F	€14,000,000	3 month EURIBOR[6]+ 8.32%	6 month EURIBOR[6] + 8.32%	"B-sf"	"B-(sf)"	20 October 2037
Subordinated	€23,700,000	Residual[4]	Residual[4]	Not Rated	Not Rated	20 October 2037

1 The Issuer, the Arranger or the Initial Purchaser may offer the Notes at prices as may be negotiated at the time of sale which may vary among different purchasers and which may be different to the issue price of the Notes.

2 Applicable to each three month Accrual Period, *provided* that the rate of interest of the Rated Notes of each Class for the initial Accrual Period will be determined by reference to a straight line interpolation of six and twelve month EURIBOR.

3 Applicable to each six month Accrual Period, *provided* that the rate of interest of the Rated Notes of each Class for the period from, and including, the final Payment Date before the Maturity Date to, but excluding, the Maturity Date will, if such first mentioned Payment Date falls on or about 20 July 2037, be determined by reference to three month EURIBOR.

4 Payment of interest on the Subordinated Notes will be made on an available funds basis in accordance with the Priorities of Payment. The Applicable Margin or spread over EURIBOR, in the case of the Rated Notes, may be reduced pursuant to a refinancing in accordance with Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*).

5 A security rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by the applicable Rating Agency. As of the date of this Offering Circular, S&P and Fitch are established in the UK. As at the date of this Offering Circular, each of Fitch and S&P is included in the list of credit rating agencies published by the FCA on its website as being entitled to offer credit rating agency services in the UK under the Withdrawal Agreement, subject to amendments made by the UK CRA Regulation). The ratings assigned by S&P will be endorsed by S&P Europe for the purposes of the EU CRA Regulation and as of the date of this Offering Circular S&P Europe is registered under the EU CRA Regulation. The ratings assigned by Fitch will be endorsed by Fitch Ireland for the purposes of the EU CRA Regulation and as of the date of this Offering Circular Fitch Ireland is registered under the EU CRA Regulation. As of the date of this Offering Circular, each of Fitch Ireland and S&P Europe is included in the list of credit rating agencies published by ESMA on its website in accordance with the EU CRA Regulation. The ratings assigned by S&P and Fitch to the Class X Notes, Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned by S&P and Fitch to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest.

6 EURIBOR will be subject to a minimum of zero per cent. per annum.

Eligible Purchasers..... The Notes of each Class will be offered:

(a) outside of the United States to non-U.S. Persons in "offshore transactions" in reliance on Regulation S; and

	(b) within the United States to persons and outside the United States to U.S. Persons, in each case, who are QIB/QPs in reliance on Rule 144A.
Distributions on the Notes	
Payment Dates	20 January, 20 April, 20 July and 20 October prior to the occurrence of a Frequency Switch Event and on 20 January and 20 July (where the Payment Date immediately following the occurrence of a Frequency Switch Event falls in either January or July) or on 20 April and 20 October (where the Payment Date immediately following the occurrence of a Frequency Switch Event falls in either April or October) following the occurrence of a Frequency Switch Event in each year commencing on 20 April 2025 and ending on the Maturity Date (subject to any earlier redemption of the Notes and in each case to adjustment for non-Business Days in accordance with the Conditions).
Interest	Interest in respect of the Notes of each Class will be payable quarterly in arrear in respect of each three month Accrual Period and semi-annually in arrear in respect of each six month Accrual Period, in each case on each Payment Date (with the first Payment Date occurring on 20 April 2025) in accordance with the Interest Proceeds Priority of Payments.
Deferral of Interest.....	Failure on the part of the Issuer to pay the Interest Amounts due and payable on (x) the Class X Notes, the Class A Notes or the Class B Notes; or (y) following the occurrence of a Frequency Switch Event, the Controlling Class, in each case, in accordance with the Priorities of Payment shall not be an Event of Default unless and until such failure continues for a period of at least five (5) Business Days or, in the case of an administrative error or omission only where such failure continues for a period of at least ten Business Days, and save in each case as the result of any deduction therefrom or the imposition of any withholding thereon as set out in Condition 9 (*Taxation*). To the extent that interest payments on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes are not made on the relevant Payment Date, an amount equal to such unpaid interest will be added to the principal amount of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (as applicable) (except in respect of the Controlling Class following the occurrence of a Frequency Switch Event), and from the date such unpaid interest is added to the applicable Principal Amount Outstanding of the relevant Class of Notes, such unpaid amount will accrue interest at the

	rate of interest applicable to such Notes. See Condition 6(c) (*Deferral of Interest*). Non-payment of interest amounts due and payable on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes as a result of the insufficiency of available Interest Proceeds (except in respect of the Controlling Class following the occurrence of a Frequency Switch Event), or, with respect to the Subordinated Notes, Interest Proceeds or Principal Proceeds will not constitute an Event of Default.
Redemption of the Notes	Principal payments on the Notes may be made in the following circumstances: (a) on the Maturity Date (see Condition 7(a) (*Final Redemption*)); (b) in whole (with respect to all Classes of Rated Notes) but not in part on any Business Day following the expiry of the Non-Call Period from Sale Proceeds or Refinancing Proceeds (or any combination thereof) if directed in writing by the Subordinated Noteholders (acting by way of an Ordinary Resolution) (see Condition 7(b)(i)(A) (*Optional Redemption in Whole – Subordinated Noteholders*)); (c) on any Business Day in whole (with respect to all Classes of Rated Notes) at the option of the Subordinated Noteholders acting by way of Ordinary Resolution upon the occurrence of a Collateral Tax Event (see Condition 7(b)(i)(B) (*Optional Redemption in Whole – Subordinated Noteholders*)); (d) in part by the redemption in whole of one or more Classes of Rated Notes from Refinancing Proceeds on any Business Day following the expiry of the Non-Call Period if directed in writing by the Subordinated Noteholders (acting by way of an Ordinary Resolution), or the Investment Manager, as long as the Class of Rated Notes to be redeemed represents not less than the entire Class of such Rated Notes and subject to certain conditions (see Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*)); (e) in whole (with respect to all Classes of Rated Notes) but not in part from Sale Proceeds on any Payment Date following the expiry of the Non-Call Period if, upon or at any time following the expiry of the Non-Call Period the

Aggregate Collateral Balance is less than 15.0 per cent. of the Target Par Amount and if directed in writing by the Investment Manager (on behalf of the Issuer) (see Condition 7(b)(iii) (*Optional Redemption in Whole – Investment Manager Clean-up Call*));

(f) the Subordinated Notes may be redeemed in whole or in part in aggregate at their Redemption Price, on any Business Day following the redemption in full of all Classes of Rated Notes at the direction of either: (i) the Subordinated Noteholders acting by way of Ordinary Resolution; or (ii) the Investment Manager (on behalf of the Issuer) (see Condition 7(b)(viii) (*Optional Redemption of Subordinated Notes*));

(g) on any Payment Date on and after the Effective Date following a Determination Date on which a Coverage Test is not satisfied (to the extent such test is required to be satisfied on such Determination Date) (see Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*));

(h) on any Payment Date during the Reinvestment Period at the discretion of the Investment Manager (acting on behalf of the Issuer) following written certification by the Investment Manager to the Trustee that, using reasonable endeavours, it has been unable, for a period of 20 consecutive Business Days, to identify a sufficient quantity of additional Collateral Debt Obligations or Substitute Collateral Debt Obligations in which to invest or reinvest Principal Proceeds (see Condition 7(d) (*Special Redemption*));

(i) if, as at the Determination Date prior to the Payment Date following the Effective Date, an Effective Date Rating Event has occurred and is continuing, the Rated Notes shall be redeemed in accordance with the Note Payment Sequence on such Payment Date and thereafter on each subsequent Payment Date (to the extent required) out of Interest Proceeds and thereafter out of Principal Proceeds subject to the Priorities of Payment, in each case until redeemed in full or, if earlier, until an Effective Date Rating Event is no longer continuing (see Condition 7(e) (Redemption Upon Effective Date Rating Event));

(j) following expiry of the Reinvestment Period, on each Payment Date out of Principal Proceeds transferred to the Payment Account immediately prior to the related Payment Date (see Condition 7(f) (*Redemption Following Expiry of the Reinvestment Period*));

	(k) on any Payment Date in whole (with respect to all Classes of Notes) at the option of the Controlling Class or the Subordinated Noteholders in each case acting by way of Ordinary Resolution, following the occurrence of a Note Tax Event, subject to (i) the Issuer having failed to change the territory in which it is resident for tax purposes; and (ii) certain minimum time periods (see Condition 7(g) (*Redemption following Note Tax Event*));
	(l) at any time following an Event of Default which occurs and is continuing and has not been cured and following acceleration in accordance with Condition 10(b) (*Acceleration*) (See Condition 10 (*Events of Default*); and
	(m) the Class X Notes shall be subject to mandatory redemption in part on each of the Payment Dates beginning on (and including) the second Payment Date immediately following the Issue Date, in each case in an amount equal to the Class X Principal Amortisation Amount (see Condition 7(l) (*Mandatory Redemption of Class X Notes*)).
Non-Call Period	During the period from and including the Issue Date up to, but excluding, 28 February 2026 (the "**Non-Call Period**"), the Notes are not subject to Optional Redemption (save for upon a Collateral Tax Event, a Note Tax Event or a Special Redemption). See Condition 7(b) (*Optional Redemption*), Condition 7(d) (*Special Redemption*) and Condition 7(g) (*Redemption following Note Tax Event*).
Redemption Prices	The Redemption Price of each Class of Rated Notes will be (a) 100.0 per cent. of the Principal Amount Outstanding of the Notes to be redeemed (including, in the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, any accrued and unpaid Deferred Interest on such Notes) plus (b) accrued and unpaid interest thereon to the day of redemption. The Redemption Price for each Subordinated Note will be its *pro-rata* share (calculated in accordance with the Priorities of Payment) of the aggregate proceeds of liquidation of the Collateral, or realisation of the security thereover in such circumstances, remaining following application thereof in accordance with the Priorities of Payment.
Priorities of Payment.....	Prior to the delivery of an Acceleration Notice (deemed or otherwise) in accordance with Condition 10(b) (*Acceleration*) or following the delivery of an Acceleration Notice which has subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*) and other than in

	connection with an Optional Redemption in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*) or in connection with a redemption in whole but not in part pursuant to Condition 7(g) (*Redemption following Note Tax Event*), Interest Proceeds will be applied in accordance with the Interest Proceeds Priority of Payments and Principal Proceeds will be applied in accordance with the Principal Proceeds Priority of Payments. Upon any redemption in whole but not in part of the Notes in accordance with Condition 7(b) (*Optional Redemption*) or in accordance with Condition 7(g) (*Redemption following Note Tax Event*) or following the delivery of an Acceleration Notice (deemed or otherwise) in accordance with Condition 10(b) (*Acceleration*) which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), Interest Proceeds and Principal Proceeds and the net proceeds of enforcement of the security over the Collateral (save in respect of and for the avoidance of doubt excluding any (1) Counterparty Downgrade Collateral which is required to be paid or returned to the relevant Hedge Counterparty outside the Priorities of Payment in accordance with the relevant Hedge Agreement and (2) any Swap Tax Credits which in each case are required to be paid or returned to a Hedge Counterparty outside the Priorities of Payment in accordance with the relevant Hedge Agreement) will be applied in accordance with the Post-Acceleration Priority of Payments, in each case as described in the Conditions.
Repurchases of the Notes.....	On any Payment Date, at the discretion of the Investment Manager acting on behalf of the Issuer, the Issuer may, subject to certain conditions, purchase any of the Rated Notes (in whole or in part) using Principal Proceeds standing to the credit of the Principal Account or the Collateral Enhancement Account in accordance with the Conditions. See Condition 7(k) (*Purchase*).
Investment Management Fees	
Senior Investment Management Fee....	0.15 per cent. per annum of the Aggregate Collateral Balance (exclusive of any VAT thereon) calculated on the basis of a 360-day year and the actual number of days elapsed in such Due Period. See "*Description of the Investment Management and Collateral Administration Agreement – Fees*".
Subordinated Investment Management Fee	0.35 per cent. per annum of the Aggregate Collateral Balance (exclusive of any VAT thereon) calculated on the basis of a 360-day year and the actual number of days elapsed in such Due Period. See "*Description of the Investment*

	Management and Collateral Administration Agreement – Fees".
Incentive Investment Management	
Fee.....	After having met or surpassed the Incentive Investment Management Fee IRR Threshold of 12.0 per cent. an amount equal to 20.0 per cent. of any Interest Proceeds and Principal Proceeds that would otherwise be available to distribute to the Subordinated Noteholders in accordance with the Priorities of Payment (exclusive of VAT thereon). See "*Description of the Investment Management and Collateral Administration Agreement – Fees*".
Security for the Notes	
General.....	The Notes will be secured in favour of the Trustee for the benefit of the Secured Parties by taking security over a portfolio of Collateral Debt Obligations predominantly consisting of Secured Senior Loans, Secured Senior Bonds, Second Lien Loans, Mezzanine Obligations, Unsecured Senior Obligations, Corporate Rescue Loans and High Yield Bonds. The Notes will also be secured by an assignment by way of security of various of the Issuer's other rights, including its rights under certain of the agreements described herein but excluding its rights in respect of the Irish Excluded Assets. See Condition 4 (*Security*).
Hedge Arrangements.....	The Issuer may enter into a Hedge Agreement to hedge interest rate risk and/or currency risk around or after the Issue Date *provided* that the Issuer obtains legal advice from reputable international legal counsel to the effect that the entry into such arrangements shall not require any of the Issuer, its directors or officers or the Investment Manager or its Affiliates to register with the United States Commodities Futures Trading Commission (the "**CFTC**") and/or the United States National Futures Association as a commodity pool operator (a "**CPO**") or a commodity trading advisor (a "**CTA**") pursuant to the United States Commodity Exchange Act of 1936, as amended (the "**Hedging Condition**"). The Issuer will obtain Rating Agency Confirmation prior to entering into any hedging arrangements after the Issue Date unless it is in a form which the Issuer (or the Investment Manager acting on behalf of the Issuer) has previously

	received Rating Agency Confirmation in respect thereof. See "*Hedging Arrangements*".
Non-Euro Obligations and Asset Swap Transactions.....	Subject to the Eligibility Criteria, the Issuer may purchase Collateral Debt Obligations that are denominated in a currency other than Euro (each, a "**Non-Euro Obligation**") *provided* that, subject to the satisfaction of the Hedging Condition, an Asset Swap Transaction is entered into in respect of each such Non-Euro Obligation with one or more Asset Swap Counterparties satisfying the applicable Rating Requirement under which the currency risk is reduced or eliminated, no later than the settlement date of the acquisition of the relevant Collateral Debt Obligation. Under each Asset Swap Transaction, the currency risk arising from the receipt of certain cash flows from the relevant Non-Euro Obligation, including interest and principal payments thereon, are hedged. The Asset Swap Transaction shall terminate on the maturity date of the Non-Euro Obligation and in the other circumstances specified therein. See "*The Portfolio – Management of the Portfolio – Non-Euro Obligations*" *and* "*Hedging Arrangements*".
Interest Rate Hedging	The Issuer (or the Investment Manager on behalf of the Issuer) may enter into Interest Rate Hedge Transactions from time to time in order to hedge any interest rate mismatch between the Rated Notes and the Collateral Debt Obligations and for no other purpose, subject to the receipt of Rating Agency Confirmation in respect thereof and the other requirements specified in "*Hedging Arrangements*".
Investment Manager.....	Pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager is required to act as the Issuer's investment manager with respect to the Portfolio, to act in specific circumstances in relation to the Portfolio on behalf of the Issuer and to carry out the duties and functions described herein. Pursuant to the Investment Management and Collateral Administration Agreement, the Issuer delegates authority to the Investment Manager to carry out certain functions in relation to the Portfolio and any hedging arrangements without the requirement for specific approval by the Issuer, the Collateral Administrator or the Trustee but subject to the policies and ongoing review of the Issuer. See "*Description of the Investment Management and Collateral Administration Agreement*" and "*The Portfolio*".

Purchase of Collateral Debt Obligations

As of the Issue Date	The Issuer anticipates that, prior to the Issue Date, the Investment Manager on its behalf will have purchased or committed to purchase Collateral Debt Obligations, the Aggregate Principal Balance of which equals at least €330,000,000 (representing at least 94 per cent. of the Target Par Amount).
Target Par Amount	It is intended that the Aggregate Principal Balance of the Collateral Debt Obligations in the Portfolio on the Effective Date will be equal to at least €350,000,000.
Initial Investment Period.....	During the period from and including the Issue Date to but excluding the earlier of: (a) the date designated for such purpose by the Investment Manager, subject to the Effective Date Determination Requirements having been satisfied; and (b) 20 March 2025 (or, if such day is not a Business Day, the next following Business Day), (such earlier date, the "**Effective Date**") and, such period, the "**Initial Investment Period**"), the Investment Manager (on behalf of the Issuer) intends to purchase the remainder of the Portfolio of Collateral Debt Obligations, subject to the Eligibility Criteria and certain other restrictions.
Reinvestment in Collateral Debt Obligations	Subject to the limits described in the Priorities of Payment and Principal Proceeds available from time to time, the Investment Manager shall, on behalf of the Issuer, use reasonable endeavours to purchase Substitute Collateral Debt Obligations meeting the Eligibility Criteria and the Reinvestment Criteria during the Reinvestment Period. Following expiry of the Reinvestment Period and subject to the limits described in the Priorities of Payment, Unscheduled Principal and Sale Proceeds from the sale of Credit Improved Obligations and Credit Impaired Obligations may be reinvested by the Issuer or the Investment Manager, on behalf of the Issuer, in Substitute Collateral Debt Obligations meeting the Eligibility Criteria and the Reinvestment Criteria. See "*The Portfolio – Management of the Portfolio – Sale of Collateral Debt Obligations*" and "*The Portfolio – Management of the Portfolio – Reinvestment of Collateral Debt Obligations*".

Eligibility Criteria	In order to qualify as a Collateral Debt Obligation, an obligation must satisfy certain specified Eligibility Criteria. Each obligation shall only be required to satisfy the Eligibility Criteria at the time the Issuer (or the Investment Manager, acting on behalf of the Issuer) enters into a binding commitment to purchase such obligation save for (i) an Issue Date Collateral Debt Obligation, which must also satisfy the Eligibility Criteria on the Issue Date, (ii) Loss Mitigation Obligations, which must meet the Loss Mitigation Obligation Criteria but are not required to satisfy the Eligibility Criteria at the time of entering into a binding commitment to acquire such Loss Mitigation Obligation, but must satisfy the Eligibility Criteria when designated as a Collateral Debt Obligation and (iii) Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor) which must satisfy the Restructured Obligation Criteria on the applicable Restructuring Date. See "*The Portfolio – Eligibility Criteria*".
Restructured Obligations	In order for a Collateral Debt Obligation which is the subject of a restructuring to qualify as a Restructured Obligation, such Collateral Debt Obligation must satisfy the Restructured Obligation Criteria as at the applicable Restructuring Date.
Collateral Quality Tests.....	The Collateral Quality Tests will comprise the following: For so long as any of the Notes rated by S&P are Outstanding, the S&P CDO Monitor Test (until the expiry of the Reinvestment Period only). For so long as any of the Rated Notes are rated by Fitch and is Outstanding: (a) the Fitch Maximum Weighted Average Rating Factor Test; (b) the Fitch Minimum Weighted Average Recovery Rate Test; (c) the Maximum Obligor Concentration Test; and (d) the Fitch Minimum Weighted Average Spread Test. For so long as any of the Rated Notes are Outstanding, the Weighted Average Life Test.
Portfolio Profile Tests	In summary, the Portfolio Profile Tests will consist of each of the following (the percentage requirements applicable to different types of Collateral Debt Obligations specified in the

Portfolio Profile Tests and summarily displayed in the table below shall be determined by reference to the Aggregate Collateral Balance):

		Minimum	**Maximum**
(a)	Secured Senior Loans or Secured Senior Bonds in aggregate (which shall include the Balance of the Principal Account and the Unused Proceeds Account)	90.0%	N/A
(b)	Secured Senior Loans in aggregate (which shall include the Balance of the Principal Account and the Unused Proceeds Account)	70.0%	N/A
(c)	Fixed Rate Collateral Debt Obligations	N/A	10.0% or, in relation to a Fitch Test Matrix elected by the Investment Manager where such Fitch Test Matrix and/or the interpolation between the applicable Fitch Test Matrices applies a maximum percentage of the Aggregate Collateral Balance that can comprise Fixed Rate Collateral Debt Obligations, such lower percentage calculated in accordance with the provisions set out in the section of this Offering Circular entitled "*The Portfolio – Portfolio Profile Tests and Collateral Quality Tests – Fitch Test Matrices*"
(d)	Unsecured Senior Obligations, Second Lien Loans, Mezzanine Obligations and/or High Yield Bonds in aggregate	N/A	10.0%
(e)	Collateral Debt Obligations to a single Obligor	N/A	2.5% **provided that** up to three (3) Obligors may each represent up to 3.0%
(f)	Secured Senior Loans and Secured Senior Bonds to a single Obligor	N/A	2.5% **provided that** up to three (3) Obligors may each represent up to 3.0%
(g)	Unsecured Senior Obligations, Second Lien Loans, Mezzanine Obligations and High Yield Bonds to a single Obligor	N/A	1.5%; **provided that** up to three (3) Obligors (including any exceptions pursuant to (f) above) may each represent up to 2.0 per cent.

		Minimum	Maximum
(h)	Participations	N/A	5.0%
(i)	Fitch CCC Obligations	N/A	7.5%
(j)	S&P CCC Obligations	N/A	7.5%
(k)	Current Pay Obligations	N/A	5.0%
(l)	Unfunded Amounts/Funded Amounts under Revolving Obligations/Delayed Drawdown Collateral Debt Obligations	N/A	5.0%
(m)	Corporate Rescue Loans and Uptier Priming Debt that is a Defaulted Obligation	N/A	5.0% **provided that** not more than 2.0% shall consist of Corporate Rescue Loans and/or Uptier Priming Debt that is a Defaulted Obligation from a single Obligor
(n)	PIK Securities	N/A	5.0%
(o)	Cov-Lite Loans	N/A	30.0%
(p)	Domicile of Obligors Fitch	N/A	10.0% Domiciled in countries with a country risk ceiling below "AAA" by Fitch unless Rating Agency Confirmation from Fitch is obtained
(q)	Domicile of Obligors S&P (1)	N/A	20.0% Domiciled in countries or jurisdictions which is rated below "AA-" by S&P unless Rating Agency Confirmation from S&P is obtained.
(r)	Domicile of Obligors S&P (2)	N/A	15.0% Domiciled in countries or jurisdictions which is rated below "A-" by S&P unless Rating Agency Confirmation from S&P is obtained
(s)	Domicile of Obligors S&P (3)	N/A	10.0% Domiciled in the same country or jurisdiction which is rated below "BBB-" by S&P unless Rating Agency Confirmation from S&P is obtained.
(t)	Domicile of Obligors S&P (4)	N/A	5.0% Domiciled in the same country or jurisdiction which is

		Minimum	Maximum
			rated below "BB-" by S&P unless Rating Agency Confirmation from S&P is obtained.
(u)	Fitch industry classification	N/A	15.0% of any one (1) Fitch industry; *provided that*: (i) any three Fitch industries may comprise up to 40.0% in aggregate; and (ii) the largest Fitch industry may comprise up to 17.5%
(v)	S&P industry classification	N/A	10.0% of any one (1) S&P Industry Classification Group; *provided that*, any two (2) S&P Industry Classification Groups may each comprise up to 12.5 %. of the Aggregate Collateral Balance, one (1) additional S&P Industry Classification Group may comprise up to 17.5 %. of the Aggregate Collateral Balance and any three (3) S&P Industry Classification Groups may, in aggregate, comprise up to 40.0 %. of the Aggregate Collateral Balance.
(w)	Bivariate Risk Table	N/A	See limits set out in "*The Portfolio – Bivariate Risk Table*"
(x)	Non-Euro Obligations	N/A	20.0%
(y)	Obligations of Obligors with total indebtedness of an amount equal to or more than €150,000,000 and less than €250,000,000 (or its equivalent in any currency)	N/A	5.0% Collateral Debt Obligations issued by Obligors each of which has total current indebtedness (comprised of all drawn and undrawn financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) greater than or equal to EUR 150,000,000 and less than EUR 250,000,000; provided that, (i) for the purposes of determining the total current indebtedness of any Asset Priming Obligor, the total current indebtedness of the Obligor thereof shall be deemed to include the total current indebtedness of the Obligor of the related Subject Asset and (ii) for the purposes of determining the

		Minimum	Maximum
			total current indebtedness of an Obligor in respect of any Uptier Priming Debt where such Obligor is not the obligor of the related Subject Asset, the total current indebtedness of the Obligor of such Uptier Priming Debt shall be deemed to include the total current indebtedness of the Obligor of such related Subject Asset.
(z)	Bridge Loans	N/A	2.5%
(aa)	Discount Obligations	N/A	25.0%
(bb)	Annual Obligations	N/A	5.0%

Obligations which are to constitute Collateral Debt Obligations in respect of which the Issuer or the Investment Manager, on behalf of the Issuer, has entered into a binding commitment to purchase but which have not yet settled shall be included as Collateral Debt Obligations in the calculation of the Portfolio Profile Tests and Collateral Quality Tests at any time as if such purchase had been completed. Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to sell but which have not yet settled shall be excluded as Collateral Debt Obligations in the calculation of the Collateral Quality Tests and Portfolio Profile Tests at any time as if such sale had been completed.

Loss Mitigation Obligation

Acquisition Criteria..... The Issuer may acquire (including by way of any exercise of any warrant or similar right) a Loss Mitigation Obligation which will not be required to satisfy any of the Eligibility Criteria or the Reinvestment Criteria but subject to such acquisition meeting the Loss Mitigation Obligation Criteria, in each case as determined by the Investment Manager (in accordance with the Standard of Care) (which determination will not be called into question as a result of subsequent events). On any Business Day as of which a Loss Mitigation Obligation satisfies all of the Eligibility Criteria, the Investment Manager may designate (by written notice to the Issuer and the Collateral Administrator) such Loss Mitigation Obligation as a "Collateral Debt Obligation". Any Loss Mitigation Obligation so designated as a Collateral Debt Obligation shall constitute a Collateral Debt Obligation (and

not a Loss Mitigation Obligation), and such designation may not be rescinded or revoked.

LMO Profile Tests..... The purchase of any Loss Mitigation Obligation will not be required to satisfy any of the Eligibility Criteria and the acquisition of Loss Mitigation Obligations will not be subject to the Reinvestment Criteria but shall be required to satisfy the following limitations (the "**LMO Profile Tests**") at the time of entering into a binding commitment to acquire a Loss Mitigation Obligation, which shall be satisfied as of any date of determination if each of the following criteria are satisfied after giving effect to such purchase:

(a) the aggregate outstanding principal balance of all Loss Mitigation Obligations then owned by the Issuer shall not exceed 5.0 per cent. of the Target Par Amount;

(b) the aggregate outstanding principal balance of Extended Loss Mitigation Obligations then owned by the Issuer shall not exceed 2.0 per cent. of the Target Par Amount; and

(c) the cumulative aggregate outstanding principal balance of all Loss Mitigation Obligations acquired by the Issuer since the Issue Date with Principal Proceeds as of any date shall not exceed 5.0 per cent. of the Target Par Amount.

Coverage Tests ..... Each of the Par Value Tests and Interest Coverage Tests shall be satisfied on each Measurement Date except in the case of (i) (x) the Par Value Tests (other than the Class F Par Value Test), on and after the Effective Date, and (y)the Class F Par Value Test which shall apply following the expiry of the Reinvestment Period and (ii) the Interest Coverage Tests which shall apply on and after the Determination Date immediately preceding the second Payment Date following the Effective Date, if the corresponding Par Value Ratio or Interest Coverage Ratio (as the case may be) is at least equal to the percentage specified in the table below in relation to that Coverage Test.

Class	Required Par Value Ratio
A/B	128.88%
C	120.20%
D	110.96%
E	106.73%
F	102.95%

Class	Required Par Value Ratio
Class	**Required Interest Coverage Ratio**
A/B	120.00%
C	110.00%
D	105.00%

Reinvestment

Overcollateralisation Test..... If, on any Determination Date on and after the Effective Date and prior to the expiry of the Reinvestment Period, the Class F Par Value Ratio is less than 102.95 per cent. on the relevant Payment Date, Interest Proceeds shall be paid to the Principal Account, for the acquisition of additional Collateral Debt Obligations in an amount equal to the lesser of (1) 50.0 per cent. of all remaining Interest Proceeds available for payment pursuant to paragraph (W) of the Interest Proceeds Priority of Payments and (2) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) to (V) (inclusive) of the Interest Proceeds Priority of Payments, would be sufficient to cause the Reinvestment Overcollateralisation Test to be met as of the relevant Determination Date after giving effect to any payments made pursuant to paragraph (W) of the Interest Proceeds Priority of Payments, such amounts to be applied during the Reinvestment Period to purchase additional Collateral Debt Obligations.

Investment Manager Advances ..... To the extent that there are insufficient sums standing to the credit of the Collateral Enhancement Account from time to time to purchase or exercise rights under Collateral Enhancement Obligations or to purchase or fund Loss Mitigation Obligations which the Investment Manager determines (which determination will not be called into question as a result of subsequent events) on behalf of the Issuer should be purchased or exercised, the Investment Manager may, subject to the Reinvestment Overcollateralisation Test being satisfied, in its sole and absolute discretion, pay amounts required in order to fund such purchase or exercise (such amount, an "**Investment Manager Advance**") to such account pursuant to the terms of the Investment Management and Collateral Administration Agreement. Each Investment Manager Advance may bear interest at a rate determined by the Investment Manager at its commercially reasonable discretion and notified to the Collateral Administrator provided that such rate of interest

	shall not exceed a rate of EURIBOR (where EURIBOR shall be floored at zero for such purpose) plus 2.0 per cent. per annum. Each Investment Manager Advance shall be in an amount no less than €1,000,000 and the aggregate amount of all Investment Manager Advances shall not, cumulatively, exceed 1.0 per cent. of the Target Par Amount provided that only three Investment Manager Advances may be made. All such Investment Manager Advances shall be repaid in full (together with all accrued and unpaid interest thereon) on the next following Payment Date(s) pursuant to the Priorities of Payment.
Class X Notes.....	The Class X Notes shall not carry any rights to vote in respect of, or be counted for the purposes of determining a quorum and the result of any votes in respect of any IM Removal Resolutions or any IM Replacement Resolutions.
Authorised Denominations	The Regulation S Notes of each Class will be issued in minimum denominations of €100,000 each and integral multiples of €1,000, in each case, in excess thereof. The Rule 144A Notes of each Class (other than the Class X Notes) will be issued in minimum denominations of €250,000 each and the Rule 144A Notes of the Class X Notes will be issued in minimum denominations of €100,000 each and, in each case, integral multiples of €1,000 in excess thereof.
Form, Registration and Transfer of the Notes.....	The Regulation S Notes of each Class will be represented on issue by beneficial interests in one or more Regulation S Global Certificates in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear Bank SA/NV ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). Beneficial interests in a Regulation S Global Certificate may at any time be held only through, and transfers thereof will only be effected through, records maintained by Euroclear or Clearstream, Luxembourg. See "*Form of the Notes*" and "*Book Entry Clearance Procedures*". Interests in any Regulation S Note may not at any time be held by any U.S. Person or U.S. Resident. The Rule 144A Notes of each Class will be represented on issue by one or more Rule 144A Global Certificates in fully registered form, without interest coupons or principal receipts deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear

and Clearstream, Luxembourg. Beneficial interests in a Rule 144A Global Certificate may at any time only be held through, and transfers thereof will only be effected through, records maintained by Euroclear or Clearstream, Luxembourg.

The Rule 144A Global Certificates will bear a legend and such Rule 144A Global Certificates, or any interest therein, may not be transferred except in compliance with the transfer restrictions set out in such legend. See "*Transfer Restrictions*".

No beneficial interest in a Rule 144A Global Certificate may be transferred to a person who takes delivery thereof through a Regulation S Global Certificate unless the transferor provides the Transfer Agent with a written certification substantially in the form set out in the Trust Deed regarding compliance with certain of such transfer restrictions. Any transfer of a beneficial interest in a Regulation S Global Certificate to a person who takes delivery through an interest in a Rule 144A Global Certificate is also subject to certification requirements substantially in the form set out in the Trust Deed and each purchaser thereof shall be deemed to represent that such purchaser is a QIB/QP. In addition, interests in any of the Regulation S Notes may not at any time be held by any U.S. Person or U.S. Resident. See "*Form of the Notes*" and "*Book Entry Clearance Procedures*".

Except in the limited circumstances described herein, Notes in dematerialised, definitive, fully registered form ("**Definitive Certificates**") will not be issued in exchange for beneficial interests in either the Regulation S Global Certificates or the Rule 144A Global Certificates. See "*Form of the Notes – Exchange for Definitive Certificates*".

On the Issue Date, an acquirer of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate (or any interest therein) will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a Controlling Person, unless such acquirer: (i) receives the written consent of the Issuer; and (ii) provides an ERISA certificate to the Issuer and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person (in or substantially in the form of Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed). Other than on the Issue Date, an acquirer of a Class E Note, Class F Note or

Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate (or any interest therein) will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a Controlling Person, unless such acquirer: (i) receives the written consent of the Issuer; (ii) provides an ERISA certificate to the Issuer and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person (in or substantially in the form of Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed); and (iii) other than with respect to the Retention Notes, holds such Class E Note, Class F Note or Subordinated Note, as applicable, in the form of a Definitive Certificate. Each purchaser and transferee understands and agrees that no transfer of Class E Notes, Class F Notes or Subordinated Notes (or any interest therein) will be permitted or recognised if it would cause the 25.0 per cent. Limitation to be exceeded with respect to the Class E Notes, Class F Notes or the Subordinated Notes (determined separately by Class).

If a holder of Class E Notes, Class F Notes or Subordinated Notes represented by a Definitive Certificate wishes at any time to transfer its interest in such Notes to a person who wishes to take delivery thereof in the form of a beneficial interest in a Regulation S Global Certificate, such holder may effect such transfer only upon receipt by the Registrar of: (i) notification from the common depositary for Euroclear and Clearstream, Luxembourg of the Regulation S Global Certificate that the appropriate credit entry has been made in the accounts of the relevant participants of Euroclear and Clearstream, Luxembourg, (but in no case for less than the minimum authorised denomination applicable to such Notes); and (ii) a certificate in the form of part 7 (*Form of Definitive Certificate to Regulation S Global Certificate Transfer Certificate of Class E Notes, Class F Notes or Subordinated Notes*) of schedule 4 (*Transfer, Exchange and Registration Documentation*) of the Trust Deed or in such other form as the Registrar, relying upon the advice of counsel, may deem substantially similar in legal effect (a copy of which is provided to the Registrar) given by the holder of the beneficial interests in such Notes.

Each person who becomes an owner of a beneficial interest in a Regulation S Global Certificate will be deemed to have represented and agreed to the representations set forth in this Offering Circular relating to such Notes under the heading "*Transfer Restrictions*".

	If a holder of Class E Notes, Class F Notes or Subordinated Notes represented by a Definitive Certificate wishes at any time to transfer its interest in such Notes to a person who wishes to take delivery thereof in the form of a beneficial interest in a Rule 144A Global Certificate, such holder may effect such transfer only upon receipt by the Registrar of: (i) notification from the common depositary for Euroclear and Clearstream, Luxembourg of the Rule 144A Global Certificate that the appropriate credit entry has been made in the accounts of the relevant participants of Euroclear and Clearstream, Luxembourg (but in no case for less than the minimum authorised denomination applicable to Notes of such Class); and (ii) a certificate in the form of part 6 (*Form of Definitive Certificate to Rule 144A Global Certificate Transfer Certificate of Class E Notes, Class F Notes or Subordinated Notes*) of schedule 4 (*Transfer, Exchange and Registration Documentation*) of the Trust Deed or in such other form as the Registrar, relying upon the advice of counsel, may deem substantially similar in legal effect (in each case, copies of which are provided to the Registrar as applicable) given by the proposed transferee. Each person who becomes an owner of a beneficial interest in a Rule 144A Global Certificate will be deemed to have represented and agreed to the representations set forth in this Offering Circular relating to such Notes under the heading *"Transfer Restrictions*". Transfers of interests in the Notes are subject to certain restrictions and must be made in accordance with the procedures set forth in the Trust Deed. See "*Form of the Notes*", "*Book Entry Clearance Procedures*" and "*Transfer Restrictions*". Each purchaser of Notes in making its purchase will be required to make, or will be deemed to have made, certain acknowledgements, representations and agreements. See "*Transfer Restrictions*". The transfer of Notes in breach of certain of such representations and agreements will result in affected Notes becoming subject to certain forced transfer provisions. See Condition 2(h) (*Forced Transfer of Rule 144A Notes*).
Governing Law	The Notes, the Trust Deed, the Investment Management and Collateral Administration Agreement, the Agency Agreement and all other Transaction Documents (save for the Corporate Services Agreement, which is governed by the laws of Ireland) will be governed by English law.
Listing	Application has been made to Euronext Dublin for the Notes to be admitted to the Official List of Euronext Dublin and

	trading on its Global Exchange Market which is the exchange regulated market of Euronext Dublin. See "*General Information*".
Tax Considerations.....	See "*Tax Considerations*".
Certain ERISA and Related Considerations	See "*Certain ERISA and Related Considerations*".
Withholding Tax.....	No gross up in respect of amounts deducted from or withheld for or on account of tax in relation to the Notes in respect of any payments to the Noteholders is required of the Issuer. See Condition 9 (*Taxation*).
Additional Issuances	Subject to certain conditions being met, additional Notes of all existing Classes (other than Class X Notes) may be issued and sold. See Condition 17 (*Additional Issuances*).
Retention Requirements.....	Pursuant to the Risk Retention Letter, the Investment Manager, in its capacity as Retention Holder, will represent and undertake that it will subscribe for on the Issue Date and to hold and retain thereafter, on an ongoing basis in its capacity as originator for so long as any Class of Notes remains Outstanding, a material net economic interest in the form specified in Article 6(3)(a) of the Securitisation Regulations in effect as of the Issue Date of not less than 5.0 per cent. of the outstanding nominal value of each of the tranches sold or transferred to investors on the Issue Date within the meaning of the Retention Requirements (the "**Retention Notes**"). See "*The Retention Holder and Retention and Transparency Requirements*" and "*Risk Factors – Relating to the Notes – Securitisation Regulation Requirements"*.
Transparency Requirements.....	In relation to the reporting obligations in the Transparency Requirements, (a) the Issuer will undertake to be designated as the entity responsible to fulfil such reporting obligations and to adhere to its obligations in respect thereof and (b) the Investment Manager will undertake, subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, to reasonably assist the Issuer in complying with its obligations under the Transparency Requirements, including by providing to the Collateral Administrator (or any applicable third party reporting entity), subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, any reports, data and other information, (i) which are in the possession of the Investment Manager, (ii) which are not subject to legal or contractual restrictions on disclosure (unless the relevant information can be summarised or disclosed in an anonymised form, in accordance with such

legal or contractual restrictions on disclosure), and (iii) to which the Collateral Administrator (or any applicable third party reporting entity) does not otherwise have access (in the case of the Collateral Administrator, in the ordinary course of its collateral administration duties) or which are not otherwise in the Collateral Administrator's possession, required for compliance by the Issuer with the Transparency Requirements *provided* that the Investment Manager shall not be responsible or liable for failing to provide any reports, data and other information that the Investment Manager is unable to procure or source using reasonable efforts. The Issuer (or the Reporting Agent on its behalf) shall compile (x) each Loan Report and (y) each Investor Report and the Collateral Administrator shall, following receipt thereof from the Issuer (or the Reporting Agent on behalf of the Issuer), make available at the times required by the Securitisation Regulations (i) each Loan Report, (ii) each Investor Report (iii) each Inside Information Report; and (iv) each Significant Event Report, in each case via (A) the Reporting Website which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Investment Management and Collateral Administration Agreement or such other form as may be agreed between the Issuer, the Collateral Administrator and the Investment Manager from time to time, such certificate may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) that it is a Relevant Recipient and/or (B) such other method of dissemination as is required by the Securitisation Regulations or a Competent Authority (as instructed by the Issuer or the Investment Manager on its behalf and as agreed with the Collateral Administrator).

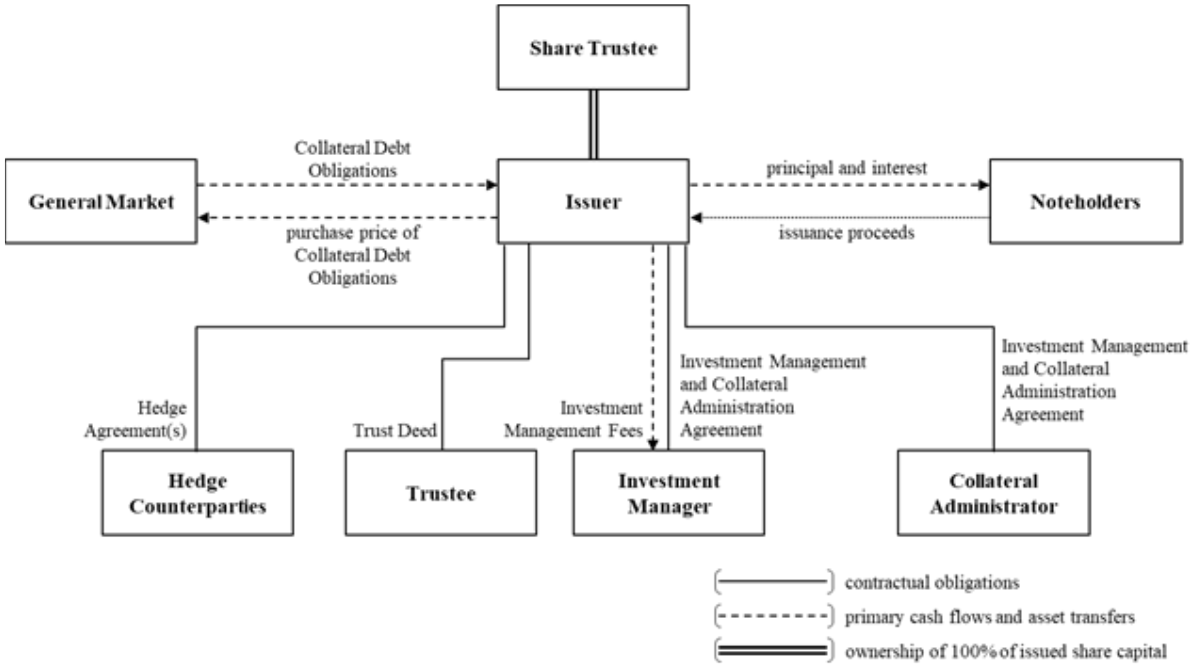
The Issuer with reasonable assistance of the Investment Manager shall procure that (i) any disclosure as required by Articles 7(1)(f) and 7(1)(g) of the Securitisation Regulations is published without delay and (ii) copies of the relevant Transaction Documents required to be disclosed pursuant to Article 7 of the Securitisation Regulations and this Offering Circular in final form are made available as soon as is reasonably practicable and in any event not later than five (5) Business Days following the Issue Date).

The Issuer intends that this Offering Circular constitutes a transaction summary overview of the main features of the transaction contemplated herein for the purposes of Article 7(1)(c) of the Securitisation Regulations.

Neither the Investment Manager nor the Collateral Administrator assumes any responsibility for the Issuer's obligations as the entity responsible for fulfilling the reporting obligations under the Transparency Requirements. In making available such information and reporting, the Collateral Administrator also assumes no responsibility or liability to any third party, including the Noteholders and potential Noteholders (including for their use and/or onward disclosure of such information, documentation and reports), and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

The Issuer shall, with reasonable assistance from the Investment Manager, notify the Central Bank of Ireland of the transaction described herein no later than 15 Business Days after the Issue Date, which notification shall include the details prescribed by the European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018 of Ireland. See "*The Retention Holder and Retention and Transparency Requirements*" and "*Risk Factors – Relating to the Notes – Securitisation Regulation Requirements"*.

Diagrammatic Overview of the Transaction, On-Going Cash Flows and Ownership Structure



RISK FACTORS

An investment in the Notes involves certain risks, including risks related to the Collateral Debt Obligations 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 Debt 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 risk factors in addition to the other information set out in this Offering Circular before investing in the Notes. Terms not defined in this section and not otherwise defined above have the meaning set out in Condition 1 (Definitions).

1. General Commercial Risks

1.1 General

It is intended that the Issuer will invest in Collateral Debt Obligations (and other financial assets) with certain risk characteristics as described below and subject to the investment policies, restrictions and guidelines described in "*The Portfolio*". There can be no assurance that the Issuer's investments will be successful, that its investment objectives will be achieved, that the Noteholders will receive the full amounts payable by the Issuer under the Notes or that they will receive any return on their investment in the Notes. Prospective investors are therefore advised to review this entire Offering Circular carefully and should consider, among other things, the risk factors set out in this section before deciding whether to invest in the Notes. Except as is otherwise stated below, such risk factors are generally applicable to all Classes of Notes, although the degree of risk associated with each Class of Notes will vary in accordance with the position of such Class of Notes in the Priorities of Payment. See Condition 3(c) (*Priorities of Payment*). In particular, (i) payments in respect of the Class X Notes and the Class A Notes are generally higher in the Priorities of Payment than those of the other Classes of Notes; (ii) payments in respect of the Class B Notes are generally higher in the Priorities of Payment than those of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; (iii) payments in respect of the Class C Notes are generally higher in the Priorities of Payment than those of the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; (iv) payments in respect of the Class D Notes are generally higher in the Priorities of Payment than those of the Class E Notes, the Class F Notes and the Subordinated Notes; (v) payments in respect of the Class E Notes are generally higher in the Priorities of Payment than those of the Class F Notes and the Subordinated Notes; and (vi) payments in respect of the Class F Notes are generally higher in the Priorities of Payment than those of the Subordinated Notes. None of the Arranger, the Initial Purchaser, the Agents nor the Trustee undertakes to review the financial condition or affairs of the Issuer or the Investment Manager during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Arranger, the Initial Purchaser, the Agents or the Trustee which is not included in this Offering Circular or the Reports, as the case may be.

In preparing and furnishing the Monthly Reports and the Payment Date Reports, the Issuer will rely conclusively on the accuracy and completeness of the information or data regarding the Collateral Debt 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 Investment Manager and third parties) (and reviewed by the Investment Manager), and the Issuer will not verify, recompute, reconcile or recalculate any such information or data.

In addition, the information contained in the Monthly Reports and the Payment Date Reports will be dependent in part on interpretations, calculations and/or determinations made by the Collateral Administrator and the Investment Manager. The accuracy of the Monthly Reports and the Payment Date Reports, and the information included therein, will therefore be subject to the accuracy of the interpretations, calculations and/or determinations of the Collateral Administrator and the Investment Manager.

1.2 Suitability

Prospective purchasers of the Notes of any Class should ensure that they understand the nature of the Notes and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, regulatory, accounting and financial evaluation of the merits and risks of investment in such Notes and that they consider the suitability of such Notes as an investment in light of their own circumstances and financial condition and that of any accounts for which they are acting.

1.3 Limited Resources of Funds to Pay Expenses of the Issuer

The funds available to the Issuer to pay its expenses on any Payment Date are limited as provided in the Priorities of Payment. If 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 it may not be able to defend or prosecute legal proceedings brought against it or which it might otherwise bring to protect its interests or be able to pay the expenses of legal proceedings against persons it has indemnified and/or prefunded and/or secured.

1.4 Business and regulatory risks for vehicles with investment strategies such as the Issuer's

Legal, tax and regulatory changes could occur over the course of the life of the Notes that may adversely affect the Issuer. The regulatory environment for vehicles of the nature of the Issuer is evolving, and changes in regulation may adversely affect the value of investments held by the Issuer and the ability of the Issuer to obtain the leverage it might otherwise obtain or to pursue its investment and trading strategies. In addition, the securities and derivatives markets are subject to comprehensive statutory, regulatory and margin requirements. Certain regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of transactions of a type similar to this transaction and derivative transactions and vehicles that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Issuer could be substantial and adverse.

1.5 Events in the CLO and Leveraged Finance Markets

Over the past several years, European financial markets have experienced volatility and have been adversely affected by concerns over economic contraction in certain EU member states (the "**Member States**"), rising government debt levels, credit rating downgrades and risk of default or restructuring of government debt. These events could cause bond yields and credit spreads to increase.

Many European economies continue to suffer from high rates of unemployment. This economic climate may have an adverse effect on the ability of consumers and businesses to repay or refinance their existing debt.

As discussed further in "*European Union and Euro Zone Risk*" below, it is possible that countries that have adopted the Euro could return to a national currency. The effect on a

national economy as a result of it leaving the Euro is impossible to predict, but is likely to be negative. The exit of one or more countries from the Euro zone could have a destabilising effect on all European economies and possibly the global economy as well.

In addition, Obligors of Collateral Debt Obligations may be organised in, or otherwise Domiciled 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 Obligor. If any such Obligor becomes insolvent, by virtue of being organised in such a jurisdiction or having a substantial percentage of its revenues or assets in such a jurisdiction, it 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.

Significant risks for the Issuer and investors exist as a result of current economic conditions. These risks include, among others, (i) the likelihood that the Issuer will find it more difficult to sell any of its assets or to purchase new assets in the secondary market, (ii) the possibility that, on or after the Issue Date, the price at which assets can be sold by the Issuer will have deteriorated from their effective purchase price and (iii) the illiquidity of the Notes. These additional risks may affect the returns on the Notes to investors and/or the ability of investors to realise their investment in the Notes prior to their Maturity Date, if at all. In addition, the primary market for a number of financial products including leveraged loans has not fully recovered from the effects of the global credit crisis and the ability of private equity sponsors and leveraged loans arrangers to effectuate new leveraged buy-outs may be partially or significantly limited. As well as reducing opportunities for the Issuer to purchase assets in the primary market, this is likely to increase the refinancing risk in respect of maturing assets. A continuing decreased ability of obligors to obtain refinancing may result in an economic decline causing a deterioration in loan performance generally and defaults of Collateral Debt Obligations. Although there have recently been signs that the primary market for certain financial products is recovering, particularly in the United States of America, the impact of the economic crisis on the primary market may adversely affect the flexibility of the Investment Manager to invest and, ultimately, reduce the returns on the Notes to investors.

Difficult macro-economic conditions may adversely affect the rating, performance and the realisation value of the Collateral. Default rates on loans and other investments may continue to fluctuate and accordingly the performance of many collateralised loan obligation ("**CLO**") transactions and other types of investment vehicles may suffer as a result. It is also possible that the Collateral will experience higher default rates than anticipated and that performance will suffer.

The ability of the Issuer to make payments on the Notes can depend on the general economic climate and the state of the global economy. The business, financial condition or results of operations of the Obligors of the Collateral Debt Obligations may be adversely affected by a deterioration of economic and business conditions. To the extent that economic and business conditions deteriorate or fail to improve, non-performing assets are likely to increase, and the value and collectability of the Collateral Debt Obligations are likely to decrease. A decrease in market value of the Collateral Debt Obligations would also adversely affect the Sale Proceeds that could be obtained upon the sale of the Collateral Debt Obligations and could ultimately affect the ability of the Issuer to pay in full or redeem the Rated Notes, as well as the ability to make any distributions in respect of the Subordinated Notes.

Many financial institutions, including banks, continue to suffer from capitalisation issues in a regulatory environment which may increase the capital requirement for certain businesses. The bankruptcy or insolvency of a major financial institution may have an adverse effect on the Issuer, particularly if such financial institution is a grantor of a participation in an asset or is a hedge counterparty to a swap or hedge involving the Issuer, or a counterparty to a buy or sell trade that has not settled with respect to an asset. The bankruptcy or insolvency of another financial institution may result in the disruption of payments to the Issuer. In addition, the bankruptcy or insolvency of one or more additional financial institutions may trigger additional crises in the global credit markets and overall economy which could have a significant adverse effect on the Issuer, the Collateral and the Notes.

The global credit crisis and its consequences together with the perceived failure of the preceding financial regulatory regime, continue to drive legislation and regulators towards a restrictive regulatory environment, including the implementation of further regulation which affects financial institutions, markets, instruments and the bond market. Such additional rules and regulations could, among other things, adversely affect Noteholders as well as the flexibility of the Investment Manager in managing and administering the Collateral. Increasing capital requirements and changing regulations may also result in some financial institutions exiting, curtailing or otherwise adjusting some trading, hedging or investment activities which may have effects on the liquidity of investments such as the Notes as well as the Collateral.

While it is possible that current conditions may improve for certain sectors of the global economy, there can be no assurance that the CLO, leveraged finance or structured finance markets will recover from an economic downturn at the same time or to the same degree as such other recovering sectors or whether such conditions or markets will deteriorate rather than improve.

1.6 Illiquidity in the collateralised debt obligation, leveraged finance and fixed income markets may affect the Noteholders

In previous years, events in the collateralised debt obligation (including CLO), leveraged finance and fixed income markets have resulted in substantial fluctuations in prices for leveraged loans and high-yield debt securities and limited liquidity for such instruments. No assurance can be made that conditions giving rise to similar price fluctuations and limited liquidity may not emerge following the Issue Date. During periods of limited liquidity and higher price volatility, the Issuer's ability to acquire or dispose of Collateral Debt 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 may exacerbate losses suffered by the Issuer when Collateral Debt Obligations are sold. Furthermore, significant additional risks for the Issuer and investors in the Notes may exist. Such risks include, among others, (i) the possibility that, after the Issue Date, the prices at which Collateral Debt Obligations can be sold by the Issuer may deteriorate from their purchase price, (ii) the possibility that opportunities for the Issuer to sell its Collateral Debt Obligations in the secondary market, including Credit Impaired Obligations, Credit Improved Obligations, and Defaulted Obligations, may be impaired, 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 Noteholders.

1.7 European Union and Euro Zone Risk

Investors should carefully consider how changes to the Euro zone may affect their investment in the Notes. Since the global economic crisis, the deterioration of the sovereign debt of several countries, together with the risk of contagion to other, more stable, countries, has continued to pose risks. This situation has also raised uncertainties regarding the stability and overall standing of the European Economic and Monetary Union and may result in changes to the composition of the Euro zone.

As a confidence building measure, the European Commission created the European Financial Stability Facility (the "**EFSF**") and the European Financial Stability Mechanism (the "**EFSM**") to provide funding to Euro zone countries in financial difficulties that seek such support. Subsequently, the European Council agreed that Euro zone countries would establish a permanent stability mechanism, the European Stability Mechanism (the "**ESM**"), to assume the role of the EFSF and the EFSM in providing external financial assistance to Euro zone countries which has been active since July 2013.

Despite these measures, concerns persist regarding the growing risk that other Euro zone countries could be subject to an increase in borrowing costs and could face an economic crisis similar to that of Cyprus, Greece, Italy, Ireland, Spain and Portugal, together with the risk that some countries could leave the Euro zone (either voluntarily or involuntarily including as a result of an electoral decision to leave the European Union), and that the impact of these events on Europe and the global financial system could be severe which could have a negative impact on the Collateral.

Furthermore, concerns that the Euro zone sovereign debt crisis could worsen may lead to the imposition of credit controls, the reintroduction of national currencies in one or more Euro zone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Euro zone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Collateral (including the risks of currency losses arising out of redenomination and related haircuts on any affected assets), the Issuer and the Notes. Should the Euro dissolve entirely, the legal and contractual consequences for holders of Euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Notes. Investors should carefully consider how changes to the Euro zone may affect their investment in the Notes.

1.8 The UK's Withdrawal from the European Union

On 31 January 2020, the UK withdrew from the EU. The negotiated withdrawal agreement between the EU and the UK provided for a transition period which ended at 11.00 p.m. GMT on 31 December 2020 (the "**Transition Period**"). On 24 December 2020, a trade agreement was concluded between the EU and the UK (the "**EU-UK Trade and Cooperation Agreement**"), which has applied provisionally from the end of the Transition Period. The EU-UK Trade and Cooperation Agreement was ratified by the UK Parliament on 30 December 2020 and by the EU Parliament on 28 April 2021. The EU-Trade and Co-operation Agreement is fully applicable from 1 May 2021.

Investors should be aware that the Issuer's risk profile may be materially affected by the EU-UK Trade and Cooperation Agreement which might also have an adverse impact on the Portfolio and the Issuer's business, financial condition, results of operations and prospects and could therefore also be materially detrimental to Noteholders. Any such potential adverse

economic conditions may also affect the ability of the obligors to make payment under the Collateral Debt Obligations which in turn may adversely affect the ability of the Issuer to pay interest and repay principal to the Noteholders.

Applicability of EU law in the UK

Many EU laws have been transposed into English law and these transposed laws will continue to apply (subject to any amendments made to such laws which have come into effect from 1 January 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 Portfolio, the Issuer's business, financial condition, results of operations or prospects or any potential investors. Such changes could be materially detrimental to Noteholders.

Market Risk

Following the result of the referendum on the UK's withdrawal from the EU and its subsequent withdrawal, the financial markets have experienced volatility and disruption. This volatility and disruption may continue or increase, and investors should consider the effect thereof on the market for securities such as the Notes and on the ability of Obligors to meet their obligations under the Collateral Debt Obligations.

Investors should be aware that as a result of the UK's withdrawal from the EU, any negotiation between the UK and the EU with respect to their future trading relationship (including the EU-UK Trade and Cooperation Agreement) and any changes to legislation may introduce potentially significant new uncertainties and instabilities in the financial markets. These uncertainties and instabilities could have an adverse impact on the business, financial condition, results of operations and prospects of the Issuer, the Obligors, the Portfolio, the Investment Manager and the other parties to the transaction and could therefore also be materially detrimental to Noteholders.

2. Relating to the Notes

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

Currently, no market exists for the Notes. The Arranger, the Initial Purchaser (or its Affiliates) may make a market for the Notes but is not under any obligation to do so, and any such market-making may be discontinued at any time without notice. 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 Noteholders with liquidity of investment or will continue for the life of the Notes. Over the past few years, notes issued in securitisation transactions have experienced historically high volatility and significant fluctuations in market value. Additionally, some potential buyers of such notes now view securitisation products as an inappropriate investment, thereby reducing the number of potential buyers and/or potentially affecting liquidity in the secondary market. Noteholders must be prepared to hold their Notes for an indefinite period of time or until the Maturity Date. The Notes will not be registered under the Securities Act or any state securities laws, and the Issuer has no plans, and is under no obligation, to register the Notes under the Securities Act. 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.

See "*Forced Transfer*" and the section of this Offering Circular entitled "*Certain ERISA and Related Considerations*" below.

2.2 The Notes are not guaranteed by the Issuer, the Arranger, the Initial Purchaser, the Investment Manager, the Agents, any Hedge Counterparty or the Trustee

None of the Issuer, the Arranger, the Initial Purchaser, the Investment Manager, the Agents, the Corporate Services Provider, any Hedge Counterparty, the Trustee 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 Noteholder of ownership of the Notes, and no Noteholder 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 Noteholder will be required to represent (or, in the case of certain non-certificated Notes, deemed to represent) to the Issuer, the Arranger and the Initial Purchaser, 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 authorised by it and complies with applicable securities laws and other laws.

2.3 None of the Arranger or the Initial Purchaser will have any ongoing responsibility for the Collateral Debt Obligations or other assets comprised in the Portfolio or the actions of the Investment Manager or the Issuer

None of the Arranger or the Initial Purchaser will have any obligation to monitor the performance of the Collateral Debt Obligations or any other assets comprised in the Portfolio or the actions of the Investment Manager or the Issuer and will have no authority to advise the Investment Manager or the Issuer or to direct their actions, which will be solely the responsibility of the Investment Manager and/or the Issuer, as the case may be. If the Arranger or the Initial Purchaser acts as a Hedge Counterparty or owns Notes, it will have no responsibility to consider the interests of any other Noteholders in actions it takes in such capacity. While the Arranger, the Initial Purchaser or any of their Affiliates may own a portion of certain Classes of Notes on the Issue Date and may own Notes at any time, it has no obligation to make any investment in the Notes and may sell at any time any Notes it does purchase. See also "*Conflicts of interest Involving or Relating to the Arranger, the Initial Purchaser and its Affiliates*" below.

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

The Notes represents limited recourse obligations of the Issuer. Therefore, amounts due on the Notes are payable solely from the Collateral Debt Obligations and all other Collateral secured by the Issuer for the benefit of the Noteholders and other Secured Parties pursuant to the Priorities of Payment. None of the Trustee, the Agents, the Investment Manager, the Arranger, the Initial Purchaser or any of their respective Affiliates or other Person or entity (other than

the Issuer) will be obliged to make payments on the Notes of any Class. Consequently, Noteholders must rely solely on distributions on the Collateral Debt Obligations and, after an Event of Default, proceeds from the liquidation of the Collateral for payments on the Notes. If distributions on such Collateral Debt Obligations are insufficient to make payments on the Notes, no other assets of the Issuer (including the Irish Excluded Assets and in particular, no assets of the Investment Manager, the Noteholders, the Arranger, the Initial Purchaser, the Trustee, the Agents or any Affiliates of any of the foregoing) will be available for payment of the deficiency and all obligations of the Issuer and any claims against the Issuer in respect of the Notes will be extinguished and will not revive.

2.5 The Subordinated Notes

When 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. Distributions to holders of the Subordinated Notes will be made solely from distributions on the Portfolio after all other payments have been made pursuant to the Priorities of Payment described herein. There can be no assurance that the distributions on the Portfolio 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 Conditions and the Trust Deed. If distributions on the Portfolio are insufficient to make distributions on the Subordinated Notes, no other assets will be available for any such distributions.

2.6 The subordination of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes will affect their right to payment; failure of a court to enforce non-petition obligations will adversely affect the Noteholders

The Class A Notes are subordinated to certain amounts payable by the Issuer to other parties as set out in the Priorities of Payment (including taxes, certain amounts owing to Administrative Expenses, the Senior Investment Management Fee and certain payments under the Hedge Agreements); the Class B Notes are subordinated on each Payment Date to the Class X Notes and the Class A Notes; the Class C Notes are fully subordinated on each Payment Date to the Class X Notes, the Class A Notes and the Class B Notes; the Class D Notes are fully subordinated on each Payment Date to the Class X Notes, Class A Notes, the Class B Notes and the Class C Notes; the Class E Notes are fully subordinated on each Payment Date to the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; the Class F Notes are fully subordinated on each Payment Date to the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes are fully subordinated on each Payment Date to the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and certain fees and expenses (including, but not limited to, unpaid Administrative Expenses, the Senior Investment Management Fee and the Subordinated Investment Management Fee) and the Subordinated Notes are fully subordinated on each Payment Date to the Rated Notes and certain fees and expenses (including, but not limited to, to redeem the Rated Notes upon an Effective Date Rating Event, unpaid Administrative Expenses, the Senior Investment Management Fee and certain payments under the Hedge Agreements, the Subordinated Investment 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 Class of Notes on any Payment 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 out in the Priorities of

Payment) from Principal Proceeds will be made on any Class of Notes on any Payment 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 Payment Date until interest due on and all principal of the Notes of each Class to which it is subordinated has been paid in full. Therefore, to the extent that any losses are suffered by any of the Noteholders, 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 and the Class X Notes (on a *pro rata* and *pari passu* basis). Furthermore, payments of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes are subject to diversion to repay principal outstanding in respect of more senior Classes of Notes pursuant to the Priorities of Payment if certain Coverage Tests are not met, as described herein, and failure to make such payments of interest will not be a default under the Trust Deed nor under the Conditions.

In addition, if an Event of Default occurs, the Controlling Class (acting by way of Ordinary Resolution) will be entitled to determine the remedies to be exercised under the Trust Deed, subject to the terms of the Trust Deed. Remedies pursued by the Controlling Class could be adverse to the interests of the Noteholders 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 Debt Obligations may only be sold and liquidated in accordance with the Conditions and the Trust Deed.

After any acceleration of the Notes, all Interest Proceeds and Principal Proceeds will be allocated in accordance with the Post-Acceleration Priority of Payments pursuant to which the Notes and certain other amounts owing by the Issuer will be paid in full before any allocation to holders of the Subordinated Notes, and holders of each Class of Notes (along with certain other amounts owing by the Issuer) will be paid in order of seniority until it is paid in full before any allocation is made to holders of the next Class of Notes. If an Event of Default has occurred and is continuing, the Subordinated Noteholders will not have the right to determine the remedies to be exercised under the Trust Deed. 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 Collateral and the application of the proceeds from the Collateral to pay senior Classes of Notes and the fees, expenses, and other liabilities payable by the Issuer.

Each Secured Party will agree and each Noteholder will agree or will be deemed to agree, pursuant to the Transaction Documents, that it will not at any time institute against the Issuer, or join any institution against the Issuer of, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or other similar law in connection with the obligations of the Issuer relating to the Notes, the Transaction Documents or otherwise owed to the Secured Parties, save for lodging a claim in the liquidation of the Issuer which is initiated by another party (which is not an Affiliate of such party) or taking proceedings to obtain a declaration as to the obligations of the Issuer nor shall any of them have a claim arising in respect of the share capital of the Issuer. If such provisions failed to be enforceable under applicable bankruptcy or insolvency laws, it could result in a court or insolvency official liquidating the Portfolio notwithstanding the absence of class voting required for such liquidation pursuant to the Transaction Documents or failing to liquidate notwithstanding such voting direction.

2.7 Amount and timing of payments

To the extent that interest payments on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes are not made on a relevant Payment Date, such unpaid interest amounts will be deferred and the amount thereof added to the Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as the case may be, and shall earn interest at the interest rate applicable to such Notes. Any failure to pay scheduled interest on the Class C Notes (so long as, following the occurrence of a Frequency Switch Event only, the Class A Notes or the Class B Notes are outstanding), or to pay scheduled interest on the Class D Notes (so long as, following the occurrence of a Frequency Switch Event only, the Class A Notes, the Class B Notes or the Class C Notes are outstanding), or to pay scheduled interest on the Class E Notes (so long as, following the occurrence of a Frequency Switch Event only, the Class A Notes, the Class B Notes, the Class C Notes or the Class D Notes are outstanding), or to pay scheduled interest on the Class F Notes (so long as, following the occurrence of a Frequency Switch Event only, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes are outstanding) or to pay interest and principal on the Subordinated Notes, in each case, at any time, due to there being insufficient funds available to pay such interest in accordance with the applicable Priorities of Payment, will not be an Event of Default. Payments of interest and principal on the Subordinated Notes will only be made to the extent that there are Interest Proceeds and Principal Proceeds available for such purpose in accordance with the applicable Priorities of Payment. No interest or principal may therefore be payable on the Subordinated Notes for an unlimited period of time, to maturity or at all.

Investment in the Notes of any Class involves a degree of risk arising from fluctuations in the amount and timing of receipt of the principal and interest on the Collateral Debt Obligations by or on behalf of the Issuer and the amounts of the claims of creditors of the Issuer ranking in priority to the holders of each Class of the Notes. In particular, prospective purchasers of such Notes should be aware that the amount and timing of payment of the principal and interest on the Collateral Debt Obligations will depend upon the detailed terms of the documentation relating to each of the Collateral Debt Obligations and on whether or not any Obligor thereunder defaults in its obligations.

2.8 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 investor in 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 will be affected by, among other things, the performance of the Portfolio. Each prospective investor should consider the risk that an Event of Default and other adverse performance will result in a lower yield on the Subordinated Notes than that anticipated by such investor. In addition, if any Coverage Test or the Reinvestment Overcollateralisation Test fails, amounts that would otherwise be distributed to the holders of the Subordinated Notes on any Payment Date may be paid to other investors (or reinvested, as applicable) in accordance with the Priorities of Payment. Each prospective investor should consider that any such adverse developments could result in its failure to recover fully its initial investment in the Subordinated Notes.

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

The Subordinated Notes represent a highly leveraged investment in the Portfolio. 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 Collateral Debt Obligations, changes in the distributions on the Collateral Debt Obligations, defaults and recoveries on the Collateral Debt Obligations, capital gains and losses on the Collateral Debt Obligations, prepayments on the Collateral Debt Obligations, the availability, prices and interest rates of the Collateral Debt Obligations and other risks associated with the Portfolio as described in "*Relating to the Notes*" and "*Relating to the Collateral Debt Obligations*". Accordingly, the Subordinated Notes (and one or more Classes of Rated Notes) may not be paid in full and may be subject to up to a 100.0 per cent. 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 Collateral Debt Obligations, changes in the distributions on the Collateral Debt Obligations, defaults and recoveries on the Collateral Debt Obligations, capital gains and losses on the Collateral Debt Obligations, prepayments on the Collateral Debt Obligations and availability, prices and interest rates of the Collateral Debt Obligations.

Payments of Interest Proceeds to the holders of the Subordinated Notes will not be made until due and unpaid interest on the Rated 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 Rated Notes and certain other amounts have been paid in full. On any Payment Date, sufficient funds may not be available (including as a result of a failure of any of the Coverage Tests or the Reinvestment Overcollateralisation Test) to make payments to the holders of the Subordinated Notes in accordance with the Priorities of Payment.

Issuer expenses (including management fees) are generally based on a percentage of the total asset portfolio of the Issuer, including the assets obtained through the use of leverage. Given the leveraged capital structure of the Issuer, expenses attributable to the Subordinated Notes will be higher because such expenses will be based on total assets of the Issuer.

Following an acceleration of the Notes which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Event of Default*) or pursuant to an Optional Redemption in whole in accordance with Condition 7(b) (*Optional Redemption*) or 7(g) (*Redemption following Note Tax Event*), Interest Proceeds, Principal Proceeds and the net proceeds of enforcement of the security over the Collateral (other than with respect to any Counterparty Downgrade Collateral or amounts which represent Swap Tax Credits which are required to be paid or returned to a Hedge Counterparty outside the Priorities of Payment in accordance with the Hedge Agreement) shall be credited to the Payment Account and shall be allocated in accordance with the Post-Acceleration Priority of Payments pursuant to which the Rated Notes and certain other amounts owing by the Issuer 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 Issuer) 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 Trust Deed. 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 Collateral and the application of the proceeds from the Collateral to pay senior Classes of Notes and the fees, expenses, and other liabilities payable by the Issuer.

2.10 The Portfolio may be insufficient to redeem the Notes following an Event of Default

It is anticipated that the proceeds received by the Issuer on the Issue 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 Issue Date the Portfolio would be insufficient to redeem all of the Notes in full if an Event of Default under the Trust Deed occurs.

2.11 The Reinvestment Period may terminate early

The Reinvestment Period may terminate early if any of the following occur: (a) acceleration following an Event of Default, (b) an Optional Redemption in whole of all Classes of Notes by liquidation of the Portfolio in accordance with the Conditions or (c) the Investment Manager reasonably determines that it can no longer reinvest in additional Collateral Debt Obligations in accordance with the Trust Deed and the Investment Management and Collateral Administration Agreement. Early termination of the Reinvestment Period could adversely affect returns to the Subordinated Notes and may also cause the Noteholders to receive principal payments earlier than anticipated.

2.12 The Investment Manager may reinvest Unscheduled Principal Proceeds, Sale Proceeds from the sale of Credit Improved Obligations and Credit Impaired Obligations after the end of the Reinvestment Period

After the end of the Reinvestment Period, the Investment Manager may continue to reinvest (i) Unscheduled Principal Proceeds, (ii) Sale Proceeds from the sale of Credit Improved Obligations and (iii) Sale Proceeds from the sale of Credit Impaired Obligations, subject to certain conditions described under "*The Portfolio*" below. Reinvestment of Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved Obligations will likely have the effect of extending the Weighted Average Life of the Collateral Debt Obligations and the average lives of the Notes.

2.13 The Trust Deed requires mandatory redemption of the Rated Notes for failure to satisfy Coverage Tests and if an Effective Date Rating Event has occurred

If on any relevant Determination Date any applicable Coverage Test is not met with respect to any Class or Classes of Rated Notes or an Effective Date Rating Event has occurred and is continuing, Interest Proceeds that otherwise would have been paid or distributed to the Noteholders of each Class of Rated Notes (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 Unscheduled Principal Proceeds, Sale Proceeds from the sale of Credit Impaired Obligations and Sale Proceeds from the sale of Credit Improved Obligations, after the Reinvestment Period), Principal Proceeds that would otherwise have been reinvested in Collateral Debt Obligations will instead be used to redeem the Rated Notes of the most senior Class or Classes then Outstanding, in each case in accordance with the Priorities of Payment, to the extent necessary to satisfy the applicable Coverage Tests or until such Effective Date Rating Event is no longer continuing. This could result in an elimination, deferral or reduction in the payments of Interest Proceeds and Principal Proceeds to the holders of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and/or the Subordinated Notes, as the case may be. In addition, a mandatory redemption of Rated Notes owing to an Effective Date Rating Event could result in the Investment Manager causing the Issuer to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realised value of the Collateral Debt Obligations sold.

2.14 The Notes are subject to Special Redemption at the option of the Investment Manager

The Notes will be subject to redemption in part by the Issuer on any Payment Date during the Reinvestment Period if the Investment Manager (acting on behalf of the Issuer) notifies the Trustee that it has been unable, after using reasonable endeavours, for a period of at least 20 consecutive Business Days, to identify additional Collateral Debt Obligations or Substitute Collateral Debt Obligations that are deemed appropriate by the Investment Manager (acting on behalf of the Issuer) in its discretion and which would meet the Eligibility Criteria and, to the extent applicable, comply with the Reinvestment Criteria in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Account or the Unused Proceeds Account to be invested in additional Collateral Debt Obligations or Substitute Collateral Debt Obligations. On the Special Redemption Date, the Special Redemption Amount will be applied in accordance with the Principal Proceeds Priority of Payments. 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 Subordinated Notes.

2.15 Additional issuances of Notes and Contributions as well as the deferral or reinvestment of Investment Management Fees and repurchases of Notes by the Issuer, may have the effect of preventing the failure of the Coverage Tests and the occurrence of an Event of Default

The Issuer may issue and sell additional Notes of any one or more existing Classes during the Reinvestment Period and use the net proceeds to purchase additional Collateral Debt Obligations and, if applicable, enter into additional Hedge Transactions in connection with the Issuer's issuance of, and making payments on, the Notes or for other purposes permitted under the Trust Deed. If certain conditions for such additional issuance are met, such additional issuance may be made without the consent of the Noteholders (save for the Subordinated Noteholders acting by way of Ordinary Resolution, but will require the consent of the Retention Holder and the Investment Manager. See Condition 17 (*Additional Issuances*).

Subject to certain conditions, the Issuer may, pursuant to Condition 7(k) (*Purchase*), purchase any Rated Notes outstanding, in whole or in part using Principal Proceeds standing to the credit of the Principal Account or the Collateral Enhancement Account.

The Investment Manager may, pursuant to the Priorities of Payment, apply (a) all or a portion of the Senior Investment Management Fee and/or the Subordinated Investment Management Fee that would otherwise have been payable to it by either (i) deferring such amount for payment of amounts pursuant to the Priorities of Payment or (ii) designating such amount for reinvestment in Collateral Debt Obligations or Loss Mitigation Obligations, and (b) all or a portion of the Subordinated Investment Management Fee that would otherwise have been payable to it by waiving such amount for payment of amounts pursuant to the Priorities of Payment.

A Noteholder may, in certain circumstances, provide the Issuer with cash by way of a Contribution, to be applied toward a specified Permitted Use.

The use of issuance proceeds of any additional issuances as Principal Proceeds, the purchase by the Issuer of Notes, the receipt by the Issuer of a Contribution or the deferral by the Investment Manager of Investment Management Fees, may have the effect of causing a Coverage Test that was otherwise failing to be cured or modifying the effect of events that would otherwise give rise to an Event of Default and permit the Controlling Class to exercise remedies under the Trust Deed.

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

A form of liquidity for the Subordinated Notes is the optional redemption provision set out in Condition 7(b) (*Optional Redemption*). There can be no assurance, however, that such optional redemption provision will be capable of being exercised in accordance with the conditions set out in Condition 7(b) (*Optional Redemption*) which may in some cases require a determination that the amount realisable from the Portfolio is greater than the aggregate of all amounts which would be due and payable on redemption of the Rated Notes and to the other creditors of the Issuer pursuant to Condition 11(b) (*Enforcement*) which rank in priority to payments in respect of the Subordinated Notes in accordance with the Priorities of Payment.

The Notes are subject to optional and mandatory redemption in a variety of circumstances (see Condition 7 (*Redemption and Purchase*)). Depending on which of the specific provisions of Condition 7 (*Redemption and Purchase*) are applicable, in some circumstances the Notes will be redeemed in whole and in others they will only be redeemed in part. In some instances the Notes may be redeemed at the option of either the Subordinated Noteholders, the Investment Manager, or the Controlling Class. In other instances, redemption will not depend on the exercise of a discretion (as is the case, for example, with redemptions that occur after the expiry of the Reinvestment Period). There are a variety of different tests, steps, criteria and thresholds that may need to be satisfied before any such redemption can occur. In this regard potential investors should consider the terms of Condition 7 (*Redemption and Purchase*) in detail.

In general terms, optional or mandatory redemption will give rise to a number of risks including the following:

(a) Noteholders may receive a repayment of some or all of their investment earlier than anticipated, and prior to the Maturity Date;

(b) where the Notes are redeemable upon the exercise of a discretion of a transaction party or a particular Class of Noteholders, there is no obligation that in exercising such discretion the interests of any other party or Class of Noteholders be taken into account;

(c) where one or more Classes of Rated Notes are redeemed through a Refinancing, Noteholders should be aware that any such redemption would occur outside of the Note Payment Sequence and the Priorities of Payment. Subject to certain conditions, the Rated Notes may be redeemed in whole or in part by the Issuer by the redemption in whole of one or more Classes of Rated Notes at their applicable Redemption Price(s) from Refinancing Proceeds at the option of (i) in respect of a redemption in whole, the Subordinated Noteholders (acting by Ordinary Resolution) but without the consent of the holders of any other Class of Notes (see Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*) or (ii) in respect of a redemption in part, the Subordinated Noteholders (acting by Ordinary Resolution) but without the consent of the holders of any other Class of Notes or the Investment Manager (see Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*). In addition Noteholders of a Class of Rated Notes that are redeemed through a Refinancing should be aware that the interest rate of any new notes will be equal to or lower than the interest rate of such Rated Notes immediately prior to such Refinancing; and

(d) where the Notes are to be redeemed by liquidation, there can be no assurance that the proceeds of liquidation would permit any distribution on the Subordinated Notes after all required payments are made to the holders of the Rated Notes or, in certain

circumstances, that losses would not be incurred on Rated Notes. In addition, a redemption could require the Investment Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realised value of the Collateral Debt Obligations sold.

2.17 A decrease in EURIBOR will lower the interest payable on the Rated Notes and an increase in EURIBOR may indirectly reduce the credit support to the Notes

During each three month Accrual Period, the Rated Notes accrues interest at three month EURIBOR (and in the case of the initial Accrual Period, as determined pursuant to a straight line interpolation of the rates applicable to six and twelve month EURIBOR). During each six month Accrual Period, the Rated Notes accrues interest at six month EURIBOR. The interest rate may fluctuate from one accrual period to another in response to changes in EURIBOR. The Subordinated Notes do not bear a stated rate of interest. Several years ago, EURIBOR experienced historically high volatility and significant fluctuations. It is likely that EURIBOR will continue to fluctuate and none of the Issuer, the Collateral Administrator, the Investment Manager, the Arranger, the Initial Purchaser nor any of their Affiliates makes any representation as to what EURIBOR will be in the future. Because the Rated Notes bears interest based upon three month EURIBOR during three month Accrual Periods and six months EURIBOR during six months Accrual Periods as described in Condition 6(e)(i) (*Floating Rate of Interest*), there may be a basis mismatch between the Rated Notes and the underlying Collateral Debt Obligations and Eligible Investments with interest rates based on an index other than EURIBOR, interest rates based on EURIBOR for a different period of time or even three-month or six-month EURIBOR for a different accrual period. In addition, up to 10.0 per cent. of the Aggregate Collateral Balance may bear interest at a fixed rate. It is possible that EURIBOR payable on the Rated Notes may rise (or fall, subject to a floor of zero as specified in the Conditions) during periods in which EURIBOR (or another applicable index) with respect to the various Collateral Debt Obligations and Eligible Investments is stable or falling (or rising but capped at a level lower than EURIBOR for the Rated Notes). No assurance can be given that the rate of interest applicable to the portion of floating rate Collateral Debt Obligations of the Issuer that bear interest based on indices other than EURIBOR will not decrease in the future (or that such portion of floating rate Collateral Debt Obligations will not increase in the future). Some Collateral Debt Obligations, however, may have EURIBOR floor arrangements that may help mitigate this risk, but there is no requirement for any Collateral Debt Obligation to have a EURIBOR floor and there is no guarantee that any such EURIBOR floor will fully mitigate the risk of falling EURIBOR. If EURIBOR payable on the Rated Notes rises during periods in which EURIBOR (or another applicable index) with respect to the various Collateral Debt Obligations and Eligible Investments is stable or during periods in which the Issuer owns Collateral Debt Obligations or Eligible Investments bearing interest at a fixed rate, 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 Debt Obligations and the sum of the interest payable on the Rated 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 Rated Notes.

There may also be a timing mismatch between the Rated Notes and the underlying Collateral Debt Obligations as EURIBOR (or other applicable index) on such Collateral Debt Obligations may adjust more frequently or less frequently or on different dates than EURIBOR on the Rated Notes. Such a mismatch could result in the Issuer not collecting sufficient Interest Proceeds to make interest payments on the Rated Notes. The Issuer may or may not enter into interest rate swap transactions to hedge any interest rate or timing mismatch, but the Investment Manager may only cause the Issuer to enter into a Hedge Agreement in respect of which the Issuer is

provided with legal advice of reputable legal counsel to the effect that the entry into such arrangements would not require any of the Issuer, its directors or officers or the Investment Manager to register with the CFTC and/or the United States National Futures Association with respect to the Issuer as a CPO and/or a CTA. See "*Hedging Arrangements*". Even if the Issuer were to enter into one or more Hedge Agreements, there can be no assurance that the Collateral Debt Obligations and the Eligible Investments will in all circumstances generate sufficient Interest Proceeds to make timely payments of interest on the Rated Notes and to make distributions to the holders of the Subordinated Notes, nor that the Hedge Agreements will ensure any particular return on any such Notes.

2.18 LIBOR and EURIBOR Reform

On 5 March 2021, the FCA announced that over certain specified periods of time (subject to any rights of the FCA to compel IBA to continue publication) all LIBOR settings would either cease to be provided by any benchmark administrator, or no longer be representative. The only remaining LIBOR settings which are currently required to be published are the one-month, three-month and six-month USD LIBOR settings which will be published on a synthetic basis until the end of September 2024. The FCA has stated that synthetic LIBOR rates are not intended for new contracts but are available for holders of legacy LIBOR-linked contracts. If LIBOR does not survive in its current form or at all, this could adversely affect the value of, and amounts payable under, any Collateral Debt Obligations which pay interest calculated with reference to LIBOR and therefore reduce amounts which may be available to the Issuer to pay Noteholders. Furthermore, the uncertainty as to whether LIBOR will survive in its current form or at all may lead to adverse market conditions, which may have an adverse effect on the amounts available to the Issuer to pay to Noteholders.

Separately, the Financial Services Act 2021 amends the UK Benchmarks Regulation (as defined below) to give the FCA additional powers to facilitate the winding-down of critical benchmarks, such as LIBOR currency/tenor pairings. These powers include the power to "designate" a critical benchmark and if so "designated," the FCA will have a number of additional powers including (a) the power to alter the methodology by which that critical benchmark is determined and (b) the ability to permit UK regulated persons to continue to use the "designated" benchmark in certain existing LIBOR-linked contracts (referred to as "**tough legacy contracts**") for a certain period of time after such designation is made (subject to annual review). The power to permit UK regulated persons to continue to use a "designated" LIBOR rate in tough legacy contracts, although limited in its jurisdictional scope to UK persons regulated by the FCA, may be applied irrespective of the currency/tenor pairing and may have a general impact on investments referencing LIBOR.

The Euro Interbank Offered Rate (for the purposes of this risk factor, "**EURIBOR**"), together with LIBOR, and other so-called "benchmarks" are the subject of reform measures by a number of international authorities and other bodies.

In the EU, a regulation (the "**EU Benchmarks Regulation**") on indices used as benchmarks in financial instruments and financial contract and entered into force on 30 June 2016. The application date for the majority of its provisions was 1 January 2018. It is directly applicable law across the EU. The EU Benchmarks Regulation has been incorporated into UK Law by the EUWA, subject to amendments made by the Benchmarks (Amendment and Transaction Provision (EU Exit) Regulation 2019) (as amended, the "**UK Benchmark Regulation**").

The EU Benchmarks Regulation and the UK Benchmark Regulation (together, the "**Benchmark Regulations**") apply principally to "administrators" and also, in some respects,

to "contributors" and certain "users" of "benchmarks", and will, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based or UK-based, as applicable, to be subject to an equivalent regulatory regime) and make significant changes to the way in which benchmarks falling within scope of the Benchmarks Regulations are governed (including reforms of governance and control arrangements, obligations in relation to input data, certain transparency and record-keeping requirements and detailed codes of conduct for contributors) and (ii) prevent certain uses of "benchmarks" provided by unauthorised administrators by supervised entities in the EU or the UK. The scope of the Benchmarks Regulations is wide and, in addition to so-called "critical benchmark" indices, could also potentially apply to many interest rate and foreign exchange rate indices, equity indices and other indices (including "proprietary" indices or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments traded on a trading venue, financial contracts and investment funds. EURIBOR and LIBOR were designated "critical benchmarks" for the purposes of the EU Benchmarks Regulation, by way of European Commission Implementing Regulations published on 12 August 2016 and 28 December 2017, respectively. LIBOR is a "critical benchmark" for the purposes of the UK Benchmark Regulation.

Benchmarks such as EURIBOR or LIBOR may be discontinued if they do not comply with the requirements of the Benchmarks Regulations, or if the administrator of the benchmark either fails to apply for authorisation or is refused authorisation by its home regulator. On 2 July 2019, the European Money Markets Institute, administrator for EURIBOR, was granted authorisation under the EU Benchmarks Regulation by the Financial Services and Markets Authority of Belgium. EURIBOR is now considered compliant with the EU Benchmarks Regulation.

Potential effects of the Benchmarks Regulations include (among other things):

(a) an index which is a "benchmark" could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or, if based in a non-EU or non-UK jurisdiction, the administrator is not otherwise recognised as equivalent; and

(b) the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmarks Regulations, and such changes could (among other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the benchmark.

Investors should be aware that:

(a) any of the international, national or other measures or proposals for reform, or general increased regulatory scrutiny of "benchmarks" could have a material adverse effect on the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks";

(b) any of these changes or any other changes could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;

(c) if the applicable rate of interest on any Collateral Debt Obligation is calculated with reference to a benchmark (or currency or tenor) which is discontinued:

(i) such rate of interest will then be determined by the provisions of the affected Collateral Debt Obligation, which may include determination by the relevant calculation agent in its discretion; and

(ii) there may be a mismatch between the replacement rate of interest applicable to the affected Collateral Debt Obligation and the replacement rate of interest the Issuer must pay under any applicable Hedge Agreement. This could lead to the Issuer receiving amounts from affected Collateral Debt Obligations which are insufficient to make the due payment under the Hedge Agreement, and potential termination of the Hedge Agreement;

(d) if any of the relevant EURIBOR benchmarks referenced in Condition 6 (*Interest*) is discontinued, interest on the Notes will be calculated under Condition 6(e) (*Interest on the Rated Notes*); and

(e) the administrator of a relevant benchmark will not have any involvement in the Collateral Debt Obligations or the Notes and may take any actions in respect of such benchmark without regard to the effect of such actions on the Collateral Debt Obligations or the Notes.

Any of the above or any other significant changes to EURIBOR or any other benchmark could have a material adverse effect on the value of, and the amount payable under (i) any Collateral Debt Obligations which pay interest linked to a EURIBOR rate or other benchmark (as applicable), and (ii) the Notes.

2.19 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 Maturity Date. Each such average life may vary due to various factors affecting the early retirement of Collateral Debt Obligations from payments, defaults, or otherwise, the timing and amount of sales of such Collateral Debt Obligations, the ability of the Investment Manager to invest collections and proceeds in additional Collateral Debt Obligations, and the occurrence of any mandatory redemption in accordance with Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*), Optional Redemption, redemption following a Note Tax Event or Special Redemption. Retirement of the Collateral Debt Obligations prior to their respective final maturities will depend, among other things, on the financial condition of the Obligors of the underlying Collateral Debt Obligations and the respective characteristics of such Collateral Debt 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 Debt Obligations. In particular, loans are generally prepayable at par, and a high proportion of loans could be prepaid. The ability of the Issuer to reinvest proceeds in securities with comparable interest rates that satisfy the Eligibility Criteria in compliance with the Reinvestment Criteria specified herein may affect the timing and amount of payments received by the Noteholders and the yield to maturity of the Notes. See "*The Portfolio*".

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

Estimates of the average lives of the Notes, together with any 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 materialise 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 Debt Obligations; differences in the actual allocation of Collateral Debt Obligations among asset categories from those assumed; and mismatches between the time of accrual and receipt of Interest Proceeds from the Collateral Debt Obligations. None of the Issuer, the Arranger, the Initial Purchaser, the Investment Manager, the Trustee, the Agents or any other party to this transaction 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.

2.21 Certain ERISA and Related considerations

Under a regulation of the U.S. Department of Labor, as modified by Section 3(42) of ERISA, if certain employee benefit plans or other retirement arrangements subject to the fiduciary responsibility provisions of Title I of the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), or entities whose underlying assets are treated as assets of such plans or arrangements (collectively, "**Plans**") invest in a Class of Notes that is treated as equity under the regulation (which could include the Class E Notes, the Class F Notes or the Subordinated Notes), the assets of the Issuer could be considered to be assets of such Plans and certain of the transactions contemplated under such Notes could be considered "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code. See "*Certain ERISA and Related Considerations*" and "*Forced Transfer*".

2.22 Withholding tax on the Collateral Debt Obligations

At the time when they are acquired by the Issuer, the Eligibility Criteria require that payments in respect of the Collateral Debt Obligations will not be subject to withholding tax imposed by any jurisdiction (other than withholding tax that may be payable with respect to FATCA and U.S. withholding tax on commitment fees, amendment fees, waiver fees, consent fees, extension fees, or similar fees) under current market practice unless either: (i) such withholding can be eliminated or reclaimed by application being made under an applicable double tax treaty or otherwise; or (ii) the Obligor is required to make "gross up" payments to the Issuer that cover the full amount of any such withholding on an after-tax basis; or (iii) the Issuer has taken a Participation in such Collateral Debt Obligation from a Selling Institution which is able to pay interest payable under such Participation gross without withholding or deduction of tax.

However, there can be no assurance that, as a result of any change in market practice, any applicable law, rule or regulation or interpretation thereof, the payments on the Collateral Debt Obligations (including payments by Selling Institutions in the case of Participations) will not in the future become subject to withholding tax or increased withholding rates in respect of which the relevant Obligor (or, in the case of Participations, the Selling Institution) is not obliged to make "gross up" payments to the Issuer. In such circumstances, the Issuer may be

able, but will not be obliged, to take advantage of (a) a double taxation treaty between Ireland and the jurisdiction from which the relevant payment is made, (b) the current applicable law in the jurisdiction of the Obligor, or (c) the fact that the Issuer has taken a Participation in such Collateral Debt Obligations from a Selling Institution which is able to pay interest payable under such Participation gross without withholding or deduction of tax.

If the Issuer receives any interest payments on any Collateral Debt Obligation (or any Restructured Obligation in the case of the Collateral Quality Tests) net of any applicable withholding tax, the Coverage Tests (and in the case of Restructured Obligations, Collateral Quality Tests) will be determined by reference to such net receipts. Such tax (if no corresponding gross up payment is received) would also reduce the amounts available to make payments on the Notes. There can be no assurance that remaining payments on the Collateral Debt Obligations would be sufficient to make timely payments of interest and principal on the Notes of each Class and the other amounts payable in respect of the Notes on the Maturity Date. If interest payments in respect of Collateral Debt Obligations to the Issuer become subject to withholding tax, this may also trigger a Collateral Tax Event and result in an optional redemption of the Rated Notes in accordance with Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*).

2.23 U.S. tax risks

(a) Changes in tax law; imposition of tax on Non-U.S. Holders

Payments on the Notes to a Non-U.S. Holder (as defined in "*Tax Considerations - U.S. Federal Income Taxation*") that provides appropriate tax certifications to the Issuer (including the certifications described below under "*FATCA*") and gain recognised on the sale, exchange or retirement of the Notes by the Non-U.S. Holder will not be subject to U.S. federal income tax unless the payments or gain are effectively connected with a trade or business conducted by the Non-U.S. Holder within the United States for U.S. federal income tax purposes or, in the case of gain, the Non-U.S. Holder is a non-resident alien individual who holds the Notes as capital assets and is present in the United States for more than 182 days in the taxable year of the sale and certain other conditions are satisfied. However, no assurance can be given that Non-U.S. Holders will not in the future be subject to tax imposed by the United States.

(b) U.S. trade or business

Although the Issuer intends to operate so as not to be subject to U.S. federal income tax on its net income, if the Issuer were to breach certain of its covenants and acquire certain assets (for example, a "United States real property interest" or an equity interest in an entity that is treated as a partnership for U.S. federal income tax purposes and that is itself engaged in a trade or business within the United States for U.S. federal income tax purposes), including upon a foreclosure, or a breach of certain of its other covenants, the Issuer could be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. Moreover, a breach of certain of these covenants may not give rise to an Event of Default and may not give rise to a claim against the Issuer or the Investment Manager. A change in law or its interpretation also could result in the Issuer being treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise being subject to U.S. federal income tax on a net basis. If it is determined that the Issuer is engaged in a trade or business within the United States for U.S. federal income tax purposes, and the Issuer has taxable income that is effectively connected with such

trade or business within the United States, the Issuer will be subject under the Code to the regular U.S. corporate income tax on its effectively connected taxable income, which may be imposed on a gross basis, and possibly to a 30 per cent. branch profits tax and state and local taxes as well. The imposition of such a tax liability could materially adversely affect the Issuer's ability to make payments on the Notes.

(c) FATCA

Under FATCA, the Issuer may be subject to a 30.0 per cent. withholding tax on certain income. Additionally, under existing Treasury regulations, FATCA withholding on gross proceeds from the sale or other disposition of U.S. Collateral Debt Obligations was to take effect on January 1, 2019; however, proposed Treasury regulations, which may be currently relied upon by taxpayers, would eliminate FATCA withholding on such types of payments. Under an intergovernmental agreement entered into between the United States and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with Irish implementing regulations that require the Issuer to provide the name, address and taxpayer identification number of, and certain other information with respect to, certain holders of Notes to the Office of the Revenue Commissioners of Ireland, which would then provide this information to the IRS. The Issuer expects to comply with FATCA, the intergovernmental agreement and these regulations; however, in some cases, the ability to comply could depend on factors outside of the Issuer's control. Moreover, the intergovernmental agreement or the Irish implementing regulations could be amended to require the Issuer to withhold on "passthru" payments to holders that fail to provide certain information or documentation to the Issuer or are certain "foreign financial institutions" that do not comply with FATCA. 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. Under a grandfathering rule, however, no such withholding under FATCA will be required on payments made in respect of Notes that are properly treated as indebtedness for U.S. federal income tax purposes, unless such Notes are materially modified on or after the date that is six months after the date of publication of final Treasury regulations defining the term "foreign passthru payment".

If a Noteholder fails to provide the Issuer or any of its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to comply with FATCA and to prevent the imposition of tax under FATCA on payments to or for the benefit of the Issuer, or if the Noteholder's ownership of any Notes would otherwise cause the Issuer to be subject to tax under FATCA, the Issuer is authorised to withhold amounts otherwise distributable to the Noteholder, to compel the Noteholder to sell its Notes (other than the Retention Notes), and, if the Noteholder does not sell its Notes (other than the Retention Notes) within ten (10) Business Days after notice from the Issuer or any agent, the Issuer will have the right to sell the Noteholder's Notes (other than the Retention Notes) on behalf of the Noteholder.

(d) The Issuer is Expected to be Treated as a Passive Foreign Investment Company and May be Treated as a Controlled Foreign Corporation

The Issuer is expected to be a passive foreign investment company (a "**PFIC**") for U.S. federal income tax purposes, which means that a U.S. Holder of Subordinated Notes (and any Class of Notes recharacterized as equity for U.S. federal income tax purposes) may be subject to adverse tax consequences, which may otherwise be mitigated if such

holder elects to treat the Issuer as a qualified electing fund ("**QEF**") and to recognise currently its proportionate share of the Issuer's income whether or not distributed to such U.S. Holder. In addition, depending on the overall ownership of interests in the Issuer, a U.S. Holder of 10 per cent. or more, directly, indirectly or constructively, of such Notes may be treated as a U.S. shareholder in a controlled foreign corporation (a "**CFC**") and required to recognise currently its proportionate share of the "subpart F income" of the Issuer, whether or not distributed to such U.S. Holder. A U.S. Holder that makes a QEF election, or that is required to include subpart F income in the event that the Issuer is treated as a CFC, may recognise income in amounts significantly greater than the payments received from the Issuer. Taxable income may exceed cash payments when, for example, the Issuer uses earnings to repay principal on the Notes or accrues income on the Collateral Debt Obligations prior to the receipt of cash or the Issuer discharges its debt at a discount. A U.S. Holder that makes a QEF election or that is required to recognise currently its proportionate share of the subpart F income of the Issuer will be required to include in the current income its *pro rata* share of such earnings, income or amounts whether or not the Issuer actually makes any payments to such Noteholder. The Issuer, or an agent acting on behalf of the Issuer, will cause its independent accountants to supply U.S. Holders of such Notes at such holder's request with the information reasonably available to the Issuer that a U.S. Holder reasonably requests to satisfy filing requirements under the QEF election or the CFC rules.

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

The Class E Notes and Class F Notes could be treated as representing equity in the Issuer for U.S. federal income tax purposes. Because the Issuer is expected to be a PFIC for U.S. federal income tax purposes, if the Class E Notes or Class F Notes are so treated, gain on the sale of a Class E Note or Class F Note could be treated as ordinary income and subject to an additional tax in the nature of interest, and certain interest on the Class E Notes or Class F Notes could be subject to the additional tax. U.S. Holders (as defined in "*Tax Considerations - U.S. Federal Income Taxation*") may be able to avoid these adverse consequences by filing a "protective" qualified electing fund election with respect to their Class E Notes and Class F Notes. Alternatively, if the Issuer is a CFC and the Class E Notes or Class F Notes are treated as equity for U.S. federal income tax purposes, U.S. Holders of those Notes could be subject to the rules pertaining to 10.0 per cent. United States shareholders of CFCs. See "*Tax Considerations - U.S. Federal Income Taxation - U.S. Federal Tax Treatment of U.S. Holders of Rated Notes - Possible Treatment of Class E Notes and Class F Notes as Equity for U.S. Federal Income Tax Purposes*."

(f) U.S. federal income tax consequences of an investment in the Notes are uncertain

The U.S. federal income tax consequences of an investment in the Notes are uncertain, as to both the timing and character of any inclusion in income in respect of the Notes. Because of this uncertainty, prospective investors are urged to consult their tax advisors as to the tax consequences of an investment in a Note. For a more complete discussion of the U.S. federal income tax consequences of an investment in a Note, please see the summary under "*Tax Considerations - U.S. Federal Income Taxation*" below.

2.24 Forced transfer

Each initial purchaser of an interest in a Rule 144A Note and each transferee of an interest in a Rule 144A Note will be required or deemed to represent at the time of purchase that, amongst other things, the purchaser is a QIB/QP. In addition, each Noteholder will be deemed or in some cases required to make certain representations in respect of ERISA.

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer determines at any time that any holder of an interest in a Rule 144A Note is a U.S. person as defined under Regulation S under the Securities Act (a "**U.S. Person**") and is not a QIB/QP (any such person, a "**Non-Permitted Holder**"), the Issuer shall, promptly after determination that such person is a Non-Permitted Holder by the Issuer, send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its interest outside the United States to a non-U.S. Person or to a person that is not a Non-Permitted Holder within 30 days of the date of such notice. If such Holder fails to effect the transfer required within such 30 day period (a) the Issuer shall cause such Rule 144A Notes to be transferred in a sale to a person or entity that certifies to the Transfer Agent and the Issuer, in connection with such transfer, that such person or entity either is not a U.S. Person or is a QIB/QP and (b) pending such transfer, no further payments will be made in respect of such beneficial interest.

In addition, the Trust Deed provides that if any Noteholder is determined by the Issuer to be a Non-Permitted ERISA Holder, such Non-Permitted ERISA Holder may be required by the Issuer to sell or otherwise transfer its Notes to an eligible purchaser (selected by the Issuer) within 10 days of receipt of notice from the Issuer to such Non-Permitted ERISA Holder requiring such sale or transfer, at a price to be agreed between the Issuer (exercising its sole discretion) and such eligible purchaser at the time of sale, subject to the Conditions and the transfer restrictions set out in the Trust Deed. None of the Issuer, the Trustee and the Registrar shall be liable to any Noteholder having an interest in the Notes sold or otherwise transferred as a result of any such sale or transfer. The Issuer shall be entitled to deduct from the sale or transfer price an amount equal to all the expenses and costs incurred and any loss suffered by the Issuer as a result of such forced transfer. The Non-Permitted ERISA Holder will receive the balance, if any.

A Noteholder may also be compelled by the Issuer to sell its Notes, or the Issuer may sell such Noteholder's interest on behalf of such Noteholder pursuant to Condition 2(i) (*Forced sale pursuant to FATCA*). See "*U.S. tax risks – FATCA*" above.

2.25 Withholding tax on the Notes

Although no withholding tax is currently imposed on payments of interest or principal on the Notes, there can be no assurance that the law will not change and pursuant to Condition 9 (*Taxation*) the Issuer shall withhold or deduct from any such payments any amounts on account of tax where so required by law (including FATCA) or any relevant taxing authority. The Issuer is not required to make any "gross-up" payments in respect of any withholding tax applied in respect of the Notes and no Event of Default shall occur as a result of any such withholding or deduction.

If any payment on the Notes of any Class becomes properly subject to any withholding tax or deduction on account of tax a Note Tax Event may occur. In such case, the Notes may be redeemed in whole but not in part at the direction of the holders of the Subordinated Notes or the Controlling Class in each case, acting by way of Ordinary Resolution, subject to certain conditions including a threshold test pursuant to which determination is made as to whether the

anticipated proceeds of liquidation of the security over the Collateral would be sufficient to pay all amounts due and payable on the Rated Notes in such circumstances and in accordance with the Priorities of Payment.

2.26 The Issuer may become subject to third party litigation; the Issuer is recently formed and 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. The expense of defending claims against the Issuer by third parties, including bankruptcy or insolvency proceedings, 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 Investment Manager and the Corporate Services Provider and for payment of the Issuer's other accrued and unpaid Administrative Expenses are limited to amounts available to make such payments in accordance with the Priorities of Payment. If 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, the Trustee, the Agents, the Corporate Services Provider and/or the Investment Manager may not be able to defend or prosecute legal proceedings that may be brought against them or that the Issuer might otherwise bring to protect its interests. In addition, service providers who are not paid in full, including the Corporate Services Provider, which provides the directors to the Issuer, have the right to resign. This could ultimately lead to the Issuer being in default under the applicable laws of Ireland and potentially being removed from the register of companies and dissolved.

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

The Issuer has not registered with the United States Securities and Exchange Commission (the "**SEC**") as an investment company pursuant to the Investment Company Act, in reliance on an exclusion under Section 3(c)(7) of the Investment Company Act for securities issuers (a) whose outstanding securities are beneficially owned only by "qualified purchasers" (within the meaning given to such term in the Investment Company Act and the regulations of the SEC thereunder) with respect to the Issuer and certain transferees thereof identified in Rule 3c-5 and Rule 3c-6 under the Investment Company Act and (b) which do not make a public offering of their securities in the United States.

No opinion or no-action position has been requested of the SEC with respect to the status of the Issuer as investment company under the Investment Company Act.

If the SEC or a court of competent jurisdiction were to find that the 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 could sue the Issuer and seek recovery of any damages caused by the violation; and (iii) any contract to which the Issuer is party that is made in violation of the Investment Company Act or whose performance involves such violation could be declared 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, the Issuer or any of the Collateral becoming required to register as an "investment company" under the Investment Company Act will constitute an Event of Default if such requirement continues for 45 days. Should the Issuer be subjected to any or all of the foregoing, the Issuer and Noteholders would be materially and adversely affected.

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer determines that any holder of an interest in a Rule 144A Note is a Non-Permitted Holder the Issuer shall require the sale of the relevant Notes subject to and in accordance with the Conditions. See "*Forced transfer*" above.

2.28 Legislative and regulatory actions in the United States, Europe and elsewhere may adversely affect the Issuer and the Notes

In Europe, the United States and elsewhere there has been, and there continues to be increased political and regulatory scrutiny of banks, financial institutions, "shadow banking entities" and the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold or trade asset-backed securities, and may thereby affect the liquidity of such securities.

Certain of these European, US and global regulatory efforts overlap. Even where such regulatory efforts overlap, they generally have not been undertaken on a coordinated basis resulting in regulatory divergence and potential conflict across jurisdictions. Areas where divergence between regulation exists or has begun to develop (whether with respect to scope, interpretation, timing, approach or otherwise), include trading, clearing and reporting requirements for derivatives transactions, higher capital and margin requirements relating to uncleared derivatives transactions, and capital and liquidity requirements that may result in mandatory "ring-fencing" of capital or liquidity in certain jurisdictions, among others. Investors should be aware that risks posed by such regulatory overlap and divergence are material and that the Issuer and, consequently, an investment in the Notes could be materially and adversely affected thereby.

None of the Issuer, the Arranger, the Initial Purchaser, the Investment Manager, the Retention Holder, the Trustee nor any of their respective affiliates makes any representation as to the proper characterisation 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. All prospective investors in the Notes whose investment activities are subject to legal investment laws, rules and regulations (including risk retention laws, rules and regulations that apply currently to the investor, or which may do so in the future), 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 regulatory restrictions, unfavourable accounting treatment, capital charges, reserve requirements or other consequences. Certain regulatory or legislative provisions applicable to certain investors may have the effect of limiting or restricting their ability to hold or acquire 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.

2.29 The Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") was signed into law on 21 July 2010. The Dodd-Frank Act represents a comprehensive change to financial regulation in the United States, and affects virtually every area of the capital markets. Implementation of the Dodd-Frank Act has required, and will continue to require, many lengthy rulemaking processes resulting in the adoption of a multitude of new regulations applicable to entities which transact business in the U.S. or with U.S. persons outside the U.S. The Dodd-Frank Act affects many aspects, in the U.S. and internationally, of the business of the Investment Manager, including securitisation, proprietary trading, investing, creation and management of investment funds, OTC derivatives and other activities. While many regulations implementing various provisions of the Dodd-Frank Act have been finalised and adopted, some aspects have yet to be fully implemented. It is therefore difficult to predict whether and to what extent the Issuer and the businesses of the Investment Manager and its subsidiaries and affiliates, will be affected by the Dodd-Frank Act as implementing regulations are finalised over time and come into effect.

The Securities and Exchange Commission (the "**SEC**") proposed changes to Regulation AB (as defined under the Securities Act) 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 require the publication of a new prospectus in connection with the issuance and sale of any additional Notes or any Refinancing. On 27 August 2014, the SEC adopted final rules amending Regulation AB that did not implement these proposals. However, 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. If such amendments are made to Regulation AB in the future, they may place additional requirements and expenses on the Issuer in the event of the issuance and sale of any additional notes, which expenses may reduce the amounts available for distribution to the Noteholders.

None of the Issuer, the Investment Manager, the Initial Purchaser or the Arranger makes any representation as to such matters. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by the Dodd-Frank Act and the rules to be promulgated thereunder in making any investment decision in respect of the Notes.

2.30 U.S. Swap Regulations

Pursuant to Title VII of the Dodd-Frank Act regulators in the United States have promulgated and continue to promulgate a range of new regulatory requirements that may affect the pricing, terms and compliance costs associated with the entry into any Hedge Transaction by the Issuer and the availability of such Hedge Transactions. Some or all of the Hedge Transactions that the Issuer may enter into may be affected by U.S. derivatives requirements, including (i) the requirement that certain swaps be centrally cleared and traded on a designated contract market or swap execution facility, (ii) initial or variation margin requirements of any central clearing organisation (with respect to cleared swaps) or initial or variation margin requirements with respect to uncleared swaps, (iii) swap reporting and recordkeeping obligations, and other matters. These new requirements may (x) significantly increase the cost to the Issuer and/or the Investment Manager of entering into Hedge Transactions such that the Issuer may be unable to purchase certain types of Collateral Debt Obligations, (y) have unforeseen legal

consequences on the Issuer or the Investment Manager or (z) have other material adverse effects on the Issuer or the Noteholders.

Furthermore, the CFTC and SEC and prudential regulators have adopted regulations that may require the posting of variation margin on certain types of uncleared swaps entered into by entities such as the Issuer. Hedge Transactions may be subject to such requirements, depending on the identity of the Hedge Counterparty and the type of transaction. The Trust Deed does not permit the Issuer to post margin. Accordingly, the application of United States margin regulations to a Hedge Transaction or a proposed Hedge Transaction could have a material adverse effect on the Issuer's ability to hedge its interest or currency rate exposure, or on the cost of such hedging.

2.31 Commodity Pool Regulation

The Issuer's ability to enter into Hedge Transactions may cause the Issuer to be a "commodity pool" as defined in the United States Commodity Exchange Act, as amended ("**CEA**") and the Investment Manager to be a "commodity pool operator" ("**CPO**") and/or a "commodity trading advisor" (a "**CTA**"), each as defined in the CEA in respect of the Issuer. The CEA, as amended by the Dodd-Frank Act, defines a "commodity pool" to include certain investment vehicles operated for the purpose of trading in "commodity interests" which includes swaps. CPOs and CTAs are subject to regulation by the CFTC and must register with the CFTC unless an exemption from registration is available. Based on applicable CFTC interpretive guidance, the Issuer is not expected to fall within the definition of a "commodity pool" under the CEA. In order to comply with the conditions of such guidance, or otherwise fall outside the scope of CFTC registration, the Issuer (or the Investment Manager on the Issuer's behalf) may only enter into Hedge Agreements if, prior to entering into such Hedge Agreement, the Issuer has obtained legal advice of reputable legal counsel to the effect that the Issuer's entry into such Hedge Transaction would not require any of the Issuer, its directors, or officers or the Investment Manager to register with the CFTC and/or the United States National Futures Association as a CPO or CTA pursuant to the CEA.

In the event that trading or entering into one or more Hedge Agreements would result in the Issuer's activities falling within the definition of a "commodity pool", the Investment Manager may cause the Issuer to be operated in compliance with the exemption set forth in CFTC Rule 4.13(a)(3) for CPOs to pools whose interests are sold to qualifying investors pursuant to an exemption from registration under the Securities Act, and that limit transactions in commodity interests to the trading thresholds set forth in the Rule. Specifically, under CFTC Rule 4.13(a)(3), the Issuer would be required to limit transactions in commodity interests so that either (i) no more than 5.0 per cent. of the liquidation value of the Issuer's assets is used as margin, premiums and required minimum security deposits to establish such positions, or (ii) the aggregate net notional value of the Issuer's positions in commodity interests does not exceed 100.0 per cent. of the Issuer's liquidation value. In addition, in order to claim exemption from registration under CFTC Rule 4.13(a)(3), the Investment Manager would be required to represent to the CFTC that neither it nor any of its principals are subject to specified statutory disqualifications under the CEA. If the Investment Manager elects to file for a registration exemption under CFTC Rule 4.13(a)(3), then unlike a CFTC-registered CPO, the Investment Manager would not be required to deliver a CFTC-mandated disclosure document or a certified annual report to investors, or otherwise comply with the requirements applicable to CFTC-registered CPOs and CTAs. Utilising this exemption from registration may impose additional costs on the Investment Manager and the Issuer and may significantly limit the Investment Manager's ability to engage in hedging activities on behalf of the Issuer.

Alternatively, the Investment Manager may seek to rely on another exemption from CFTC registration. The conditions of such exemption may constrain the extent to which the Issuer may be able to enter into swap transactions. In particular, the limits imposed by such exemptions may prevent the Issuer from entering into a Hedge Agreement that the Investment Manager believes would be advisable or result in the Issuer incurring financial risks that would have been hedged pursuant to swap transactions absent such limits. In addition, the costs of obtaining and maintaining such exemption will be passed on to the Issuer.

Notwithstanding the above, in the event that the CFTC guidance referred to above changes or the Issuer engages in one or more activities that might cause it to fall within the definition of a "commodity pool" under the CEA and no exemption from registration is available, registration of the Investment Manager as a CPO or a CTA may be required before the Issuer (or the Investment Manager on the Issuer's behalf) may enter into any Hedge Agreement. Registration of the Investment Manager as a CPO and/or a CTA could cause the Investment Manager to be subject to extensive compliance and reporting requirements that would involve material costs which may be passed on to the Issuer. The scope of such compliance costs is uncertain but could adversely affect the amount of funds available to make payments on the Notes.

Further, if the Investment Manager determines that additional Hedge Transactions should be entered into by the Issuer in excess of the trading limitations set forth in any applicable exemption from registration as a CPO and/or a CTA, the Investment Manager may elect to withdraw its exemption from registration and instead register with the CFTC as the Issuer's CPO and/or CTA. The costs of obtaining and maintaining these registrations and the related compliance obligations may be paid by the Issuer as Administrative Expenses. Such costs would reduce the amount of funds available to make payments on the Notes. These costs are uncertain and could be materially greater than the Investment Manager anticipated when deciding to enter into the transaction and register as a CPO and/or a CTA. In addition, it may not be possible or advisable for the Investment Manager to withdraw from registration as a CPO and/or a CTA after any relevant swap transactions terminate or expire. The costs of CPO and/or CTA registration and the ongoing CPO and/or CTA compliance obligations of the Investment Manager could exceed, perhaps significantly, the financial risks that are being hedged pursuant to any Hedge Transaction.

Neither the CFTC nor the National Futures Association (the "**NFA**") pass upon the merits of participating in a pool or upon the adequacy or accuracy of offering memoranda. Consequently, neither the CFTC not the NFA has reviewed or approved this Offering Circular or any related subscription agreement.

2.32 U.S. Risk Retention Rules

On October 21, 2014, the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act (the "**U.S. Risk Retention Rules**") were issued. Except with respect to asset-backed securities transactions that satisfy certain exemptions, the U.S. Risk Retention Rules generally require a "sponsor" of asset-backed securities or its "majority-owned affiliate" (as defined in the U.S. Risk Retention Rules) to retain not less than 5.0 per cent. of the credit risk of the assets collateralizing asset-backed securities.

On February 9, 2018, a three-judge panel (the "**Panel**") of the United States Court of Appeals for the District of Columbia Circuit ruled in favour of the LSTA in its lawsuit against the Securities and Exchange Commission and the Board of Governors of the Federal Reserve System (the "**LSTA Decision**"). The Panel's opinion in the LSTA Decision became effective on April 5, 2018, when the district court entered its order following the issuance of the appellate

mandate on April 3, 2018 (the "**Mandate**") in respect thereof. As a result, no party expects to be required to comply with the U.S. Risk Retention Rules, and none of the Investment Manager or its affiliates will have any obligation to hold any Notes for any period of time.

No assurance can be made whether or not any governmental authority will continue to take further legislative or regulatory action in response to past or future economic crises, or otherwise, including by adopting new credit risk retention rules for the type of transaction contemplated herein (a "**New Risk Retention Rule**" and together with the U.S. Risk Retention Rules, "**U.S. Retention Regulations**"), and the effect (and extent) of such actions, if any, cannot be known or predicted.

If any determination is made that this transaction is subject to the U.S. Risk Retention Rules, the Investment Manager may fail to comply (or not be able to comply) with the U.S. Risk Retention Rules, which may have a material adverse effect on the Investment Manager, the Issuer and/or the market value and/or liquidity of the Notes.

In the event that the U.S. Retention Regulations become applicable to this transaction in the future, the Issuer's ability to effect any additional issuance of Notes, any Refinancing or any material amendment may be impaired or limited due to the consent rights of the Investment Manager with respect to each such action. In granting or withholding its consent to any such action to the extent it is required under the Trust Deed with respect thereto, it should be expected that the Investment Manager will act in its own self-interest (and will not take into account the interests of any other Person, including the Issuers and/or any Noteholders).

None of the Issuer, the Initial Purchaser, the Arranger, the Investment Manager, the Trustee or any of their Affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the application of the U.S. Risk Retention Rules, to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future.

2.33 Volcker Rule

Section 619 of the Dodd-Frank Act (the "**Volcker Rule**") prevents "banking entities" (a term which includes affiliates of a U.S. banking organisation as well as affiliates of a non-U.S. banking organisation that has a branch or agency office in the U.S., regardless where such affiliates are located) from (i) engaging in proprietary trading in financial instruments, or (ii) acquiring or retaining any "ownership interest" in, or in "sponsoring", a "covered fund," subject to certain exemptions.

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund", as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the "covered fund". A "covered fund" is defined widely, and includes any issuer which would be an investment company under the Investment Company Act 1940 (the "**ICA**") but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of that Act, subject to certain exclusions found in the Volcker Rule's implementing regulations.

It should be noted that a commodity pool as defined in the CEA (see "*Commodity Pool Regulation*", above) could, depending on which CEA exemption is used by such commodity pool or its commodity pool operator, also fall within the definition of a covered fund as described above.

On 25 June 2020, the five federal agencies responsible for implementing the Volcker Rule approved a final rule concerning the Volcker Rule's "covered fund" prohibition and certain aspects of the term "ownership interest" as defined in the Volcker Rule, which became effective on 1 October 2020 (the "**Volcker Changes**"). Among other changes, the recent final rule narrowed the definition of "ownership interest", eased certain aspects of the loan securitisation exclusion and created additional exclusions from the "covered fund" definition. Pertinent Volcker Changes include, but are not limited to:

(a) an exclusion for "senior loans" or "senior debt interests" possessing certain characteristics (as set forth in Section 10(d)(6)(ii)(B) of the Volcker Rule) from the definition of "ownership interest" by operation of a safe harbour; and

(b) an expanded carve-out to the definition of "ownership interest", providing that the right to remove an investment manager for "cause" (as defined in Section 10(d)(6)(i)(A)(2) of the Volcker Rule) is excluded for purposes of the Volcker Rule from classification as a "right to participate in the selection or removal of a general partner, managing member, member of the board of directors or trustees, investment manager, investment adviser, or commodity trading advisor".

The foregoing illustrations of the Volcker Changes are necessarily of a limited scope and are not intended to be a comprehensive identification of all Volcker Changes. Each investor that is subject to the Volcker Rule should familiarise itself carefully with the recent Volcker Changes (with the assistance of its professional advisors), and consider how such changes will affect it, its business, and the suitability of the Notes for its investment. Investors should note that there can be no assurance that there will be no further regulatory developments in this area. It is unclear at this time whether any additional amendments to the Volcker Rule will be proposed or adopted, and whether any such changes will affect the ability of banking entities to acquire and retain any of the Notes or to exercise voting rights with respect to the selection or replacement of the Investment Manager.

There is limited published interpretive regulatory guidance regarding the Volcker Rule and implementation of the regulatory framework for the Volcker Rule is still evolving. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in the Issuer should consult its own legal advisers and consider the potential impact of the Volcker Rule in respect of such investment. If investment by "banking entities" in the Notes of any Class is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Notes. Each investor is responsible for analysing its own position under the Volcker Rule, and any other similar laws and regulations and none of the Issuer, the Initial Purchaser, the Investment Manager, the Agents or the Trustee nor any of their Affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the application of the Volcker Rule to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future.

If the Issuer is deemed to be a "covered fund", the provisions of the Volcker Rule and its related regulatory provisions, will severely limit the ability of "banking entities" to hold an "ownership interest" in the Issuer or enter into certain credit related financial transactions with the Issuer. Any entity that is a "banking entity" as defined under the Volcker Rule and is considering an investment in "ownership interests" of the Issuer should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment. If investment by "banking entities" in the Notes of any Class is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Notes.

No assurance can be made as to the effect of the Volcker Rule on the ability of certain investors subject thereto to acquire or retain an interest in the Notes. Each prospective investor in the Notes should independently consider the potential impact of the Volcker Rule in respect of any investment in the Notes. Investors should conduct their own analysis to determine whether the Issuer is a "covered fund" for their purposes. None of the Issuer, the Initial Purchaser, the Arranger, the Investment Manager, the Trustee or any of their Affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the application of the Volcker Rule, to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future.

2.34 Reliance on Rating Agency Ratings

The Dodd-Frank Act requires that federal banking agencies amend their regulations to remove reference to or reliance on credit agency ratings, including but not limited to those found in the federal banking agencies' risk-based capital regulations. New regulations have been proposed but have not yet been fully implemented in all respects. When such regulations are fully implemented, investments in asset-backed securities like the Notes by such institutions may result in greater capital charges to financial institutions that own such securities, or otherwise adversely affect the treatment of such securities for regulatory capital purposes. Furthermore, all prospective investors in the Notes whose investment activities are subject to legal 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 regulatory restrictions, unfavourable accounting treatment, capital charges or reserve requirements.

2.35 Securitisation Regulation Requirements

Background

Investors should be aware, and in some cases are required to be aware, of the risk retention, transparency and investor diligence requirements that apply in the EU under the EU Securitisation Regulation and in the UK under the UK Securitisation Regulation (such requirements, together, the "**Securitisation Regulation Requirements**"), in addition to any other regulatory requirements that are (or may become) applicable to them and/or with respect to their investment in the Notes. Each investor should consult with its own legal, accounting, regulatory and other advisors and/or its regulator before committing to acquire any Notes to determine whether, and to what extent, the information set out in this Offering Circular and in any investor report provided in relation to the transaction is sufficient for the purpose of satisfying such requirements.

The EU Securitisation Regulation applies in general (subject to certain grandfathering) from 1 January 2019 and, from 9 April 2021, the EU Securitisation Regulation applies as amended by Regulation (EU) 2021/557. However, some legislative measures necessary for the full implementation of the EU Securitisation Regulation regime have not yet been finalised and compliance with certain requirements may be subject to the application of transitional provisions. In addition, further amendments are expected to be introduced to the EU Securitisation Regulation regime as a result of its periodic wider review. In this regard it should be noted that the European Securities and Markets Authority is currently reviewing the EU reporting regime . in response to the European Commission's report of October 2022.

The EU Securitisation Regulation establishes certain common rules for all securitisations that fall within its scope (including recast of pre-1 January 2019 risk retention and investor due diligence regimes).

The EU Securitisation Regulation has direct effect in member states of the EU and, once the EU Securitisation Regulation is incorporated into the EEA Agreement, it will apply more broadly in the EEA, including Iceland, Norway and Liechtenstein.

Following the UK's withdrawal from the EU at the end of 2020, the UK Securitisation Regulation applies in the UK and it largely mirrors (with some adjustments) the EU Securitisation Regulation as it applied in the EU at the end of 2020. However, the currently applicable UK regime will be revoked and replaced with a new recast regime as a result of the UK post-Brexit move to "A Smarter Regulatory Framework for financial services" (the "**UK SR Reforms**"). The new UK regime (the "**Recast UK SR**") is being introduced under the Financial Services and Markets Act 2000, as amended by the Financial Services Markets Act 2023 ("**FSMA**") and related thereto (i) the Securitisation Regulations 2024 (SI 2024/102), as amended ("**2024 UK SR SI**"); as well as (ii) the new securitisation rules of the Prudential Regulation Authority ("**PRA**") and the Financial Conduct Authority ("**FCA**") ("**PRA Securitisation Rules**" and "**FCA Securitisation Rules**", collectively "**PRA/FCA Securitisation Rules**"). It should be noted that the implementation of the UK SR Reforms is a protracted process and will be introduced in phases. The first phase, which will revoke the existing regime and replace it with the Recast UK SR regime is expected to come into force on 1 November 2024. In Q1 2025, there will be a phase two to the reforms whereby the UK government, the PRA and the FCA will consult on further changes including, but not limited to, the recast of the transparency and reporting requirements. Therefore, at this stage, not all of the details are known on the implementation of the UK SR Reforms. Note also that while the Recast UK SR regime will apply to new securitisations with the UK nexus closed on or after 1 November 2024 and investments made in relevant securitisation positions by the UK institutional investors on or after that date, the Recast UK SR regime also has potential implications for securitisations in-scope of the UK Securitisation Regulation that closed prior to 1 November 2024.. Please note that some divergence between EU and UK regimes exists already. While the Recast UK SR regime brings some alignment with the EU regime, it also introduces new points of divergence and the risk of further divergence between EU and UK regimes cannot be ruled out in the longer term as it is not known at this stage how the ongoing reforms or any future reforms will be finalised and implemented in the UK or the EU.

Due Diligence Requirements

The EU Due Diligence Requirements apply to institutional investors (as defined in the EU Securitisation Regulation), being (subject to certain conditions and exceptions) (a) institutions for occupational retirement provision; (b) credit institutions (as defined in Regulation (EU) No 575/2013, as amended (the "**CRR**")); (c) alternative investment fund managers who manage and/or market alternative investment funds in the EU; (d) investment firms (as defined in the CRR); (e) insurance and reinsurance undertakings; and (f) management companies of UCITS funds (or internally managed UCITS); and the EU Due Diligence Requirements apply also to certain consolidated affiliates of such credit institutions and investment firms. Each such institutional investor and each relevant affiliate is referred to herein as an "**EU Institutional Investor**".

The UK Due Diligence Requirements apply to institutional investors (as defined in the UK Securitisation Regulation) being (subject to certain conditions and exceptions): (a) insurance

undertakings and reinsurance undertakings as defined in the FSMA; (b) occupational pension schemes as defined in the Pension Schemes Act 1993 that have their main administration in the UK, and certain fund managers of such schemes; (c) alternative investment fund managers as defined in the Alternative Investment Fund Managers Regulations 2013 which market or manage alternative investment funds in the UK; (d) UCITS as defined in the FSMA, which are authorised open ended investment companies as defined in the FSMA, and management companies as defined in the FSMA; (e) FCA investment firms as defined in Regulation (EU) No 575/2013 as it forms part of UK domestic law by virtue of the EUWA and as amended (the "**UK CRR**"); and (f) CRR firms as defined in the UK CRR; and the UK Due Diligence Requirements apply also to certain consolidated affiliates of such CRR firms. Each such institutional investor and each relevant affiliate is referred to herein as a "**UK Institutional Investor**".

EU Institutional Investors and UK Institutional Investors are referred to together as "**Institutional Investors**"; and a reference to the applicable Securitisation Regulation or Due Diligence Requirements means, in relation to an Institutional Investor, as the case may be, the Securitisation Regulation or the Due Diligence Requirements to which such Institutional Investor is subject. In addition, for the purpose of the following paragraph, a reference to a "third country" means (i) in respect of an EU Institutional Investor and the EU Securitisation Regulation, a country other than an EU member state, or (ii) in respect of a UK Institutional Investor and the UK Securitisation Regulation, a country other than the UK.

The applicable Due Diligence Requirements restrict an Institutional Investor from investing in a securitisation unless:

(a) in each case, it has verified that the originator, sponsor or original lender will retain, on an ongoing basis, a material net economic interest of not less than five per cent. in the securitisation in accordance with the applicable Retention Requirement and the risk retention is disclosed to the Institutional Investor;

(b) in the case of an EU Institutional Investor, it has verified that the originator, sponsor or securitisation special purpose entity ("**SSPE**") has, where applicable, made available the information required by the EU Transparency Requirements in accordance with the frequency and modalities provided for thereunder;

(c) in the case of a UK Institutional Investor, it has verified that the originator, sponsor or securitisation special purpose entity:

  (i) if established in the United Kingdom, has, where applicable, made available the information required by the UK Transparency Requirements in accordance with the frequency and modalities provided for thereunder; and

  (ii) if established in a third country, has, where applicable, made available information which is substantially the same as that which it would have made available under the UK Transparency Requirements if it had been established in the UK, and has done so with such frequency and modalities as are substantially the same as those with which it would have made information available if it had been established in the UK; and

(d) in each case, it has verified that, where the originator or original lender either (i) is not a credit institution or an investment firm or (ii) is established in a third country, the originator or original lender grants all the credits giving rise to the underlying exposures

on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness.

The applicable Due Diligence Requirements further require that an Institutional Investor carry out a due diligence assessment which enables it to assess the risks involved prior to investing, including but not limited to the risk characteristics of the individual investment position and the underlying assets and all the structural features of the securitisation that can materially impact the performance of the investment. In addition, pursuant to the applicable Securitisation Regulation, while holding an exposure to a securitisation, an Institutional Investor is subject to various monitoring obligations in relation to such exposure, including but not limited to: (i) establishing appropriate written procedures to monitor compliance with the due diligence requirements and the performance of the investment and of the underlying assets; (ii) performing stress tests on the cash flows and collateral values supporting the underlying assets; (iii) ensuring internal reporting to its management body; and (iv) being able to demonstrate to its competent authorities, upon request, that it has a comprehensive and thorough understanding of the investment and underlying assets and that it has implemented written policies and procedures for the risk management and as otherwise required by the applicable Securitisation Regulation.

If a Competent Authority for an Institutional Investor determines that such Institutional Investor failed to comply with the Due Diligence Requirements in respect of an investment in a securitisation, including as a result of non-compliance with the applicable Retention Requirement or Transparency Requirements, such Institutional Investor is liable to penalties and, if it is subject to regulatory capital requirements, a punitive regulatory capital charge with respect to such securitisation position.

Retention Requirements

The Retention Requirements impose a direct obligation on the originator, sponsor or original lender of a securitisation to retain on an ongoing basis a material net economic interest in the securitisation of not less than five per cent.

With respect to the commitment of the Retention Holder under the Risk Retention Letter to retain a material net economic interest in the securitisation, please see the statements set out in "*The Retention Holder and the Retention and Transparency Requirements*" below.

Any costs incurred by any Person (including the Investment Manager) in connection with the satisfaction of the Retention Requirements shall be paid as an Administrative Expense.

The EU authorities had expressed concerns in the past with certain possible interpretations of the definition of "originator" when it is designated as the risk retention holder. In response to such concerns, Article 6(1) of the Securitisation Regulations requires that an entity shall not be considered to be an originator for risk retention purposes where it has been "established or operates for the sole purpose of securitising exposures".

The interpretation of this sole purpose test is subject to guidance in the corresponding regulatory technical standards set out in Commission Delegated Regulation (EU) 2023/2175 (the "**EU Recast Risk Retention RTS**").

Under the UK Securitisation Regulation no guidance has been developed in relation to the interpretation of the sole purpose test. However, under the Recast UK SR regime, the new guidance on the sole purpose test is set out in the PRA/FCA Securitisation Rules. While such rules only apply to securitisations with the UK nexus that close on or after 1 November 2024, from the general policy perspective, the PRA/FCA guidance is nevertheless useful for the interpretation of the sole purpose test under the UK Securitisation Regulation. In this regard it should be noted that the PRA/FCA guidance is similar, but not identical, to the guidance included in the EU Recast Risk Retention RTS.

No assurance can be given that the Retention Requirements, or the interpretation or application thereof, will not change. There can be no assurances as to whether the compliance by the Retention Holder will be affected, if at all, by any change which may be adopted in any final law or regulation (including any corresponding technical standards) relating to the Retention Requirements. For a description of how the Retention Holder will undertake to comply with Securitisation Regulations and a description of the Retention Holder's business see further "*The Retention Holder and the Retention and Transparency Requirements*" and "The Investment Manager" below.

Transparency Requirements

The Transparency Requirements require the originator, sponsor and SSPE (i.e. the issuer) of a securitisation to make certain prescribed information available to the national regulators in their respective EU member states (each a "**Member State**") and/or the UK, as applicable ("**Competent Authorities**"), to holders of positions in the securitisation, and, upon request, to potential investors. The information required to be made available includes:

(a) a transaction summary and certain Transaction Documents to be made available before pricing;

(b) quarterly asset-level reports ("**Loan Reports**");

(c) quarterly investor reports ("**Investor Reports**");

(d) any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation (Regulation (EU) No 596/2014) ("**Inside Information**"); and

(e) information on "significant events" ("**Significant Event Information**").

It is not possible to make final Transaction Documents available before pricing and so the Collateral Administrator (acting on behalf of the Issuer), has made draft documentation available in substantially final form. Such Transaction Documents in final form will be available as soon as reasonably practicable following the issuance of the Notes.

The content and forms of the Loan Reports, the Investor Reports and, in relation to public transactions only, Inside Information and Significant Event Information are specified in technical standards forming part of the Securitisation Regulations.

Loan Reports and Investor Reports are to be made available simultaneously on a quarterly basis and at the latest one month after each Payment Date. With respect to any period where no Payment Date occurs quarterly, Loan Reports and Investor Reports are required to be made available simultaneously not more than three months after the most recent publication of the

preceding Loan Report and Investor Report, or within three months of the Issue Date. Inside Information and Significant Event Information are required to be made available without delay.

The Transparency Requirements provide that the originator, sponsor and SSPE of a securitisation shall designate amongst themselves one of them (the "**Reporting Entity**") to fulfil the Transparency Requirements. Under the Investment Management and Collateral Administration Agreement the Issuer will be designated as the Reporting Entity; although the Issuer is designated as the Reporting Entity, the Transparency Requirements apply to both the Issuer and the Retention Holder as the originator.

Under the Investment Management and Collateral Administration Agreement the Investment Manager will undertake, subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, to reasonably assist the Issuer in complying with its obligations under the Transparency Requirements, including by providing to the Collateral Administrator (or any applicable third party reporting entity), subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, any reports, data and other information, (i) which are in the possession of the Investment Manager, (ii) which are not subject to legal or contractual restrictions on disclosure (unless the relevant information can be summarised or disclosed in an anonymised form, in accordance with such legal or contractual restrictions on disclosure), and (iii) to which the Collateral Administrator (or any applicable third party reporting entity) does not otherwise have access (in the case of the Collateral Administrator, in the ordinary course of its collateral administration duties) or which are not otherwise in the Collateral Administrator's possession, required for compliance by the Issuer with the Transparency Requirements *provided* that the Investment Manager shall not be responsible or liable for failing to provide any reports, data and other information that the Investment Manager is unable to procure or source using reasonable efforts. The Issuer (or the Reporting Agent on its behalf) shall compile (x) each Loan Report and (y) each Investor Report and the Collateral Administrator shall, following receipt thereof from the Issuer (or the Reporting Agent on behalf of the Issuer), make available at the times required by the Securitisation Regulations (i) each Loan Report, (ii) each Investor Report (iii) each Inside Information Report; and (iv) each Significant Event Report, in each case via (A) the Reporting Website which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Investment Management and Collateral Administration Agreement or such other form as may be agreed between the Issuer, the Collateral Administrator and the Investment Manager from time to time, such certificate may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) that it is a Relevant Recipient and/or (B) such other method of dissemination as is required by the Securitisation Regulations or a Competent Authority (as instructed by the Issuer or the Investment Manager on its behalf and as agreed with the Collateral Administrator). See the sections of this Offering Circular titled "*The Retention Holder and the Retention Requirements and Transparency Requirements—Transparency Requirements*" and "*Description of the Reports.*"

Whether the Investment Manager will be able to obtain and provide to the Issuer, the Reporting Agent and the Collateral Administrator all of the information required to be reported in accordance with the Transparency Requirements is unclear. Any costs incurred by the Investment Manager or the Collateral Administrator in connection with their assisting the Issuer with the preparation and/or filing of such information and reports required by the Transparency Requirements shall be paid as Administrative Expenses.

If a Competent Authority determines that the Transparency Requirements have not been or are not being satisfied the Retention Holder as the originator and/or the Issuer may be subject to the penalties as described above under "*Retention Requirements*". Any such penalties imposed on the Issuer may materially adversely affect the Issuer's ability to perform its obligations under in respect of the Notes and any such penalties imposed on the Retention Holder as the originator may materially adversely affect its ability to perform its obligations under the Transaction Documents and, in each case, could have a negative impact on the price and liquidity of the Notes in the secondary market.

The Investment Manager is required to indemnify the Issuer for Investment Manager Breaches in accordance with the Investment Management and Collateral Administration Agreement and the Investment Manager may be entitled to indemnification from the Issuer in respect of any pecuniary sanctions or administrative penalties imposed on the Investment Manager in the absence of an Investment Manager Breach (See "*Description of the Investment Management and Collateral Administration Agreement— Responsibilities of the Investment Manager*"). Investors should note that in respect of such indemnity by the Investment Manager, the Investment Manager shall only indemnify the Issuer in instances where it has acted in a manner constituting bad faith, wilful misconduct or gross negligence, whereas the pecuniary sanctions or administrative penalties under the Securitisation Regulations described above may be applied to the Issuer on the basis of ordinary negligence. Accordingly, should the Issuer be subject to any administrative sanctions due to the Investment Manager's negligence, the Issuer may be unable to have recourse to the Investment Manager under the Investment Manager's indemnity described above (however should the Investment Manager be subject to any such sanctions due to its own negligence the Issuer will not be required to indemnify the Investment Manager (See "*Description of the Investment Management and Collateral Administration Agreement—Responsibilities of the Investment Manager*")).

Jurisdictional Scope of the Securitisation Regulation Obligations

Each of the Securitisation Regulations is silent as to the jurisdictional scope of the respective Retention Requirements and Transparency Requirements that apply thereunder and whether, for example, these obligations apply to U.S. established entities such as the Investment Manager.

As regards the jurisdictional scope of the Retention Requirements, the Explanatory Memorandum to the original Commission proposal for a Securitisation Regulation implied that the EU Retention Requirement would not apply where none of the originator, sponsor or original lender is established in the EU. The European Banking Authority (the "**EBA**") confirmed this interpretation (in its "Feedback on the public consultation" section of its Final Draft Regulatory Technical Standards published on 31 July 2018) where it said: "The EBA agrees however that a "direct" obligation should apply only to originators, sponsors and original lenders established in the EU as suggested by the Commission in the explanatory memorandum." This EBA interpretation is, however, non-binding and not legally enforceable. Furthermore, it may not have any relevance as regards the jurisdictional scope of the UK Retention Requirement.

It is unclear (i) whether the EU Transparency Requirements apply where none of originator, sponsor and SSPE is established in the EU and (ii) whether the UK Transparency Requirements apply where none of originator, sponsor and SSPE is established in the UK.

Uncertainties in the Scope of the Securitisation Regulation Requirements

Aspects of the detail and effect of the Securitisation Regulation Requirements and what is, or will be, required to demonstrate compliance to Competent Authorities remain unclear. Furthermore, a Competent Authority's views with regard to the Securitisation Regulation Requirements may not be based exclusively on technical standards, guidance or other information known at this time.

Prospective investors should therefore make themselves aware of the Securitisation Regulation Requirements (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. If a regulator determines that the transaction did not comply or is no longer in compliance with the Securitisation Regulation Requirements or any applicable legal, regulatory or other requirement, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes.

Any changes in the law or regulation, the interpretation or application of any law or regulation or changes in the regulatory capital treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market.

No assurance can be given that any Securitisation Regulation Requirements, or the interpretation or application thereof, will not change, and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes. The Retention Holder does not have an obligation to change the quantum or nature of its holding of the Retention Notes due to any future changes in the Securitisation Regulation Requirements or in the interpretation thereof.

Disclaimer

Each prospective investor in the Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction are sufficient to comply with the applicable Due Diligence Requirements or any other legal, regulatory or other requirements to which such prospective investor is subject. Each prospective investor in the Notes should consult with its own legal, regulatory, accounting and other advisors and/or the Competent Authority for such investor to determine whether, and to what extent, such information is sufficient for such purposes.

None of the Issuer, the Investment Manager, the Initial Purchaser, the Trustee, the Collateral Administrator, any other Agent, the Retention Holder, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any information described herein and in any reports provided to investors in relation to this transaction is sufficient in all circumstances for such purposes or any other purpose or that the structure of the Notes, the Retention Holder (including its holding of the Retention Notes) and the transactions described herein are compliant with the Securitisation Regulation Requirements or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor with respect to any deficiency in such information or any failure of the transactions or structure contemplated hereby to comply with or otherwise satisfy such requirements. Without limiting the foregoing, investors should be aware that at this time, the EU and UK authorities have published only limited binding guidance relating to the satisfaction of the Retention Requirements by an institution similar to the Retention Holder. Furthermore,

any relevant regulator's views with regard to the Securitisation Regulation Requirements may not be based exclusively on technical standards, guidance or other information known at this time.

2.36 CRA Regulations

Regulation (EU) 462/2013 of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies (the "**EU CRA Regulation**") came into force on 20 June 2013 and has been incorporated into UK law in accordance with the Withdrawal Agreement, as amended by the Credit Rating Agencies (Amendment etc.) (EU Exit Regulations) 2019 (as may be amended or superseded from time to time) (the "**UK CRA Regulation**" and, together with the EU CRA Regulation, the "**CRA Regulations**").

Article 8(c) of the CRA Regulations has introduced a requirement that where an issuer or a related third party intends to solicit a credit rating of structured finance instruments, it shall obtain two independent ratings for such instruments. Article 8(d) of the CRA Regulations has introduced a requirement that where an issuer or a related third party intends to appoint at least two credit rating agencies to rate the same instrument, the issuer or a related third party shall consider appointing at least one rating agency having less than a 10.0 per cent. market share among agencies capable of rating that instrument. The Issuer intends to have two rating agencies appointed, but does not make any representation as to market share of either agency, and any consequences for the Issuer, related third parties and investors if an agency does not have a less than 10.0 per cent. market share are not specified. Investors should consult their legal advisors as to the applicability of the CRA Regulations and any consequence of non-compliance in respect of their investment in the Notes.

The Conditions oblige the Trustee, without the consent of any of the Noteholders, to concur with the Issuer in the making of modifications to the Transaction Documents and/or the Conditions to comply with the requirements of CRA Regulations which may become applicable at a future date.

2.37 Financial Transaction Tax

In February 2013, the European Commission published a proposal for a Council Directive implementing a financial transaction tax ("**FTT**") requested by Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (each, other than Estonia, a "**Participating Member State**"). However, in March 2016, Estonia completed the formalities required to cease participation in the enhanced cooperation on FTT.

Under the Commission Proposal, the proposed FTT would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including: (i) by transacting with a person established in a Participating Member State; or (ii) or the financial instrument in which the parties are dealing is issued in a Participating Member State. The FTT may apply to both transaction parties where one of these circumstances applies.

The FTT may also apply to dealings in the Collateral to the extent the Collateral constitutes financial instruments within its scope, such as bonds. In such circumstances, it is not possible to predict with certainty what effect the proposed FTT might have on the business of the Issuer. However, there will be no gross-up by any party to the transaction and amounts due to Noteholders may be adversely affected.

Certain aspects of the Commission Proposal are controversial and, while the Commission Proposal initially identified the date of introduction of the FTT across the Participating Member States as being 1 January 2014, this anticipated introduction date has been extended on several occasions due to disagreement among the Participating Member States regarding a number of key issues concerning the scope and application of the FTT. Negotiations between Participating Member States on the Commission's proposal are continuing and the FTT may therefore be altered prior to any implementation, the timing of which remains unclear. Additional Member States may also decide to participate in the FTT.

Prospective holders of the Notes are advised to seek their own professional advice in relation to any FTT and its potential impact on their dealings in the Notes before investing.

2.38 Corporation Tax – Deductibility of Interest

Under the rules set out in Section 110 (the "**Section 110 Regime**") of the Taxes Consolidation Act 1997, as amended, of Ireland (the "**TCA**"), interest or other distributions may be re-characterised as a non-deductible distribution where the payment is made to a person which is not resident in Ireland for tax purposes and which is not otherwise within the charge to corporation tax in Ireland and which is a "specified person".

A "specified person" in relation to the Issuer for these purposes means (A) a company which indirectly (i) controls the Issuer, (ii) is controlled by the Issuer, or (iii) is controlled by a third company which also directly or indirectly controls the Issuer, or (B) a person, or persons who are connected with each other, (i) from whom assets were acquired, (ii) to whom the Issuer has made loans or advances, (iii) to whom loans or advances held by the Issuer were made, or (iv) with whom the qualifying company has entered into specified agreements (as defined by Section 110 TCA), where the aggregate value of such assets, loans, advances or agreements represents not less than 75.0 per cent of the aggregate value of the "qualifying assets" (as defined by Section 110 TCA) of the Issuer.

A person has "control" of the Issuer for these purposes where that person has (a) the power to secure by means of the holding of shares or the possession of voting power in or in relation to the Issuer or any other company, or by virtue of any powers conferred by the constitution, articles of association or other document regulating the Issuer or any other company, that the affairs of the Issuer are conducted in accordance with the wishes of that person, or (b) "significant influence" (being the ability to participate in the financial and operating policy decisions of a company) over the Issuer and holds an entitlement to more than 20.0 per cent. of the shares in the Issuer, 20.0 per cent. by principal value of the debt carrying profit-dependent or excessive interest issued by the Issuer (or any securities with no par value) or 20.0 per cent. of the interest on such securities.

The operation of the Section 110 Regime could result in tax deductions for payment of interest by the Issuer to such specified persons on any Notes, the return on which is dependent on the results of the Issuer's business or exceeds a commercial rate of return, being non-deductible and potentially subject to dividend withholding tax.

However, these recharacterisation rules under the Section 110 Regime apply where the payment is made to a "specified person" and the Issuer, at the time the Notes the return on which is dependent on the results of the Issuer's business or exceeds a commercial rate of return were issued, was aware that interest or other distributions paid on such Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a Member State of the European Union (other than Ireland) or a country with which

Ireland has signed a double tax treaty ("**Relevant Territory**"). As a result, these recharacterisation rules should not apply to the Notes on the basis of a confirmation by the Issuer that, at the time the Notes were issued, the Issuer was not in possession or aware of any information, including information about any arrangement or understanding in relation to ownership of the Notes after that time, which could reasonably be taken to indicate that interest or other distributions paid on the Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in Ireland or in a Relevant Territory which generally applies to profits, income or gains received in that Relevant Territory by persons from sources outside that Relevant Territory.

Irish Specified Property Business

Interest or other distributions paid out on the Notes that are profit dependent (to the extent to which such distributions exceed a reasonable commercial rate of return as determined at the creation of the Note) or any part of which exceeds a reasonable commercial return may not be deductible in full to the extent that the interest is associated with a "specified property business" carried on by a qualifying company (such as the Issuer). A "specified property business" of a qualifying company means, subject to a number of exceptions, a business of holding "specified mortgages", units in an IREF (being a specified form of investment undertaking within the meaning of Chapter 1B of Part 27 of the TCA) or shares that derive their value or the greater part of their value, directly or indirectly, from Irish land. A "specified mortgage" for this purpose is (a) a loan which is secured on, and which derives its value from, or the greater part of its value from, directly or indirectly, Irish land, (b) a "specified agreement" (effectively a profit dependent derivative) which derives its value, or the greater part of its value, directly or indirectly, from Irish land or a loan to which (a) applies, or (c) the portion of a specified security (essentially a security carrying profit dependent or commercially excessive return in respect of which, if these specified property business rules did not apply to it, payments on that security would be deductible under Section 110 of the TCA) treated as attributable to the specified property business in accordance with the rules.

The legislation treats the holding of such assets as a separate business to the rest of the qualifying company's activities (if any). The qualifying company is taxed on any profit that is attributable to that business at 25.0 per cent. and any such interest that is profit dependent or that part of any interest which exceeds a reasonable commercial return is not deductible, subject to a number of exceptions.

However, these rules do not apply to "CLO transactions" as defined in Section 110(5A) of the TCA. Broadly, a "CLO transaction" refers to a securitisation transaction within the meaning of Article 4(1)(61) of the CRR (now Article 2(1) of the Securitisation Regulation) which is entered into by a qualifying company where (i) this transaction is a "securitisation" carried out in conformity with listing particulars (for securities listed on an exchange, other than the main market, of Ireland or another EU or EEA member state), (ii) any warehousing period provided for did not exceed three (3) years, (iii) there are eligibility criteria governing the type and quality of assets to be acquired by the Issuer and (iv) based on the listing particulars and the activities of the Issuer, it would not be reasonable to consider that the main purpose or one of the main purposes of the Issuer was to acquire "specified mortgages". In order to benefit from the exemption, the qualifying company must not carry out any activities other than activities relating to a CLO transaction or those which are incidental or preparatory to the transaction or business of a CLO transaction. The Issuer considers that the transaction described in this offering circular is within the definition of "CLO transaction".

2.39 Multilateral Instrument

On 24 November 2016, the OECD published the text and explanatory statement of the "Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting" ("**MLI**"). Ireland lodged its ratification documents in 2019. The MLI applies alongside existing tax treaties, modifying the application of those existing treaties where both jurisdictions agree on the application.

The date from which provisions of the MLI have effect in relation to a double tax treaty depends on several factors including the type of tax which the relevant treaty article relates to. In most cases, since the Issuer is not relying, for Irish tax purposes, on the provisions of an Irish double tax treaty, the MLI should have little Irish tax effect on it. The Issuer's ability to rely on Ireland's double tax treaties to reduce or eliminate taxes in other jurisdictions may be affected. Ireland has adopted the principal purpose test ("**PPT**"), so in cases where the other jurisdiction has also adopted the PPT, it will be a relevant consideration if seeking to rely on a double tax treaty. The PPT denies treaty benefits where it is reasonable to conclude, having regard to all of the relevant facts and circumstances for this purpose, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it was established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty.

It is also possible that Ireland will negotiate other amendments to its double tax treaties on a bilateral basis in the future which may affect the ability of the Issuer to obtain the benefit of those treaties.

If interest payments in respect of Collateral Debt Obligations to the Issuer become subject to withholding tax, this may trigger a Collateral Tax Event and result in an optional redemption of the Rated Notes in accordance with Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*) (see also "*Withholding Tax on the Collateral Debt Obligations*" above). If certain jurisdictions outside Ireland imposed tax on the net income or profits of the Issuer, this may constitute a Note Tax Event, which may result in an optional redemption (in whole but not in part) of the Notes of each Class in accordance with Condition 7(g) (*Redemption following Note Tax Event*).

2.40 EU Anti-Tax Avoidance Directive and EU Anti-Tax Avoidance Directive 2

As part of its anti-tax avoidance package, and to provide a framework for a harmonised implementation of a number of the OECD BEPS conclusions across the EU, the EU Council adopted Council Directive (EU) 2016/1164 (the "**Anti-Tax Avoidance Directive**") on 12 July 2016, to be transposed by 31 December 2018.

The EU Council adopted Council Directive (EU) 2017/952 (the "**Anti-Tax Avoidance Directive 2**") on 29 May 2017, amending the Anti-Tax Avoidance Directive, to provide for minimum standards for counteracting hybrid mismatches involving EU Member States and third countries, which were required to be implemented by 31 December 2021.

Ireland has now fully transposed both the Anti-Tax Avoidance Directive and the Anti-Tax Avoidance Directive 2. There are two measures of particular relevance.

First, the Anti-Tax Avoidance Directive provides for an "interest limitation rule" which restricts the deductibility of the entity's net borrowing costs (being the amount by which its borrowing costs exceed its taxable interest revenues and other economically equivalent taxable revenues)

to the higher of (a) EUR 3,000,000 or (b) 30 per cent. of its earnings before interest, tax, depreciation and amortisation. This measure was introduced in Ireland with effect for accounting periods commencing on or after 1 January 2022. These new rules may not impact the Issuer if (i) it does not have excess borrowing costs or (ii) it qualifies as a "single company worldwide group", as defined in the implementing legislation, and does not make any interest or interest equivalent payments to associated enterprises (within the meaning of the hybrid mismatch rules discussed below).

However, where the Issuer funds interest payments on the Notes from payments it receives on the Collateral Debt Obligations which are interest or "interest equivalent" (as defined in the implementing legislation), then the Issuer should not have any excess borrowing costs and so the rules may have not have a significant impact of the Issuer. Alternatively, where the Issuer meets certain conditions, including not being consolidated with any other entity for accounting purposes, then it may qualify as a 'single company worldwide group' which means that provided it does not make any interest or interest equivalent payments to associated enterprises it may use the "equity ratio" rule (as defined in the implementing legislation), such that it should not suffer a restriction.

If, as a result of the interest limitation rule there is a restriction in the amount of interest for which the Issuer can take a tax deduction, this may result in an increased Irish tax liability for the Issuer. The imposition of increased tax liabilities in Ireland for the Issuer as a result of the interest limitation rule would reduce the cash flows available to make payments on the Notes. An increase in the Issuer's Irish corporation tax liability in these circumstances may not constitute either a Collateral Tax Event or a Note Tax Event and may not entitle Holders to redeem the Notes in accordance with Condition 7(f) (*Redemption Following Note Tax Event*) or Condition 7(b)(i)(B) (*Optional Redemption in Whole – Subordinated Noteholders*) as a consequence thereof.

Secondly, the Irish legislation transposing the Anti-Tax Avoidance Directive (as amended by the Anti-Tax Avoidance Directive 2) provides for hybrid mismatch rules that are designed to neutralise arrangements where amounts are deductible from the income of one entity but are not taxable for another, or the same amounts are deductible for two entities by denying a deduction for the paying entity. These rules could potentially apply to the Issuer where: (i) the interest that it pays under the Notes, and claims deductions from its taxable income for, is not brought into account as taxable income by the relevant Noteholder, either because of the characterisation of the Notes, or the payments made under them, or because of the nature of the Noteholder itself; and (ii) the mismatch arises between associated enterprises, between the Issuer and an associated enterprise, or under a structured arrangement. It is not expected that the Issuer will make any interest or interest equivalent payments to associated enterprises, however if the Issuer does make such a payment to an associated enterprise the measures should not impact the payment on the Notes unless it gives rise to a hybrid mismatch.

For the purposes of the hybrid rules, a structured arrangement is one involving a mismatch outcome where the mismatch outcome is priced into the terms of the arrangement or the arrangement was designed to give rise to a mismatch outcome. Absent any guidance from the Irish Revenue Commissioners on how they will approach structured arrangements in practice, it is not yet clear if this would apply to the transaction to bring it within scope of the hybrid rules.

2.41 OECD Model GloBE Rules and the European Commission's Proposed Directive on GloBE Rules

On 20 December 2021, the OECD published the draft Global Anti-Base Erosion Model Rules which are aimed at ensuring that Multinational Enterprises ("**MNEs**") will be subject to a global minimum 15 per cent. tax rate from 2023 ("**GloBE Rules**"). A directive to implement the rules on minimum effective taxation in the EU (the "**Pillar 2 Directive**") was adopted by the Council of the EU on 15 December 2022.

The Pillar 2 Directive introduces a minimum effective tax rate of 15% for MNEs (or large-scale domestic groups) with consolidated revenues of at least €750 million for at least two of the previous four fiscal years which are operating in the EU's internal market and beyond. It provides a common framework for implementing a set of three complementary rules known as the GLoBE rules comprising of the (qualified) domestic top up tax ("**DTT**"), the income inclusion rule ("**IIR**"), and a backstop rule known as the undertaxed profit rule ("**UTPR**"). The DTT ensures that the 15% rate applies to relevant companies operating in each Member State. The IIR requires the ultimate parent entity of the group to look down through its group on a jurisdiction-by-jurisdiction basis and in the event that any of its subsidiaries do not pay an effective tax rate of 15% the ultimate parent entity would have to pay a top-up tax for low taxed entities in a jurisdiction. The UTPR acts as a backstop rule to tax profits not subject to DTT or IIR, i.e. where the group does not apply or fully impose the top-up tax under the IIR rule, additional top-up tax can be collected at the subsidiary as opposed to ultimate parent entity level. The Pillar 2 Directive was required to be transposed by all EU Member States by 31 December 2023. The implementing Irish legislation is contained in the Irish Finance (No. 2) Act 2023 and applies for accounting periods commencing on or after 31 December 2023 (the "**Irish Pillar 2 Legislation**").

The Issuer could be within the scope of the Irish Pillar 2 Legislation if (i) it is regarded as part of an MNE group or a large-scale domestic group which has revenues of more than EUR 750 million a year, or (ii) it is a standalone entity which has revenues of more than EUR 750 million a year. Broadly, the Issuer will be part of an MNE group or a large-scale domestic group for these purposes if it is consolidated with other entities under specified financial accounting standards (or would be but for certain exceptions). The Issuer does not currently anticipate that it will be consolidated into any financial statements in a manner that could bring it within scope of the Irish Pillar 2 Legislation.

To the extent that the Issuer is not a member of a MNE group or a large-scale domestic group it would be considered a standalone entity. Where an Irish standalone entity has revenue in excess of EUR750 million for an accounting period in two of the previous four fiscal years it may have a DTT tax liability within the meaning of the Irish Pillar 2 Legislation. Such a liability would arise if it has an effective tax rate of under 15% (as calculated for the purpose of the Irish Pillar 2 Legislation) ("**In-Scope Standalone Entity**"). On the basis that it is not currently anticipated that the Issuer would meet this revenue threshold, it should not be an In-Scope Standalone Entity.

However, the rules contained in the Irish Pillar 2 Legislation are new and complex and it is not yet known how the Irish Revenue will interpret or apply them. Therefore, the potential application of the Irish Pillar 2 Legislation to the Issuer cannot be determined with certainty.

2.42 EU Proposal for 'debt-equity bias reduction allowance' Directive ("**DEBRA**")

On 11 May 2022, the European Commission published the first draft of the 'debt-equity bias reduction allowance' directive (DEBRA). This proposed directive aims to encourage greater equity funding and discourage excessive debt funding within the EU. DEBRA will contain two measures. The first will consist of 'an allowance for equity', which will provide a tax deduction to taxpayers who increase their equity capital compared to the previous tax year. The second provides for a restriction of interest deductibility. The new limitation on interest deductibility would apply alongside and in addition to the existing interest limitation rule introduced as part of the Anti-Tax Avoidance Directive. Similar to the Anti-Tax Avoidance Directive, the limitation only applies to the extent a taxpayer funds interest expense from non-interest or equivalent income. In summary, the tax deductibility of "exceeding borrowing costs" of a taxpayer would be capped at 85 per cent. each year.

As currently drafted, the proposal contains exemptions for certain limited specified undertakings. These exempted undertakings include 'securitisation special purpose entities' and 'special purpose vehicles' entities. There is no "de minimis" exception and no group ratio rules unlike the Anti-Tax Avoidance Directive rules.

The proposal requires the unanimous approval of the EU Council before it is adopted and there is no certainty that it will be introduced in its current form. Until the proposal receives approval and a final directive is published, it is not possible to provide definitive guidance on the impact of the proposals on the Issuer's Irish tax position.

2.43 EU Proposal for Anti-Tax Avoidance Directive III ("**ATAD III**")

On 22 December 2021, the European Commission published a proposal for a Council Directive to prevent the misuse of shell entities for tax purposes. The ATAD III proposals are aimed at legal entities which have limited substance and economic activity in their jurisdictions of residence. Where the rules apply, the proposal is that such entities should be denied the benefit of double taxation agreements entered into between EU Member States as well as certain EU tax directives, including the Parent Subsidiary Directive and Interest and Royalty Directive. There is a possibility that any denial of the benefit of double taxation agreements entered into between EU Member States under the ATAD III proposals might impact currently available treaty exemptions from withholding tax on interest payments to the Issuer.

As currently drafted, the proposal contains exemptions for certain undertakings including a 'securitisation special purpose entity' (as defined) and companies which have a transferable security admitted to trading or listed on a regulated market or multilateral trading facility. There is no certainty that the proposal will be introduced in its current form. The proposal requires the unanimous approval of the EU Council before it is adopted.

Until the proposal receives approval and a final directive is published, it is not possible to provide definitive guidance on the impact (if any) of the proposal on the Issuer's Irish tax position.

2.44 Imposition of VAT on Investment Management Fees

The Issuer has been advised that under current Irish domestic law, the Investment Management Fees should be exempt from VAT. This is on the basis that they should be treated as consideration paid for collective portfolio management services provided to a "*qualifying company*" as defined in section 110 of the Taxes Consolidation Act 1997.

This exemption is based upon Article 135(1)(g) of Council Directive 2006/112/EC on the Common System of Value Added Tax, which provides that Member States shall exempt from VAT the management of "*special investment funds*" as defined by Member States.

Historically, a similar position has been taken by the Netherlands, however recent developments have changed this and the approach of the Dutch tax authorities currently is that collateral management services are subject to VAT in the Netherlands with effect from 1 April 2019. This change in approach stems in part from the decision of the Court of Justice of the European Union on 9 December 2015 in the case of *Staatssecretaris van Financiën v Fiscale Eenheid X NV cs Case C-595/13*. The *Fiscale Eenheid X* case concerned whether a Dutch fund investing in real estate could qualify as a "special investment fund". The Court decided that funds such as those under consideration that are not UCITS could only qualify as "special investment funds" if they are "*subject to specific State supervision*" because only "*investment funds that are subject to specific State supervision can be subject to the same conditions of competition and appeal to the same circle of investors*" as UCITS. However, on 22 April 2020, the Dutch tax authorities subsequently provided written guidance confirming that although collateral management and administration fees remain subject to VAT, this will not apply with retroactive effect.

Partly in response to the *Fiscale Eenheid* X case, the European Commission has asked the VAT Committee (an advisory body comprising representatives from tax authorities of all of the Member States and chaired by a representative from the European Commission) to shed light on the types of entities that can also qualify as "special investment funds". A large majority of the VAT Committee concluded that an entity cannot qualify as a "special investment fund" if it cannot be seen to target the same circle of investors as UCITS either because of the characteristics of its investment portfolio or because of the conditions under which investors are permitted to participate in the fund.

The views expressed by the VAT Committee are merely advisory and do not necessarily have the agreement of the European Commission. Furthermore, its views are not legally binding and the courts may disagree with them. There is nevertheless a risk that the European Commission will accept the views of the VAT Committee and will conclude that entities such as the Issuer cannot qualify as a "special investment fund" because they are either not subject to the right sort of regulatory supervision in Ireland and/or because they do not target the same circle of investors as UCITS.

Member States have a degree of discretion on how to define "special investment funds", and therefore there are some discrepancies amongst Member States on the meaning of the term. The *Fiscale Eenheid X* case was about how broad that discretion is. The application of the VAT exemption for "special investment funds" could now be reviewed at a Member State level and/or by the European Commission to ensure that the definitions used are within the ambit of discretion permitted by the VAT Directive.

The Issuer is not aware of any proposal to amend Irish domestic law to remove the exemption from VAT on collateral management fees paid by entities such as the Issuer. However, it is possible that some Member States (including Ireland) could change their domestic VAT laws, or the European Commission could require them to do so. If so, the Issuer could from then be required to account for VAT in Ireland in respect of the Investment Management Fees. The standard VAT rate in Ireland is currently 23 per cent. It is also possible that Ireland could be required to recover the benefit of the VAT exemption obtained before the date on which the law changes from the Issuer together with interest.

The imposition of VAT in Ireland on the Investment Management Fees will not constitute a Note Tax Event or a Collateral Tax Event. Accordingly, Noteholders will not become entitled to redeem the Notes as a consequence thereof. Furthermore, it may not be possible to substitute the Issuer with another company that is incorporated in another jurisdiction within the European Economic Area that does not charge VAT on CLO investment management fees.

2.45 EMIR

The European Market Infrastructure Regulation EU 648/2012 as amended from time to time ("**EMIR**") and its various delegated regulations and technical standards impose a range of obligations on parties to "over-the-counter" ("**OTC**") derivative contracts according to whether they are "financial counterparties" ("**FCs**") (such as certain investment firms, alternative investment funds (in respect of which, see "*Alternative Investment Fund Managers Directive*" below), credit institutions and insurance companies), "non-financial counterparties" ("**NFCs**") or third country entities equivalent to FCs or NFCs. EMIR, together with its associated delegated regulations and technical standards, was incorporated into UK domestic law by the EUWA and amended by certain UK secondary legislation.

Types of entities and obligations

EMIR sets out thresholds for entities to assist with the categorisation thereof: (i) in the case of NFCs, the aggregate month-end average position for the previous 12 months of all OTC derivative contracts entered into by the NFC and other non-financial entities within its "group" (as defined in EMIR), excluding eligible hedging transactions, does not exceed certain thresholds (set per asset class of OTC derivatives), however, once the threshold for one asset class is exceeded, the NFC will be categorised as an NFC+ and (ii), in the case of FCs, the same thresholds apply, but FCs: (A) cannot exclude their hedging transactions from the threshold calculations, and (B) once the threshold for one asset class is exceeded, the FC must clear all OTC derivatives via an authorised or recognised central counterparty. FCs and NFCs, in each case, which are above the "clearing threshold" ("FC+s" and "NFC+s" respectively) are subject to an obligation to clear through an authorised or recognised central counterparty (the "**clearing obligation**") all "eligible" OTC derivative contracts entered into with other counterparties (NFC+s need only clear those asset classes in respect of which the clearing threshold is exceeded). All counterparties must report the details of all derivative contracts to a trade repository (the "**reporting obligation**") (provided that from 18 June 2020, FCs have been responsible under EMIR for reporting in connection with OTC derivative contracts on behalf of both themselves and their NFC counterparties that are not subject to the clearing obligation, and accordingly, each Hedge Counterparty will be required to report details of any relevant Hedge Transactions for both itself and the Issuer) and undertake certain risk-mitigation techniques in respect of OTC derivative contracts which are not cleared by a central counterparty such as timely confirmation of terms, portfolio reconciliation and compression and the implementation of dispute resolution procedures (the "**risk mitigation obligations**"). Non-cleared OTC derivatives entered into by FCs and NFC+s must also be marked-to-market on a daily basis and collateral may be required to be exchanged (the "**margin requirement**") to the extent that the FC or NFC+ enters into OTC derivatives transactions with other counterparties subject to the margin requirement.

NFCs which are below such "clearing threshold" (each, an "**NFC-**") and small financial counterparties (as described under EMIR) are not subject to the clearing obligation. An NFC- is also exempted from certain additional risk mitigation obligations, such as the posting of collateral.

Margin requirement

The margin requirement applies to non- cleared OTC derivatives. The margin requirement applies to FCs and NFC+s which transact with other FCs, NFC+s and third country equivalents (subject to exemptions) and, depending on the counterparty, will require collection and posting of variation margin and, for the largest counterparties/groups, initial margin. Variation margin requirements already apply and initial margin requirements are taking effect through a staged implementation period.

Under EMIR, NFCs may choose to calculate their aggregate month-end average positions for the previous 12 months. However, if an entity (such as the Issuer) is classified as NFC-, it is important that the calculation is made to avoid any concern or questions arising relating to the correct classification of the entity as an NFC-.

The Issuer expects to be an NFC-. However, if the Issuer is considered to be a member of a "group" (as defined in EMIR) (which may, for example, potentially be the case if the Issuer is consolidated by a Noteholder as a result of such Noteholder's holding of a significant proportion of the Subordinated Notes) and/or if the aggregate month-end average position of OTC derivative contracts entered into by the Issuer and any non-financial entities within such group exceeds the applicable thresholds (excluding eligible hedging transactions), the Issuer would be subject to the clearing obligation, or if the relevant contract is not a type required to be cleared, to the risk mitigation obligations, including the margin requirement. Also, please see "*Alternative Investment Fund Managers Directive*" below in respect of the potential classification of the Issuer as an AIF.

Prospective investors should be aware that if the Issuer becomes subject to the clearing obligation or to the margin requirement, it is unlikely that it would be able to comply with such requirements, which would adversely affect the Issuer's ability to enter into or materially amend Hedge Transactions (and may also lead to termination of existing Hedge Transactions and/or Hedge Agreements) and/or may significantly increase the cost of entering into derivative contracts (to the extent that the Issuer is reclassified as a FC or NFC+ and becomes subject to marking to market and collateral posting requirements in respect of non-cleared OTC derivatives such as the Asset Swap Transactions and the Interest Rate Hedge Transactions). These changes may adversely affect the Issuer's ability to enter into Hedge Transactions and therefore the Issuer's ability to acquire Non-Euro Obligations and manage interest rate risk. As a result of such increased costs and/or additional regulatory requirements, investors may receive significantly less or no interest or return, as the case may be, as the Investment Manager may not be able to execute its investment strategy as anticipated. Investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR in making any investment decision in respect of the Notes.

The Hedge Agreements may also contain early termination events which are based on the application of EMIR and which may allow the relevant Hedge Counterparty to terminate a Hedge Transaction upon the occurrence of an adverse EMIR related event. The termination of a Hedge Transaction in these circumstances may result in a termination payment being payable by the Issuer. See "*Hedging Arrangements*".

The Conditions permit the Issuer to amend, modify and/or supplement any Transaction Document and oblige the Trustee, without the consent of any of the Noteholders, to consent to the making of such amendment, modification or supplement to the Transaction Documents which the Issuer certifies are required of the Notes to comply with the requirements of EMIR which may become applicable in the future.

2.46 Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") and the UK Alternative Investment Fund Managers Regulation 2013 (as amended) ("**UK AIFMR**") regulate alternative investment fund managers in the EU and UK respectively ("**AIFMs**"). If the Issuer is an AIF (which at this stage is unclear) and does not fall within the scope of the SSPE Exemption then it would be necessary to identify its AIFM, which would be the entity which manages it in general and is therefore most likely to be the Investment Manager. In such a scenario, the Investment Manager would be subject to the AIFMD and the UK AIFMR and would need to be appropriately regulated and certain duties and responsibilities would be imposed on the Investment Manager in respect of its management of the Portfolio. Such duties and responsibilities, were they to apply to the Investment Manager's management of the assets of the Issuer, may result in significant additional costs and expenses incurred by the Investment Manager which, in respect of some such fees and expenses, may be reimbursable by the Issuer to the Investment Manager pursuant to the Investment Management and Collateral Administration Agreement as an Administrative Expense, which may in turn negatively affect the amounts payable to Noteholders. If the Investment Manager was to fail to, or be unable to, be appropriately regulated, the Investment Manager may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. Any regulatory changes arising from implementation of the AIFMD or the UK AIFMR (or otherwise) that impair the ability of the Investment Manager to manage the Issuer's assets may adversely affect the Investment Manager's ability to carry out the Issuer's investment strategy and achieve its investment objective. If considered to be an AIF managed by an AIFM, the Issuer would also be classified as an FC under EMIR and may be required to comply with the EMIR clearing obligation and/or risk mitigation techniques for uncleared OTC derivatives contracts (including obligations to exchange margin) with respect to Hedge Transactions (under the EMIR REFIT all AIFs will be FCs whether or not managed by an authorised AIFM). See also "*EMIR*" above.

There is an exemption from the definition of AIF in AIFMD and UK AIFMR for "SSPEs" (the "**SSPE Exemption**"). The European Securities and Markets Authority ("**ESMA**") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it. However, as regards the position in Ireland, the Central Bank of Ireland has confirmed that pending such further clarification from ESMA, "registered financial vehicle corporations" with the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank (which has now been recast pursuant to Regulation (EU) No 1075/2013 of the European Central Bank), such as the Issuer, do not need to seek authorisation as an AIF or appoint an AIFM unless the Central Bank issues further guidance advising them to do so.

Lastly it should be noted, The Financial Conduct Authority (the "**FCA**") has indicated in its "Perimeter Guidance" that arrangements that meet the exclusion in paragraph 5 of the Schedule to the Financial Services and Markets Act 2000 (*Collective Investment Schemes*) Order 2001 (the "**CIS Order**"), will not be viewed by the FCA as an AIF under UK AIFMR. Paragraph 5 of the Schedule to the CIS Order includes an exclusion from the definition of "collective investment scheme" in Section 235 of the FSMA for issues of debt instruments such as the Notes issued by the Issuer.

The Conditions of the Notes allow the Issuer and oblige the Trustee, without the consent of any of the Noteholders, to concur with the Issuer in the making of modifications to the Transaction Documents and/or the Conditions of the Notes to comply with the requirements of AIFMD or UK AIFMR which may become applicable at a future date.

2.47 Basel III and other regulatory capital requirements for regulated investors

Investors should note in particular that the Basel Committee on Banking Supervision ("**BCBS**") has approved a series of significant changes to the Basel framework for prudential regulation (such changes being referred to by the BCBS as Basel III, and referred to, colloquially, as Basel III in respect of reforms finalised prior to 7 December 2017 and Basel IV in respect of reforms finalised on or following that date). The Basel III/IV reforms, which include revisions to the credit risk framework in general and the securitisation framework in particular, may result in increased regulatory capital and/or other prudential requirements in respect of securitisation positions. The BCBS continues to work on new policy initiatives. National implementation of the Basel III/IV reforms may vary those reforms and/or their timing. It should also be noted that changes to prudential requirements have been made for insurance and reinsurance undertakings through participating jurisdiction initiatives, such as the Solvency II frameworks in Europe and the UK, both of which are under review and subject to further reforms. Investors in the Notes are responsible for analysing their own regulatory position and prudential regulation treatment applicable to the Notes and should consult their own advisers in this respect

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

2.48 Regulated Banking Activity

While non-bank lending is currently being promoted within the EU, in many jurisdictions, especially in continental Europe, engaging in lending activities "in" certain jurisdictions particularly via the original extension of credit granting a loan and in some cases including purchases of receivables, discounting of invoices, guarantee transactions or otherwise (collectively, "**Regulated Banking Activities**") is generally considered a regulated financial activity and, accordingly, must be conducted in compliance with applicable local banking laws (or the AIFMD, in the case of European long-term investment funds). Although a number of jurisdictions have consulted and published guidance on non-bank lending, in many such jurisdictions, there is comparatively little statutory, regulatory or interpretive guidance issued by the competent authorities or other authoritative guidance as to what constitutes the conduct of Regulated Banking Activities in such jurisdictions.

Collateral Debt Obligations subject to these local law requirements may restrict the Issuer's ability to purchase the relevant Collateral Debt Obligation or may require it to obtain exposure via a Participation. Moreover, these regulatory considerations may differ depending on the country in which each Obligor is located or domiciled, on the type of Obligor and other considerations. Therefore, at the time when Collateral Debt Obligations are acquired by the Issuer, there can be no assurance that, as a result of the application of regulatory law, rule or regulation or interpretation thereof by the relevant governmental body or agency, or change in such application or interpretation thereof by such governmental body or agency, payments on the Collateral Debt Obligations might not in the future be adversely affected as a result of such application of regulatory law or that the Issuer might become subject to proceedings or action

by the relevant governmental body or agency, which if determined adversely to the Issuer, may adversely affect its ability to make payments in respect of the Notes.

2.49 Bank Recovery and Resolution Directives

The EU Bank Recovery and Resolution Directive (2014/59/EU) (collectively with secondary and implementing EU rules, and national implementing legislation, the "**BRRD**") equips national authorities in EU Member States (the "**EU Resolution Authorities**") with tools and powers for preparatory and preventive measures, early supervisory intervention and resolution of credit institutions and significant investment firms (collectively, "**relevant institutions**"). In the UK, the EU Bank Recovery and Resolution Directive (2014/59/EU) was implemented into UK law in the Banking Act 2009 (as further amended, including by the Bank Recovery and Resolution (Amendment) (EU Exit) Regulations 2020 (SI 2020/1350) ("**UK BRRD**"). For the purposes of the UK BRRD, the Bank of England is the relevant national authority equipped with resolution powers in respect of credit institutions and significant investment firms established and authorised in the UK (collectively, "**UK relevant institutions**").

If a relevant institution or a UK relevant institution enters into an arrangement with the Issuer and is deemed likely to fail in the circumstances identified in the BRRD or the UK BRRD, the relevant EU Resolution Authority, or, in respect of a UK relevant institution, the Bank of England, may employ such tools and powers in order to intervene in the relevant institution's failure (including in the case of derivatives transactions, powers to close-out such transactions or suspend any rights to close-out such transactions). In particular, liabilities of relevant institutions or UK relevant institutions arising out of the Transaction Documents or Underlying Instruments (for example, liabilities arising under Participations or provisions in Underlying Instruments requiring lenders to share amounts) not otherwise subject to an exception, could be subject to the exercise of "bail-in" powers of the relevant EU Resolution Authorities, or, in respect of the UK relevant institutions, the Bank of England. It should be noted that certain secured liabilities of relevant institutions and UK relevant institutions are excepted. If the relevant Resolution Authority or, in the case of a UK relevant institution, the Bank of England, decides to "bail-in" the liabilities of a relevant institution or UK relevant institution, then subject to certain exceptions set out in the BRRD or the UK BRRD, the liabilities of such an institution could, among other things, be reduced, converted or extinguished in full. As a result, the Issuer and ultimately, the Noteholders may not be able to recover any liabilities owed by such an entity to the Issuer. In addition, a relevant EU Resolution Authority may exercise its discretions in a manner that produces different outcomes amongst institutions resolved in different EU Member States. It should also be noted that similar powers and provisions are being considered in the context of financial institutions of other jurisdictions.

The Commission adopted a set of draft regulatory technical standards in respect of the valuation of derivatives for the purposes of the BRRD on 23 May 2016. They were published in the Official Journal on 8 July 2016 and entered into force on 28 July 2016. These regulatory technical standards were incorporated into UK law by the EUWA, subject to amendment by Bank Recovery and Resolution (Amendment) (EU Exit) Regulations 2020 (SI 2020/1350). The regulatory technical standards provide, among other things, that the relevant Resolution Authorities, or in the case of a UK relevant institution, the Bank of England, will have the power to terminate swap agreements (as part of the bail-in process) and to value the position thereunder. This will therefore limit any control the Issuer or the Trustee may have in respect of the valuation process, which may be detrimental to the Issuer and consequently, the Noteholders.

Resolution Authorities and the Bank of England also have the right to amend certain agreements, under applicable laws, regulations and guidance ("**Stay Regulations**"), to ensure stays or overrides of certain termination rights. Such special resolution regimes ("**SRRs**") vary from jurisdiction to jurisdiction, including differences in their respective implementation dates. In the UK, the Prudential Regulation Authority ("**PRA**"), part of the Bank of England, has implemented rules (Appendix 1 to the PRA's policy statement 25/15) which requires relevant institutions to ensure that the discretion of the PRA to temporarily suspend termination and security interests under the relevant SRR is respected by counterparties. Any applicable Stay Regulations may result in the Issuer not being able to immediately enforce liabilities owed by relevant institutions that are subject to "stays" under SRRs.

The resolution mechanisms under the BRRD correspond closely to those available to the Single Resolution Board (the "**SRB**") and the Commission under the single resolution mechanism provided for in Regulation (EU) No 806/2014 (the "**SRM Regulation**"). The SRM Regulation applies to participating Member States (including Member States outside the Euro zone that voluntarily participate through a close co-operation agreement). In such jurisdictions, the SRB will take on many of the functions that would otherwise be assigned to national Resolution Authorities by the BRRD. If a Member State outside the Euro zone has chosen not to participate in the bank single supervisory mechanism, relevant institutions established in such Member State will not be subject to the SRM Regulation, but to the application of the BRRD by the Resolution Authorities. It is possible, on the specific facts of a case, that resolution plans and resolution decisions made by the SRB may differ from the resolution schemes that would have been applied by the Resolution Authorities. Therefore, the way in which a relevant institution is resolved and ultimately, the effect of any such resolution on the Issuer and the Noteholders may vary depending on the authority applying the resolution framework.

2.50 U.S. Stay Rules Relating to Qualified Financial Contracts

U.S. regulators have adopted final rules and interpretative guidance setting forth limitations on certain insolvency-related default rights of parties to certain "qualified financial contracts" ("**QFCs**") entered into with counterparties that have been designated as systemically important, along with certain of such entities' subsidiaries and affiliates (each, a "**Covered Entity**"). Such rules and guidance (the "**QFC Stay Rules**") generally require: (i) the Covered Entity to ensure that any stays imposed as a result of the entry of such entity into certain liquidation proceedings are contractually acknowledged by the counterparty to the QFC (in particular, where the relevant QFC is governed by non-U.S. law and/or the counterparty is located in a non-U.S. jurisdiction); and (ii) the Covered Entity to not agree in its QFCs to certain types of cross-defaults that are related, directly or indirectly, to the entry into a receivership, insolvency, liquidation, resolution or similar proceeding of certain affiliates of the Covered Entity. If a Covered Entity enters into a contract with the Issuer that is subject to the QFC Stay Rules, the Covered Entity will be responsible for ensuring that such QFC complies with the QFC Stay Rules. As a result of the application of such rules, the Issuer may be required to accept limitations in its insolvency-related default rights against the Covered Entity.

2.51 Book-entry holders are not considered Noteholders under the Trust Deed and may delay 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 Trust Deed. After payment of any interest, principal or other amount to the applicable Clearing System, the Issuer will have no responsibility or liability for the payment of such amount by the applicable Clearing System or to any holder of a beneficial

interest in a Note. The applicable Clearing System 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 such Clearing System (and if such Person is not a participant in the applicable Clearing System on the procedures of the participant through which such Person holds such interest) with respect to the exercise of any rights of a Noteholder under the Trust Deed.

Noteholders 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 Principal Paying Agent to the applicable Clearing System, and the applicable Clearing System 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 Noteholders, either directly or indirectly through indirect participants. See "*Form of the Notes*".

2.52 Security

Clearing Systems

Collateral in the form of securities (if any) will be held by the Custodian on behalf of the Issuer pursuant to the Agency and Account Bank Agreement. The Custodian will hold such assets which can be cleared through Euroclear in an account with Euroclear which is expected to be opened by the Custodian (or a duly appointed sub-custodian) on or around the Issue Date (the "**Euroclear Account**") and will hold the other securities comprising the Portfolio which cannot be so cleared (i) through its accounts with Clearstream, Luxembourg and The Depository Trust Company ("**DTC**"), as appropriate, and (ii) through its sub-custodians who will in turn hold such assets which are securities both directly and through any appropriate clearing system. Those assets held in Clearing Systems will not be held in special purpose accounts and will be fungible with other securities from the same issue held in the same accounts on behalf of the other customers of the Custodian or its sub-custodian, as the case may be. A first fixed charge over the Portfolio will be created under English law pursuant to the Trust Deed on the Issue Date which will, in relation to the assets that are held through the Custodian, take effect as a security interest over (i) the beneficial interest of the Issuer in its share of the pool of securities fungible with the relevant assets held in the accounts of the Custodian (or sub-custodian, as applicable) and (ii) the Issuer's ancillary contractual rights against the Custodian in accordance with the terms of the Agency and Account Bank Agreement (as defined in the Conditions), which may expose the Secured Parties to the risk of loss in the case of a shortfall of such securities if an insolvency of the Custodian or its sub-custodian occurs.

In addition, custody and clearance risks may be associated with assets comprising the Portfolio which are securities that do not clear through DTC, Euroclear or Clearstream, Luxembourg. There is a risk, for example, that such securities could be counterfeit, or subject to a defect in title or claims to ownership by other parties, including custody liens imposed by standard custody terms at various stages in the chain of intermediary ownership of such assets.

Any risk of loss arising from any insufficiency or ineffectiveness of the security for the Notes or the custody and clearance risks which may be associated with assets comprising the Portfolio will be borne by the Noteholders without recourse to the Issuer, the Arranger, the Initial Purchaser, the Trustee, the Investment Manager, the Agents, the Hedge Counterparties or any other party.

Fixed Security

Although the security constituted by the Trust Deed over the Collateral held from time to time, including the security over the Accounts, is expressed to take effect as a fixed charge, it may (as a result of, among other things, the substitutions of Collateral Debt Obligations or Eligible Investments contemplated by the Investment Management and Collateral Administration Agreement and the payments to be made from the Accounts in accordance with the Conditions and the Trust Deed) take effect as a floating charge which, in particular, would rank after a subsequently created fixed charge. However, the Issuer has covenanted in the Trust Deed not to create any such subsequent security interests (other than those permitted under the Trust Deed) without the consent of the Trustee.

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

A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by any Rating Agency at any time. Credit ratings represent a rating agency's opinion regarding the credit quality of an asset but are not a guarantee of such quality. There is no assurance that a rating accorded to any of the Rated Notes will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a Rating Agency if, in its judgement, circumstances in the future so warrant. If a rating initially assigned to any of the Rated Notes is subsequently lowered for any reason, no person or entity is required to provide any additional support or credit enhancement with respect to any such Rated Notes and the market value of such Notes is likely to be adversely affected.

Prospective investors in the Notes should be aware that as a result of the recent economic events, Rating Agencies have undertaken extensive reviews of their rating methodology and criteria used to rate notes issued as part of CLO transactions. This could impact on the ratings assigned to the Rated Notes after the Issue Date and potentially result in the downgrade or withdrawal thereof following the Issue Date.

The Rating Agencies may change their published ratings criteria or methodologies for securities such as the Rated Notes at any time in the future. Further, the Rating Agencies may retroactively apply any such new standards to the ratings of the Rated Notes. Any such action could result in a substantial lowering (or even withdrawal) of any rating assigned to any Rated Notes, despite the fact that such Rated Notes might still be performing fully to the specifications set out for such Rated Notes in this Offering Circular and the Transaction Documents. The rating assigned to any Rated Notes may also be lowered following the occurrence of an event or circumstance despite the fact that the related Rating Agency previously provided confirmation that such occurrence would not result in the rating of such Rated Notes being lowered. Additionally, any 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 Rated Notes. If any rating initially assigned to any Rated Notes is subsequently lowered or withdrawn for any reason, Noteholders may not be able to resell their Notes without a substantial discount. Any reduction or withdrawal to the ratings on any Class of Rated Notes may significantly reduce the liquidity of such Rated Notes and may adversely affect the Issuer's ability to make certain changes to the composition of the Collateral Debt Obligations (including by restricting the ability of the Investment Manager on behalf of the Issuer to undertake discretionary sales of Collateral Debt Obligations, or to reinvest Sale Proceeds and/or Unscheduled Principal Proceeds in Substitute Collateral Debt Obligations following the expiry of the Reinvestment Period, in each case due to the occurrence of a Restricted Trading Period

following a downgrade or withdrawal of ratings in relation to certain of the Rated Notes. Please see "*The Portfolio*" and "*Ratings of the Notes*".

As at the date of this Offering Circular, each of Fitch and S&P is included in the list of credit rating agencies published by the FCA on its website as being entitled to offer credit rating agency services in the UK under the EUWA, subject to amendments made by the UK CRA Regulation. The ratings assigned by S&P will be endorsed by S&P Europe for the purposes of the EU CRA Regulation and as of the date of this Offering Circular S&P Europe is registered under the EU CRA Regulation. The ratings assigned by Fitch will be endorsed by Fitch Ireland for the purposes of the EU CRA Regulation and as of the date of this Offering Circular Fitch Ireland is registered under the EU CRA Regulation. As of the date of this Offering Circular, each of Fitch Ireland and S&P Europe is included in the list of credit rating agencies published by ESMA on its website in accordance with the EU CRA Regulation and that determination may also have an adverse effect on the market prices and liquidity of the Rated Notes.

In addition to the ratings assigned to the Rated Notes by the Rating Agencies, the Issuer will be utilising ratings assigned by rating agencies to Obligors of individual Collateral Debt Obligations. The Collateral Quality Tests, the Reinvestment Overcollateralisation Test, the Portfolio Profile Tests and the Coverage Tests are sensitive to variations in the ratings applicable to the underlying Collateral Debt Obligations. Generally, deteriorations in the business environment or increases in the business risks facing any particular Obligor may result in downgrade of its obligations, which may result in such obligation becoming a Credit Impaired Obligation, a S&P CCC Obligation, a Fitch CCC Obligation (and therefore potentially subject to haircuts in the determination of the Par Value Tests and the Reinvestment Overcollateralisation Test and restriction in the Portfolio Profile Tests) or a Defaulted Obligation. The Investment Management and Collateral Administration Agreement contains detailed provisions for determining the S&P Rating and the Fitch Rating. In some instances, the S&P Rating and the Fitch Rating will not be based on or derived from a public rating of the Obligor or the actual Collateral Debt Obligation but may be based on either a private rating of the Obligor or Collateral Debt Obligation or, in certain cases, on a confidential credit estimate determined separately by S&P and Fitch. Such private ratings and confidential credit estimates are private and therefore not capable of being disclosed to Noteholders. In addition, some ratings will be derived by the Investment Manager based on, among other things, Obligor group or affiliate ratings, comparable ratings provided by a different Rating Agency and, in certain circumstances, temporary ratings applied by the Investment Manager. Furthermore, such derived ratings will not reflect detailed credit analysis of the particular Collateral Debt Obligation and may reflect a more or less conservative view of the actual credit risk of such Collateral Debt Obligation than any such fundamental credit analysis might, if conducted, warrant; and model-derived variations in such ratings may occur (and have consequential effects on the Collateral Quality Tests, the Reinvestment Overcollateralisation Test, the Portfolio Profile Tests and the Coverage Tests) without necessarily reflecting comparable variation in the actual credit quality of the Collateral Debt Obligation in question. Please see "*The Portfolio*" and "*Ratings of the Notes*".

There can be no assurance that rating agencies will continue to assign such ratings utilising the same methods and standards utilised today despite the fact that such Collateral Debt Obligation might still be performing fully to the specifications set out in its Underlying Instrument. Any change in such methods and standards could result in a significant rise in the number of S&P CCC Obligations and Fitch CCC Obligations in the Portfolio, which could cause the Issuer to fail to satisfy the Par Value Tests on subsequent Determination Dates, which failure could lead to the early amortisation of some or all of one or more Classes of the Notes (or the requirement

to reinvest Interest Proceeds in additional Collateral Debt Obligations as opposed to applying them in the payment on the Notes in accordance with the Priorities of Payment in the case of failure of the Reinvestment Overcollateralisation Test). See Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

Rating Agencies may refuse to give rating agency confirmations

Historically, many actions by issuers of CLO notes (including but not limited to issuing additional securities and amending relevant agreements) have been conditioned on receipt of confirmation from the applicable rating agencies that such action would not cause the ratings on the applicable securities to be reduced or withdrawn. Recently, certain rating agencies have changed the manner and the circumstances under which they are willing to provide such confirmation and have indicated reluctance to provide confirmation in the future, regardless of the requirements of the Trust Deed and the other Transaction Documents. If the Transaction Documents require that written confirmation from a Rating Agency be obtained before certain actions may be taken and an applicable Rating Agency is unwilling to provide the required confirmation, it may be impossible to effect such action, which could result in losses being realised by the Issuer and, indirectly, by Noteholders.

If a Rating Agency announces or informs the Trustee, the Investment Manager or the Issuer that confirmation from such 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 requirement for confirmation from such Rating Agency will not apply. Further, in connection with the Effective Date, if an Effective Date Rating Event has occurred and is continuing, the Rated Notes will be subject to redemption in part in an amount and in the manner described under Condition 7(e) (Redemption upon Effective Date Rating Event). There can be no assurance that a 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 Rated Notes, which could materially adversely affect the value of liquidity of the Rated Notes.

Requirements imposed on Rating Agencies could result in withdrawal of ratings if certain actions are not taken by the arranger

On 2 June 2010, certain amendments to Rule 17g-5 under the Exchange Act promulgated by the SEC became effective. Amended Rule 17g-5 requires each rating agency 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 rating agency in connection with the initial rating of any Class of Rated Notes and all information provided to the rating agency in connection with the surveillance of such rating, in each case, contemporaneous with the provision of such information to the applicable rating agency and (iii) provide access to such website to other rating agencies that have made certain certifications to the arranger regarding their use of the information. In this transaction, the "arranger" is the Issuer (and the Issuer has appointed the Information Agent under the Investment Management and Collateral Administration Agreement to assist it in the performance of such obligations).

Each Rating Agency must be able to reasonably rely on the arranger's certifications as described above. If the arranger does not comply with its undertakings to any Rating Agency with respect to this transaction (or the Information Agent fails to perform its duties under the Investment Management and Collateral Administration Agreement), such Rating Agency may withdraw its ratings of the Rated Notes, as applicable. In such case, the withdrawal of ratings by any Rating

Agency may adversely affect the price or transferability of the Rated Notes and may adversely affect any beneficial owner that relies on ratings of securities for regulatory or other compliance purposes.

Under Rule 17g-5, rating agencies providing the requisite certifications described above may issue unsolicited ratings of the Rated Notes ("**Unsolicited Ratings**") which may be lower and, in some cases, significantly lower than the ratings provided by the Rating Agencies. The Unsolicited Ratings may be issued prior to, on or after the Issue Date and will not be reflected herein. Issuance of any Unsolicited Rating will not affect the issuance of the Notes. Issuance of an Unsolicited Rating lower than the ratings assigned by the Rating Agencies on the applicable Rated Notes might adversely affect the liquidity and market value of the Rated Notes and, for regulated entities, could adversely affect the value of the Rated Notes as a legal investment or the capital treatment of the Rated Notes. For the avoidance of doubt, no report of any independent accountants will be required to be provided to, or will otherwise be shared with, any Rating Agency and will not, under any circumstances, be posted to the website maintained for the purposes of compliance with Rule 17g-5.

The SEC may determine that one or both of the Rating Agencies no longer qualifies as a nationally recognised statistical rating organisation for purposes of the federal securities laws and that determination may also have an adverse effect on the liquidity and market value of the Rated Notes.

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

The SEC adopted Rule 15Ga-2 and Rule 17g-10 to the United States Securities Exchange Act of 1934, on 27 August 2014, which require certain filings or certifications to be made in connection with the performance of "due diligence services" for rated asset-backed securities on or after 15 June 2015. Under Rule 17g-10, a provider of third-party due diligence services must provide to each nationally recognised statistical rating organisation that is rating the applicable transaction, a written certification in a prescribed form (which obligation may be satisfied if the Issuer posts such certification in the required form to the Rule 17g-5 website referred to above, maintained in connection with the transaction). In connection with the Effective Date, the Investment Management and Collateral Administration Agreement requires an accountant's agreed upon procedures report to be delivered to the Issuer and the Investment Manager, and portions of this report may constitute "due diligence services" under Rule 17g-10. Although the Issuer has agreed to post any certification in the required form that it receives in respect of such portion of such report to the Rule 17g-5 website, it is unclear what, if any, other services provided or to be provided by third parties to the Issuer in connection with the transaction described in this Offering Circular, would constitute "due diligence services" under Rule 17g-10. Consequently, no assurance can be given as to whether any certification will be posted by the Issuer or delivered by any applicable third party service provider to the Rating Agencies in circumstances where such certification is deemed to have been required under the rules. 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 Agencies may withdraw (or fail to confirm) their ratings of the Rated Notes. In such case, the price or transferability of the Notes (and any beneficial owner of Rated Notes that relies on ratings of securities for regulatory or other compliance purposes) may be adversely affected.

2.54 Financial information provided to Noteholders in the Monthly Reports and the Payment Date Reports will be unaudited

The Issuer will, or will procure that, certain information will be made available to Noteholders (and other participants in the transaction) pursuant to the Monthly Reports and the Payment Date Reports (see "*Description of the Reports*"). Noteholders may access these reports via the Reporting Website by certifying to the Collateral Administrator that they are a Relevant Recipient (or as may otherwise be permitted by the Investment Manager). In preparing and furnishing these reports, the Issuer (or the Collateral Administrator on its behalf) will base such reports on certain information provided to it by the Investment Manager, and the Issuer will not verify, recompute, reconcile or recalculate any such information or data. Neither such information nor any other financial information furnished to Noteholders will be audited and reported upon, and an opinion will not be expressed, by an independent public accountant.

2.55 Money laundering prevention laws may require certain actions or disclosures

Many jurisdictions have adopted wide-ranging anti-money laundering, economic and trade sanctions, and anti-corruption and anti-bribery laws, and regulations (collectively, the "**AML Requirements**"). Any of the Issuer, the Initial Purchaser, the Investment Manager, the Trustee or the Agents could be requested or required to obtain certain assurances from prospective investors intending to purchase Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is expected that the Issuer, the Initial Purchaser, the Investment Manager and the Trustee will comply with AML Requirements to which they are or may become subject and to interpret such AML Requirements broadly in favour of disclosure. In addition, it is expected that each of the Issuer, the Initial Purchaser, the Investment Manager and the Trustee intends to comply with applicable anti-money laundering and anti-terrorism, economic and trade sanctions, and anti-corruption or anti-bribery laws, and regulations of the United States and other countries, and will disclose any information required or requested by authorities in connection therewith. A Noteholder may also be obliged to provide information they may have previously identified or regarded as confidential to satisfy the Issuer AML Requirements.

2.56 Resolutions, Amendments and Waivers

The Conditions and the Trust Deed contain detailed provisions governing modification of the Conditions and the Transaction Documents and the convening of meetings and passing of Resolutions by the Noteholders. Certain key risks relating to these provisions are summarised below.

Decisions may be taken by Noteholders by way of Ordinary Resolution or Extraordinary Resolution, in each case, either acting together or, to the extent specified in any applicable Transaction Document, as a Class of Noteholders acting independently. Such Resolutions can be effected either at a duly convened meeting of the applicable Noteholders or by the applicable Noteholders resolving in writing. Meetings of the Noteholders may be convened by the Issuer, the Trustee or by one or more Noteholders holding not less than 10.0 per cent. of the aggregate Principal Amount Outstanding of the Notes of a particular Class, subject to certain conditions including minimum notice periods.

The Trustee may, in its discretion, determine that any proposed Ordinary Resolution or Extraordinary Resolution affects only the holders of one or more Classes of Notes in which event the required quorum and minimum percentage voting requirements of such Ordinary

Resolution or Extraordinary Resolution may be determined by reference only to the holders of that Class or Classes of Notes.

If a meeting of Noteholders is called to consider a Resolution, determination as to whether the requisite amount of Notes has been voted in favour of such Resolution will be determined by reference to the percentage which the Notes voted in favour represent of the total amount of Notes held or represented by any person or persons entitled to vote which are present at such meeting and are voted and not by the aggregate Principal Amount Outstanding of all such Notes which is entitled to be voted in respect of such Resolution. The voting threshold at any Noteholders' meeting in respect of an Ordinary Resolution or an Extraordinary Resolution of all Noteholders is, respectively, more than 50.0 per cent. or at least 66⅔ per cent. of the votes cast on such Resolution. This means that a lower percentage of Noteholders may pass a Resolution which is put to a meeting of Noteholders than would be required for a Written Resolution or an Electronic Resolution in respect of the same matter, which would be determined by reference to the aggregate Principal Amount Outstanding of the relevant Class of Notes. See Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*). There are however quorum provisions which provide that a minimum number of Noteholders representing a minimum amount of the aggregate Principal Amount Outstanding of the applicable Class or Classes of Notes be present at any meeting to consider an Extraordinary Resolution or an Ordinary Resolution. In the case of an Extraordinary Resolution, this is one or more persons holding or representing not less than 66⅔ per cent. of the aggregate Principal Amount Outstanding of each Class of Notes (or the relevant Class or Classes only, if applicable) and in the case of an Ordinary Resolution this is one or more persons holding or representing not less than 50.0 per cent. of the aggregate Principal Amount Outstanding of each Class of Notes (or the relevant Class or Classes only, if applicable). Such quorum provisions still, however, require considerably lower thresholds than would be required for a Written Resolution or an Electronic Resolution. In addition, if a quorum requirement is not satisfied at any meeting, a lower quorum threshold will apply at any meeting previously adjourned for want of quorum, as set out in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and in the Trust Deed. Any such Resolution may be adverse to any Class of Noteholders or to any group of Noteholders or individual Noteholders within any Class.

The Class X Notes shall not carry any rights to vote in respect of, or be counted for the purposes of determining a quorum and the result of any votes in respect of any IM Removal Resolutions or any IM Replacement Resolutions.

Certain waivers, amendments and modifications to the Transaction Documents may be made without the consent of any Noteholders and the Trustee (subject to the receipt of prior written notice and certain other conditions including, without limitation those set out in Condition 14(c) (*Modification and Waiver*)) will be obliged to consent to such changes. Without limitation to the foregoing, potential investors should note that the Issuer may amend the Transaction Documents to modify or amend the components of the Portfolio Profile Tests, the Eligibility Criteria, the Reinvestment Criteria, the Collateral Quality Tests (other than extending the Original WAL Reference Dates) or certain Rating Agency requirements and the related definitions, *provided* that Rating Agency Confirmation has been obtained and (to the extent provided in Condition 14(c) (*Modification and Waiver*)) the Controlling Class has consented by way of Ordinary Resolution and the Weighted Average Life Test can be modified by extending the dates contained therein provided that if extended by 12 months or less with the prior consent of the Controlling Class consent or if extended by more than 12 months with the prior consent of each Class of Rated Notes, in each case, acting by way of Ordinary Resolution and with Rating Agency Confirmation (to the extent provided in Condition 14(c)(xxx)

(*Modification and Waiver*)). The Trustee has no discretion in such cases to agree to any amendments, modifications and/or waivers. See Condition 14(c) (*Modification and Waiver*). Any such amendment or modification could be prejudicial or adverse to certain Noteholders.

The Trustee may agree to certain modifications, amendments and waivers in relation to provisions of the Transaction Documents without the consent of the Noteholders if the Trustee determines that such would not be materially prejudicial to the rights or interests of the Holders of any Class of Notes. The Trustee may further agree to formal, minor or technical changes to the Transaction Documents or to changes to correct a manifest error without the consent of the Noteholders. See Condition 14(c) (*Modification and Waiver*).

Certain entrenched rights relating to the Conditions including the currency thereof, Payment Dates applicable thereto, the Priorities of Payment, the provisions relating to quorums and the percentages of votes required for the passing of a Resolution can only be amended or waived by Extraordinary Resolution. It should however be noted that amendments may still be effected and waivers may still be granted in respect of such provisions in circumstances where not all Noteholders agree with the terms thereof and any amendments or waivers once passed in accordance with the provisions of the Conditions and the provisions of the Trust Deed will be binding on all such dissenting Noteholders.

In addition to the Trustee's right to agree to changes to the Transaction Documents to correct a manifest error, or which are formal, minor or technical changes, or to changes which, in its opinion, are not materially prejudicial to the interests of the Noteholders of any Class without the consent of the Noteholders, modifications may also be made and waivers granted in respect of certain other matters, which the Trustee is obliged to consent to without the consent of the Noteholders as set out in Condition 14(c) (*Modification and Waiver*).

Each Hedge Counterparty may also need to be notified and its consent required to the extent provided for in the applicable Hedge Agreement in respect of a modification, amendment or supplement to any provision of the Transaction Documents. Any such consent, if withheld, may prevent the modification of the Transaction Documents which may be beneficial to or in the best interests of the Noteholders.

The Hedge Agreements may allow a certain period for the relevant Hedge Counterparty to consider and respond to such a consent request. During such period and pending a response from the relevant Hedge Counterparty, the Issuer may not be able to make such modification, amendment or supplement, and therefore implementation thereof may be delayed.

2.57 Enforcement rights following an Event of Default

If an Event of Default occurs and is continuing, the Trustee may, at its discretion, and shall, at the request of the Controlling Class acting by Ordinary Resolution (subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer and the Investment Manager that all of the Notes are to be immediately due and payable following which the security over the Collateral shall become enforceable and, subject as provided below, may be enforced either by the Trustee, at its discretion, or if so directed by the Controlling Class acting by Ordinary Resolution (subject to the Trustee being indemnified and/or prefunded and/or secured to its satisfaction). Following an Event of Default described in Condition 10(a) (*Events of Default*) paragraph (vi) (*Insolvency Proceedings*) or (vii) (*Illegality*) of the definition thereof, such notice shall be deemed to have been given and all of the Notes shall automatically become immediately due and payable.

At any time after the Notes becomes due and payable and the security over the Collateral becomes enforceable, the Trustee may, at its discretion, and shall, if so directed by the Controlling Class acting by Ordinary Resolution (subject to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), take an Enforcement Action in respect of the security over the Collateral, *provided* that no such Enforcement Action may be taken by the Trustee unless: (A) it (or an agent or Appointee on its behalf) determines (in consultation with the Investment Manager) in accordance with Condition 11 (*Enforcement*) that the anticipated proceeds realised from such Enforcement Action (after deducting any expenses properly incurred in connection therewith), would be sufficient to discharge in full all amounts due and payable in respect of all Classes of Notes other than the Subordinated Notes (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority to the Subordinated Notes pursuant to the Priorities of Payment; or otherwise (B)(i) in the case of an Event of Default specified in sub paragraphs (i) (*Non-Payment of Interest*), (ii) (*Non-Payment of Principal*) or (iv) (*Collateral Debt Obligations*) of Condition 10(a) (*Events of Default*) the Controlling Class acting by way of Ordinary Resolution (and no other Class of Notes) may direct the Trustee to take Enforcement Action without regard to any other Event of Default which has occurred prior to, contemporaneously or subsequent to such Event of Default; or (ii) in the case of any other Event of Default specified in Condition 10(a) (*Events of Default*), the Holders of each Class of Rated Notes voting separately by Class by way of Ordinary Resolution may direct the Trustee to take Enforcement Action (subject to the Trustee being indemnified and/or secured and/or pre-funded to its satisfaction).

The requirements described above could result in the Controlling Class being unable to procure enforcement of the security over the Collateral in circumstances in which they desire such enforcement and may also result in enforcement of such security in circumstances where the proceeds of liquidation thereof would be insufficient to ensure payment in full of all amounts due and payable in respect of all of the Notes in accordance with the Post-Acceleration Priority of Payments and/or at a time when enforcement thereof may be adverse to the interests to certain Classes of Notes and, in particular, the Subordinated Notes.

2.58 The Common Reporting Standard

The common reporting standard framework was first released by the OECD in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase international tax transparency. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the Common Reporting Standard (the "**CRS**"). The goal of the CRS is to provide for the annual automatic exchange between governments of financial account information reported to them by local reporting financial institutions (as defined) ("**FIs**") relating to account holders who are tax resident in other participating jurisdictions.

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("**DAC II**") implements the CRS in a European context and creates a mandatory obligation for all EU Member States to exchange financial account information in respect of residents in other EU Member States on an annual basis commencing in 2017 in respect of the 2016 calendar year (or from 2018 in the case of Austria).

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of the CRS while the Finance Act 2014 of Ireland and the Finance Act 2015 of Ireland contain measures necessary to

implement the CRS internationally and across the European Union, respectively. The Returns of Certain Information by Reporting Financial Institutions Regulations 2015 of Ireland (the "**Regulations**") giving effect to the CRS from 1 January 2016 came into operation on 31 December 2015.

Over 95 jurisdictions have committed to exchanging information under the CRS and a group of 50 countries, including Ireland and all EU Members States (known as the "**Early Adopter Group**") committed to the early adoption of the CRS from 1 January 2016. The Early Adopter Group activated their exchange relationships under the CRS and commenced the exchange of data in September 2017. In November 2017, a further 53 jurisdictions committed to activating their exchange relationships by September 2018.

The Irish Revenue Commissioners have indicated that Irish FIs (such as the Issuer) will be obliged to make a single return in respect of CRS and DAC II. For the purposes of complying with its obligations under CRS and DAC II, an Irish FI (such as the Issuer) shall be entitled to require Noteholders to provide any information regarding their and, in certain circumstances, their controlling persons' tax status, identity or residence in order to satisfy any reporting requirements which the Issuer may have as a result of CRS and DAC II and Noteholders will be deemed, by their holding to have authorised the automatic disclosure of such information by the Issuer (or any nominated service provider) or any other person to the Irish Revenue Commissioners. The information will be provided to the Irish Revenue Commissioners who will exchange the information with the tax authorities of other participating jurisdictions, as applicable. Failure by an Irish FI to comply with its CRS and DAC II obligations may result in the Issuer being deemed to be non-compliant in respect of its CRS obligations and monetary penalties may be imposed on a non-compliant FI under Irish legislation.

The Issuer (or any nominated service provider) will agree that information (including the identity of any Noteholder) supplied for the purposes of CRS and DAC II compliance is intended for the Issuer's (or any nominated service provider's) use for the purposes of satisfying CRS and DAC II requirements and the Issuer (or any nominated service provider) will agree, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the Issuer may disclose such information (i) to its officers, directors, agents and advisors, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving CRS and DAC II compliance, (iii) to any person with the consent of the applicable Noteholder, or (iv) as otherwise required by law or court order or on the advice of its advisors. Further information in relation to CRS can be found on the Automatic Exchange of Information webpage on www.revenue.ie.

2.59 Taxation Implications of Contributions

A Noteholder may, in certain circumstances, provide the Issuer with cash by way of a Contribution in accordance with Condition 2(l) (*Contributions*). Noteholders may become subject to taxation in relation to the making of a Contribution. Noteholders are solely responsible for any and all taxes that may be applicable in such circumstances. Noteholders should consult their own tax advisor as to the tax treatment to them of making a Contribution in accordance with Condition 2(l) (*Contributions*).

2.60 Concentrated Ownership of One or More Classes of Notes

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 Classes of Notes without their consent. For example, optional redemption pursuant to the

Conditions and the removal of the Investment Manager for cause are at the direction of Noteholders of specified percentages of Subordinated Notes and/or the Controlling Class (as applicable).

2.61 SFDR

The Investment Manager is not subject to the Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (as amended) (the "**SFDR**"). To the extent that obligations may arise in connection with SFDR in respect of the transaction described in this Offering Circular, this does not impose any obligation on the Investment Manager under the SFDR or towards the Noteholders as regards the satisfaction of their own obligations under the SFDR. None of the Investment Manager, the Issuer or the Trustee make any representation, warranty or guarantee that the provision of the "Principal Adverse Sustainability Impacts Statement" will comply with the disclosure requirements of the SFDR or that the provision of such information will enable any party, including Noteholders and potential Noteholders, to comply with any obligation applicable to them under the SFDR.

For the purpose of this section "*SFDR*" the following definitions apply:

"**ESG Article 4 RTS**" means the regulatory technical standards developed by the ESAs pursuant to Articles 4(6) and (7) of SFDR.

"**Principal Adverse Sustainability Impacts Statement**" means an indicative, non-binding statement, in a format determined by the Investment Manager and containing such information as may be provided by or on behalf of each Obligor to the Investment Manager in response to a request from the Investment Manager for SFDR Information and aggregated by or behalf of the Investment Manager, in each case only to the extent that such information is provided to the Investment Manager following request therefor (without undue cost or expense) and is not subject to a duty of confidentiality under law or contract. The Noteholders acknowledge that the information available for inclusion in the Principal Adverse Sustainability Impacts Statement may be partial, incomplete or impossible to collect for any part of the Collateral Debt Obligations.

"**SFDR Information**"means the information required to be delivered pursuant to and in accordance with Article 4 of SFDR and the ESG Article 4 RTS.

3. Relating to the Collateral Debt Obligations

3.1 The Portfolio

The decision by any prospective Noteholder to invest in the Notes should be based, among other things (including, without limitation, the identity of the Investment Manager), on the Eligibility Criteria which each Collateral Debt Obligation is required to satisfy, as disclosed in this Offering Circular (and, for the avoidance of doubt, the Eligibility Criteria shall not be re-applied as of the Issue Date to obligations acquired by the Issuer prior to the Issue Date; however the Issue Date Collateral Debt Obligations shall have been required to satisfy the Eligibility Criteria as at the Issue Date) and on the Portfolio Profile Tests, Collateral Quality Tests, the Reinvestment Overcollateralisation Test, Coverage Tests and Target Par Amount that the Portfolio is required to satisfy as at the Effective Date (other than in respect of the Interest Coverage Tests, which are required to be satisfied as at the Determination Date preceding the second Payment Date following the Effective Date) and in each case (save as described herein)

thereafter. This Offering Circular does not contain any information regarding the individual Collateral Debt Obligations on which the Notes will be secured from time to time. Purchasers of any of the Notes will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments to be made by the Issuer and, accordingly, will be dependent upon the judgement and ability of the Investment Manager in acquiring investments for purchase on behalf of the Issuer over time. No assurance can be given that the Issuer will be successful in obtaining suitable investments or that, if such investments are made, the objectives of the Issuer will be achieved.

None of the Issuer, the Arranger or the Initial Purchaser has made or will make any investigation into the Obligors of the Collateral Debt Obligations. The value of the Portfolio may fluctuate from time to time (as a result of substitution or otherwise) and none of the Issuer, the Trustee, the Arranger, the Initial Purchaser, the Agents, the Custodian, the Investment Manager, any Hedge Counterparty or any of their Affiliates is under any obligation to maintain the value of the Collateral Debt Obligations at any particular level. None of the Issuer, the Trustee, the Investment Manager, the Agents, any Hedge Counterparty, the Arranger, the Initial Purchaser or any of their Affiliates has any liability to the Noteholders as to the amount or value of, or any decrease in the value of, the Collateral Debt Obligations from time to time.

3.2 Nature of Collateral; defaults

The Issuer will invest in a portfolio of Collateral Debt Obligations consisting at the time of acquisition of predominantly Secured Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Unsecured Senior Obligations, Second Lien Loans, Mezzanine Obligations, Bridge Loans and High Yield Bonds, all of which will have greater credit and liquidity risk than investment grade sovereign or corporate bonds or loans. The Collateral is subject to credit, liquidity and interest rate risks.

The lower rating of below investment grade collateral reflects a greater possibility that adverse changes in the financial condition of an issuer or borrower or in general economic conditions or both may impair the ability of the relevant borrower or issuer, as the case may be, to make payments of principal or interest. Such investments may be speculative. See "*The Portfolio*".

Due to the fact that the Subordinated Notes represent a leveraged investment in the underlying Collateral Debt Obligations, it is anticipated that changes in the market value of the Subordinated Notes will be greater than changes in the market value of the underlying Collateral Debt Obligations.

The offering of the Notes has been structured so that the Notes are assumed to be able to withstand certain assumed losses relating to defaults on the underlying Collateral Debt Obligations. See "*Ratings of the Notes*". There is no assurance that actual losses will not exceed such assumed losses. If any losses exceed such assumed levels, payments on the Notes could be adversely affected by such defaults. Whether and by how much defaults on the Collateral Debt Obligations adversely affect each Class of Notes will be directly related to the level of subordination thereof pursuant to the Priorities of Payment. The risk that payments on the Notes could be adversely affected by defaults on the related Collateral Debt Obligations is likely to be increased to the extent that the Portfolio is concentrated in any one issuer, industry, region or country as a result of the increased potential for correlated defaults in respect of a single issuer or within a single industry, region or country as a result of downturns relating generally to such industry, region or country. Subject to any confidentiality obligations binding on the Issuer, Noteholders will receive information through the Reports from time to time of the identity of Collateral Debt Obligations which are "Defaulted Obligations".

To the extent that a default occurs with respect to any Collateral Debt Obligation securing the Notes and the Issuer sells or otherwise disposes of such Collateral Debt Obligation, it is likely that the proceeds of such sale or disposition will be less than the unpaid principal and interest thereon.

The financial markets periodically experience substantial fluctuations in prices for obligations of the types that may be Collateral Debt Obligations and limited liquidity for such obligations. No assurance can be made that the conditions giving rise to such price fluctuations and limited liquidity will not occur, subsist or become more acute following the Issue Date. During periods of limited liquidity and higher price volatility, the ability of the Investment Manager (on behalf of the Issuer) to acquire or dispose of Collateral Debt Obligations at a price and time that the Investment Manager deems advantageous may be 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 either unable to dispose of Collateral Debt Obligations whose prices have risen or to acquire Collateral Debt Obligations whose prices are on the increase; the Investment Manager's inability to dispose fully and promptly of positions in declining markets will conversely cause their net asset value to decline as the value of unsold positions is marked to lower prices. A decrease in the Market Value of the Collateral Debt Obligations would also adversely affect the proceeds of sale that could be obtained upon the sale of the Collateral Debt Obligations and could ultimately affect the ability of the Issuer to pay in full or redeem the Notes. Accordingly, no assurance can be given as to the amount of proceeds of any sale or disposition of such Collateral Debt Obligations at any time, or that the proceeds of any such sale or disposition would be sufficient to repay a corresponding par amount of principal of and interest on the Notes after, in each case, paying all amounts payable prior thereto pursuant to the Priorities of Payment. Moreover, there can be no assurance as to the amount or timing of any recoveries received in respect of Defaulted Obligations.

3.3 Below investment-grade Collateral Debt Obligations involve particular risks

The Collateral Debt Obligations will consist primarily of non-investment grade loans or interests in non-investment grade loans and bonds, which are subject to liquidity, market value, credit, interest rate, reinvestment and certain other risks. It is anticipated that the Collateral Debt Obligations 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 Debt Obligations.

Prices of the Collateral Debt 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 Debt Obligations. The current uncertainty affecting the European economy and the economies of countries in which issuers of the Collateral Debt Obligations are domiciled and the possibility of increased volatility in financial markets could adversely affect the value and performance of the Collateral Debt Obligations. Additionally, loans and interests in loans have significant liquidity and market value risks since they are not generally traded in organised exchange markets but are traded by banks and other institutional investors engaged in loan syndications. Because loans are privately syndicated and loan agreements are privately negotiated and customised, 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.

Leveraged loans have historically experienced greater default rates than has been the case for investment grade securities. There can be no assurance as to the levels of defaults and/or recoveries that may be experienced on the Collateral Debt 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 obligation is generally considered speculative in nature and may become a Defaulted Obligation for a variety of reasons. Upon any Collateral Debt Obligation becoming a Defaulted Obligation, such Defaulted Obligation may become subject to either substantial work out 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. 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 either S&P or Fitch in rating the Rated Notes or any recovery rate used in connection with any analysis of the Notes that may have been prepared by the Arranger or the Initial Purchaser for or at the direction of Noteholders.

It is a requirement of the rating of the Rated Notes that Collateral Debt Obligations that are to constitute Restructured Obligations following a restructuring satisfy the Restructured Obligation Criteria on the applicable Restructuring Date. Such requirement may result in Collateral Debt Obligations ceasing to be Collateral Debt Obligations following a restructuring of the terms thereof.

3.4 Credit ratings are not a guarantee of quality or performance

Credit ratings of Collateral Debt Obligations represent the rating agencies' opinions regarding their credit quality but are not a guarantee of such quality or performance. A credit rating is not a recommendation to buy, sell or hold Collateral Debt Obligations and may be subject to revision, suspension or withdrawal at any time by the assigning rating agency. If a credit rating assigned to any Collateral Debt Obligation is lowered for any reason, no party is obliged to provide any additional support or credit enhancement with respect to such Collateral Debt 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 Debt Obligation (as is also the case in respect of the Rated 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 Collateral Debt Obligations 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 Collateral Debt Obligations included in or similar to the Collateral Debt Obligations will be subject to significant or severe adjustments downward. See "*Actions of any Rating Agency can adversely affect the market value or liquidity of the Notes*".

3.5 The Warehouse Arrangements

On behalf of the Issuer, the Investment Manager has acquired, and will continue to enter into binding commitments to acquire, Collateral Debt Obligations (each, a "**Warehoused Asset**", and collectively, "**Warehoused Assets**") during the period prior to the Issue Date (such period, the "**Warehouse Period**") pursuant to a financing arrangement (the "**Warehouse Arrangements**") between, amongst others, the Issuer, the Investment Manager, NATIXIS (as a "**Senior Lender**" and "**Arranger**"), certain other senior lenders (as a "**Senior Lender**"), and certain purchasers of warehouse subordinated notes issued by the Issuer (the "**Warehouse Equity Purchasers**" and such subordinated notes, the "**Warehouse Subordinated Notes**"). The Warehouse Arrangements will be terminated on the Issue Date, and all amounts owing to the Senior Lenders and the Warehouse Equity Purchasers in connection with such arrangements will be repaid on the Issue Date from the proceeds of the issuance of the Notes.

Under the Warehouse Arrangements, the Senior Lenders and Warehouse Equity Purchasers provided, and will provide prior to the Issue Date, financing to the Issuer. Such funds were used by the Issuer (or the Investment Manager acting on behalf of the Issuer) for the acquisition of the Warehoused Assets (**provided that** the Arranger approves the purchase of any such Warehoused Assets). The approval by the Arranger of the purchase of any Warehoused Assets will be in its capacity as financing party and should not be viewed as a determination by the Arranger or any Affiliate thereof as to whether a particular asset is an appropriate investment by the Issuer or whether it will satisfy the portfolio criteria applicable to the Issuer. If the Arranger does not approve the purchase of any Warehoused Assets, the Issuer (or the Investment Manager acting on behalf of the Issuer) may be restricted from purchasing that asset for a certain period, which may result in the Issuer (or the Investment Manager acting on behalf of the Issuer) paying a higher price.

The prices paid for such Collateral Debt Obligations will be the prevailing prices at the time of the execution of such trades and in market circumstances applicable at that time, which may be greater or less than the market value thereof on the Issue Date. Events occurring between the date of the Issuer first acquiring a Collateral Debt Obligation and on or prior to the Issue 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 Collateral Debt Obligations, the timing of purchases prior to the Issue Date and a number of other factors beyond the Issuer's control, including the condition of certain financial markets, general economic conditions and international political events, could adversely affect the market value of the Collateral Debt Obligations acquired prior to the Issue Date.

In addition, any interest or other amounts paid or accrued on such Collateral Debt Obligations during the period prior to the Issue Date will be paid to the Senior Lenders and the Warehouse Equity Purchasers on the Issue Date. Investors in the Notes will be assuming the risk of market value and credit quality changes in the Collateral Debt Obligations from the date such Collateral Debt Obligations are acquired during the period prior to the Issue Date but will not receive the benefit of interest earned on the Collateral Debt Obligations during such period or any realised gains or losses during such period, **provided that** any risk in relation to any Collateral Debt Obligations which do not satisfy the Eligibility Criteria as at the Issue Date shall be borne by the Warehouse Equity Purchasers and the Senior Lenders, subject to the Investment Manager's right to reclassify any Ineligible Portfolio Obligations as Collateral Enhancement Obligations on the Issue Date pursuant to the Investment Management and Collateral Administration Agreement (see also "*Collateral Enhancement Obligations*" below).

The financing provided pursuant to the Warehouse Arrangements will be repaid on the Issue Date by applying part of the proceeds of the issuance of the Notes. Certain costs and expenses related to the Warehouse Arrangements, including the interest and commitment fees payable to the lenders under the Warehouse Arrangements and payment of certain fees and reimbursement of certain expenses to such lender and any agents appointed in respect of the Warehouse Arrangements, will, therefore, be borne by the Issuer as such amounts will be paid by application of the proceeds of the issuance of the Notes.

The Warehouse Equity Purchasers may purchase Notes on the Issue Date or at any time thereafter. None of Senior Lenders, the Arranger, the Initial Purchaser or any of their Affiliates or the Warehouse Equity Purchasers has done, and no such person will do, any analysis of the Collateral Debt Obligations so acquired or sold for the benefit of, or in a manner designed to further the interests of, any Noteholder.

For reasons not necessarily attributable to any of the risks set forth herein (for example, supply/demand imbalances or other market forces), the prices of the Collateral Debt Obligations in which the Issuer invests may decline substantially. In particular, purchasing assets at what may appear to be "undervalued" levels is no guarantee that these assets will not be trading at even lower levels at a time of valuation or at the time of sale. It may not be possible to predict, or to hedge against, such risk.

The requirement that the Eligibility Criteria be satisfied applies only (i) on the Issue Date; and (ii) in respect of Collateral Debt Obligations which are the subject of a refinancing or a restructuring in connection with an insolvency, bankruptcy, reorganisation, debt restructuring or workout of the Obligor thereof (whether effected by way of an amendment to the terms of such Collateral Debt Obligation or by way of substitution of new obligations and/or change of Obligor) which must satisfy the Restructured Obligation Criteria on the applicable Restructuring Date. Loss Mitigation Obligations must meet the Loss Mitigation Obligation Criteria but are not required to satisfy the Eligibility Criteria at the time of entering into a binding commitment to acquire such Loss Mitigation Obligation. It is possible that the obligations may no longer satisfy such Eligibility Criteria on the later settlement of the acquisition thereof due to intervening events. The subsequent failure of any Collateral Debt Obligation to satisfy any of the Eligibility Criteria shall not prevent any obligation which would otherwise be a Collateral Debt Obligation from being a Collateral Debt Obligation so long as such obligation satisfied the Eligibility Criteria on the Issue Date.

By its purchase of Notes, each Noteholder is deemed to have consented to the purchase of the initial Collateral Debt Obligations by the Issuer and the arrangements described above.

See also "*Risk Factors – Relating to certain conflicts of interest – The Issuer will be Subject to Various Conflicts of Interest Involving or Relating to the Arranger, Initial Purchaser and its Affiliates*" in relation to conflicts concerning the Initial Purchaser and the Arranger.

3.6 The Target Par Amount

The Issuer will, by or on the Issue Date, enter into transactions to purchase Collateral Debt Obligations, the Aggregate Principal Balance of which is to equal at least approximately €330,000,000 (representing approximately 94 per cent. of the Target Par Amount) on the primary or secondary market for transfer to the Issuer on or before the Issue Date (including from the Investment Manager such that the Originator Requirement will be satisfied on the Issue Date (see "The Retention Holder and Retention and Transparency Requirements – The Retention" and "The Portfolio")). The requirement that the Eligibility Criteria be satisfied

applies only at the time that any commitment to purchase is entered into provided that (a) Issue Date Collateral Debt Obligations, which must satisfy the Eligibility Criteria on the Issue Date, (b) Loss Mitigation Obligations, which must meet the Loss Mitigation Obligation Criteria and (c) Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor) must only satisfy the Restructured Obligation Criteria on the applicable Restructuring Date. It is possible that the obligations (other than Issue Date Collateral Debt Obligations which settled on or prior to the Issue Date) may not satisfy such Eligibility Criteria on the later settlement of the acquisition thereof due to intervening events. Any failure by such obligation to satisfy the Eligibility Criteria at a later stage will not result in any requirement to sell it or take any other action. As of the Effective Date, the Issuer is required to have acquired, or entered into binding commitments to acquire, Collateral Debt Obligations the Aggregate Principal Balance of which equals or exceeds the Target Par Amount (provided that for the purposes of determining such Aggregate Principal Balance, any repayments or prepayments of Collateral Debt Obligations subsequent to the Issue Date shall be disregarded). If the Target Par Amount has not been reached on the Effective Date an Effective Date Rating Event may occur pursuant to the Conditions which may in certain circumstances lead to an early redemption of the Notes.

3.7 Considerations Relating to the Initial Investment Period

During the Initial Investment Period, the Investment Manager the Investment Manager on behalf of the Issuer, will seek to acquire additional Collateral Debt Obligations in order to satisfy each of the Coverage Tests, Collateral Quality Tests, Portfolio Profile Tests and Target Par Amount requirement as at the Effective Date (other than in respect of the Interest Coverage Tests). See "The Portfolio". The ability to satisfy such tests and requirement will depend on a number of factors beyond the control of the Issuer and the Investment Manager, including the availability of obligations that satisfy the Eligibility Criteria and other Portfolio related requirements in the primary and secondary loan markets, the condition of the financial markets, general economic conditions and international political events. Therefore, there can be no assurance that such tests and requirements will be met. In addition, the ability of the Issuer to enter into Asset Swap Transactions upon the acquisition of Non-Euro Obligations will depend upon a number of factors outside the control of the Investment Manager, including its ability to identify a suitable Asset Swap Counterparty with whom the Issuer may enter into Asset Swap Transactions. See also "EMIR" above. To the extent it is not possible to purchase such additional Collateral Debt Obligations, the level of income receivable by the Issuer on the Collateral, and therefore its ability to meet its interest payment obligations under the Notes, may be adversely affected. Such inability to invest may also shorten the weighted average lives of the Notes as it may lead to early redemption of the Notes. To the extent such additional Collateral Debt Obligations are not purchased, the level of income receivable by the Issuer on the Collateral and therefore its ability to meet its interest payment obligations under the Notes, together with the weighted average life of the Notes, may be adversely affected. Any failure by the Investment Manager (on behalf of the Issuer) to acquire such additional Collateral Debt Obligations and/or enter into required Asset Swap Transactions during such period could result in the non-confirmation or downgrade or withdrawal by any Rating Agency of its Initial Rating of any Class of Rated Notes. Such non confirmation, downgrade or withdrawal may result in the redemption of the Notes, shortening their weighted average life and reducing the leverage ratio of the Subordinated Notes to the other Classes of Notes which could adversely affect the level of returns to the holders of the Subordinated Notes. Any such redemption of the Notes may also adversely affect the risk profile of Classes of Notes in addition to the Subordinated

Notes to the extent that the amount of excess spread capable of being generated in the transaction reduces as the result of redemption of the most senior ranking Classes of Notes in accordance with the Note Payment Sequence which bear a lower rate of interest than the remaining Classes of Rated Notes.

3.8 Noteholders will receive limited disclosure about the Collateral Debt Obligations

None of the Issuer or the Investment Manager will provide the Noteholders or the Trustee with financial or other information (which may include material non-public information) it receives pursuant to the Collateral Debt Obligations and related documents unless required to do so pursuant to the Trust Deed or the Investment Management and Collateral Administration Agreement. The Investment Manager also will not disclose to any of these parties the contents of any notice it receives pursuant to the Collateral Debt Obligations or related documents unless required to do so pursuant to the Trust Deed or the Investment Management and Collateral Administration Agreement. In particular, the Investment Manager will not have any obligation to keep any of these parties informed as to matters arising in relation to any Collateral Debt Obligations, except as may be required in connection with the regular reports prepared by the Issuer (or the Collateral Administrator on behalf of the Issuer) in accordance with the Trust Deed.

The Noteholders and the Trustee will not have any right to inspect any records relating to the Collateral Debt Obligations, and the Investment 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 Debt Obligations, unless (i) specifically required by the Investment Management and Collateral Administration Agreement or (ii) following its receipt of a written request from the Trustee, the Investment Manager in its sole discretion determines that the disclosure of such further information or evidence regarding the existence or terms of, or the identity of any Obligor on, any Collateral Debt Obligation to the Trustee would not be prohibited by applicable law or the Underlying Instruments relating to such Collateral Debt Obligation, in which case the Investment Manager will disclose such further information or evidence to the Trustee; *provided* that (a) the Trustee will not disclose such further information or evidence to any third party except (i) to the extent disclosure may be required by law or any governmental or regulatory authority and (ii) to the extent that the Trustee, in its sole discretion, may determine that such disclosure is consistent with its obligations under the Trust Deed. Furthermore, the Investment Manager may, with respect to any information that it elects to disclose, demand that persons receiving such information execute confidentiality agreements before being provided with the information.

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

In recent years, a number of judicial decisions in the United States and other jurisdictions have upheld the right of borrowers to sue lenders or bondholders on the basis of various evolving legal theories (collectively, termed "**lender liability**"). Generally, lender liability is founded upon the premise that an institutional lender or bondholder has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or issuer or has assumed a degree of control over the borrower or issuer resulting in the creation of a fiduciary duty owed to the borrower or issuer or its other creditors or shareholders. Although it would be a novel application of the lender liability theories, the Issuer may be subject to allegations of lender liability. However, the Issuer does not intend to engage in, and the Investment Manager does

not intend to advise the Issuer with respect to any, conduct that would form the basis for a successful cause of action based upon lender liability.

In addition, under common law principles that in some cases form the basis for lender liability claims, if a lender or bondholder (a) intentionally takes an action that results in the under capitalisation 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 or bondholder to the claims of the disadvantaged creditor or creditors, a remedy called "equitable subordination". Because of the nature of the Collateral Debt Obligations, the Issuer may be subject to claims from creditors of an Obligor that Collateral Debt Obligations issued by such Obligor that are held by the Issuer should be equitably subordinated. However, the Issuer does not intend to engage in, and the Investment Manager does not intend to advise the Issuer with respect to, any conduct that would form the basis for a successful cause of action based upon the equitable subordination doctrine.

The preceding discussion is based upon principles of United States federal and state laws. Insofar as Collateral Debt 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.

3.10 Acquisition and Disposition of Collateral Debt Obligations

The estimated net proceeds of the issue of the Notes after payment of fees and expenses payable on or about the Issue Date (including, without duplication amounts deposited into the Expense Reserve Account) are expected to be approximately €349,025,000. Such proceeds will be used by the Issuer for the repayment of any amounts borrowed by the Issuer under the Warehouse Arrangements (together with any interest thereon) and all other amounts due in order to finance the acquisition of Warehoused Assets purchased by the Issuer prior to the Issue Date. The remaining proceeds shall (a) be used to fund the First Period Reserve Account and (b) after application of amounts in (a), be retained in the Unused Proceeds Account in order to finance the acquisition of Warehoused Assets during the Initial Investment Period. See "*Use of Proceeds*".

The Investment Manager's decisions concerning purchases of Collateral Debt Obligations will be influenced by a number of factors, including market conditions and the availability of securities and loans satisfying the Eligibility Criteria, Reinvestment Criteria and the other requirements of the Investment Management and Collateral Administration Agreement. The failure or inability of the Investment Manager to acquire Collateral Debt Obligations with the proceeds of the offering or to reinvest Sale Proceeds or payments and prepayments of principal in Substitute Collateral Debt Obligations in a timely manner will adversely affect the returns on the Notes, in particular with respect to the most junior Class or Classes.

The Investment Manager may, in its discretion and acting on behalf of the Issuer, direct that any Trading Gains which would have been deposited into the Principal Account and designated for reinvestment or used to redeem the Notes in accordance with the Principal Proceeds Priority of Payments are instead deposited into the Interest Account, subject to certain conditions, including the aggregate amount of Trading Gains deposited into the Interest Account being no

greater than 1.0 per cent. of the Target Par Amount. As a result, such Trading Gains would not be available to be reinvested in Collateral Debt Obligations and therefore the Aggregate Principal Balance of Collateral Debt Obligations securing the Notes may be less than what would have otherwise been the case if such amounts had been reinvested in Collateral Debt Obligations. See Condition 3(j)(ii)(k) (*Interest Accounts*).

Under the Investment Management and Collateral Administration Agreement and as described herein, the Investment Manager may only, on behalf of the Issuer, dispose of a limited percentage of Collateral Debt Obligations in any successive rolling 12 month period following the Effective Date, as well as any Collateral Debt Obligation that meets the definition of a Defaulted Obligation, an Exchanged Equity Security and, subject to the satisfaction of certain conditions, a Credit Impaired Obligation or Credit Improved Obligation. Notwithstanding such restrictions and subject to the satisfaction of the conditions set out in the Investment Management and Collateral Administration Agreement, sales and purchases by the Investment Manager of Collateral Debt Obligations could result in losses by the Issuer, which will be borne in the first instance by the holders of the Subordinated Notes and then by holders of the Rated Notes, beginning with the most junior Class.

In addition, circumstances may exist under which the Investment Manager may believe that it is in the best interests of the Issuer to dispose of a Collateral Debt Obligation, but will not be permitted to do so under the terms of the Investment Management and Collateral Administration Agreement.

3.11 Long-Dated Restructured Obligations

Uptier Priming Debt, obligations issued by an Asset Priming Obligor, Received Obligations and Restructured Obligations may, as a result of their renewed terms, have an Stated Maturity falling on or after the Maturity Date. The Investment Management and Collateral Administration Agreement provides that not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of Long-Dated Restructured Obligations. Other than where the Notes are redeemed in full prior to the Maturity Date, the Issuer (or the Investment Manager acting on its behalf) will be required to sell any Long-Dated Restructured Obligations prior to the Maturity Date of the Notes at the then current market value. In such circumstances the Issuer (or the Investment Manager acting on its behalf) will not be able to delay the sale of such assets to obtain the best price. This could lead to less proceeds available to redeem the Notes on their Maturity Date.

3.12 Reinvestment risk/uninvested cash balances

To the extent that the Investment Manager (acting on behalf of the Issuer) maintains cash balances invested in short-term investments instead of higher yielding loans or bonds, Portfolio income will be reduced which will result in reduced amounts available for payment on the Notes. In some circumstances the cash balances invested in short-term investments may accrue negative interest so that the Issuer is obliged to make payments to the institution with which such short-term investments are made. In general, the larger the amount and the longer the time period during which cash balances remain uninvested the greater the adverse impact on Portfolio income which will reduce amounts available for payment on the Notes, especially the Subordinated Notes. 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.

During the Reinvestment Period, subject to compliance with certain criteria and limitations described herein, the Investment Manager will have discretion to dispose of certain Collateral

Debt Obligations and to reinvest the proceeds thereof in Substitute Collateral Debt Obligations in compliance with the Reinvestment Criteria. In addition, during the Reinvestment Period, to the extent that any Collateral Debt Obligations prepay or mature prior to the Maturity Date, the Investment Manager will seek, to invest the related Principal Proceeds in Substitute Collateral Debt Obligations, subject to the Reinvestment Criteria. The yield with respect to such Substitute Collateral Debt Obligations will depend, among other factors, on reinvestment rates available at the time, on the availability of investments which satisfy the Eligibility Criteria and may be acquired in compliance with the Reinvestment Criteria and are acceptable to the Investment Manager, and on market conditions related to high yield securities and bank loans in general. The need to satisfy the Eligibility Criteria, comply with the Reinvestment Criteria and identify acceptable investments may require the purchase of Collateral Debt Obligations with a lower yield than those replaced, with different characteristics than those replaced (including, but not limited to, coupon, maturity, call features and/or credit quality) or require that such funds be maintained in cash or Eligible Investments pending reinvestment in Substitute Collateral Debt Obligations, which will further reduce the yield of the Aggregate Principal Balance. Any decrease in the yield on the Aggregate Principal Balance will have the effect of reducing the amounts available to make distributions on the Notes which will adversely affect cash flows available to make payments on the Notes, especially the most junior Class or Classes of Notes. There can be no assurance that if Collateral Debt Obligations are sold, prepaid, or mature, yields on Collateral Debt Obligations that are eligible for purchase will be at the same levels as those replaced and there can be no assurance that the characteristics of any Substitute Collateral Debt Obligations purchased will be the same as those replaced and there can be no assurance as to the timing of the purchase of any Substitute Collateral Debt Obligations.

The timing of the initial investment of the net proceeds of issue of the Notes remaining after the payment of certain fees and expenses due and payable by the Issuer on the Issue Date, the payment of some of the expenses relating to the issue of the Notes on the first Payment Date and reinvestment of Sale Proceeds, Scheduled Principal Proceeds and Unscheduled Principal Proceeds, can affect the return to the Noteholders of, and cash flows available to make payments on, the Notes, especially the most junior Class or Classes of Notes. Loans and privately placed high yield securities are not as easily (or as quickly) purchased or sold as publicly traded securities for a variety of reasons, including confidentiality requirements with respect to Obligor information, the customised nature of loan agreements and private syndication. The reduced liquidity and lower volume of trading in loans, in addition to restrictions on investment represented by the Reinvestment Criteria, could result in periods of time during which the Issuer is not able to fully invest its cash in Collateral Debt Obligations. The longer the period between reinvestment of cash in Collateral Debt Obligations, the greater the adverse impact may be on the aggregate amount of the Interest Proceeds collected and distributed by the Issuer, including on the Notes, especially the most junior Class or Classes of Notes, thereby resulting in lower yields than could have been obtained if Principal Proceeds were immediately reinvested. In addition, loans are often prepayable by the borrowers thereof with no, or limited, penalty or premium. As a result, loans generally prepay more frequently than other corporate debt obligations of the issuers thereof. Secured Senior Loans usually have shorter terms than more junior obligations and often require mandatory repayments from excess cash flow, asset dispositions and offerings of debt and/or equity securities. The increased levels of prepayments and amortisation of loans increase the associated reinvestment risk on the Collateral Debt Obligations which risk will first be borne by holders of the Subordinated Notes and then by holders of the Rated Notes, beginning with the most junior Class.

The amount of Collateral Debt Obligations owned by the Issuer on the Issue Date, the timing of purchases of additional Collateral Debt Obligations on and after the Issue Date and the scheduled interest payment dates of those Collateral Debt Obligations and the payment of some of the expenses relating to the issue of the Notes on the first Payment Date may have a material impact on collections of Interest Proceeds during the first Due Period, which could affect interest payments on the Rated Notes and the payment of distributions to the Subordinated Notes on the first Payment Date.

3.13 Early Redemption and Prepayment Risk

Loan prepayments may affect the ability of the Issuer to invest and reinvest available funds in appropriate Collateral Debt Obligations

Loans are generally prepayable in whole or in part at any time at the option of the Obligor thereof at par plus accrued and 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 the Reinvestment Period. Any inability of the Issuer to reinvest payments or other proceeds in Collateral Debt Obligations with comparable interest rates that satisfy the Eligibility Criteria or Reinvestment Criteria (as applicable) specified herein may adversely affect the timing and amount of payments and distributions received by the Noteholders and the yield to maturity of the Rated Notes and the distributions on the Subordinated Notes. There is no assurance that the Issuer will be able to reinvest proceeds in Collateral Debt Obligations with comparable interest rates at favourable prices that satisfy the Eligibility Criteria or in compliance with the Reinvestment Criteria (as applicable) 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, amortisation 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 amortisation or defaults which will be experienced with respect to the Collateral Debt 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.

Early Redemption Risk

Bonds frequently have call or redemption features (with or without a premium or make whole) that permit the issuer to redeem such obligations prior to their final maturity date.

Repayments on bonds may be caused by a variety of factors which are difficult to predict. Accordingly, there exists a risk that bonds purchased at a price greater than par may experience a capital loss as a result of such repayment. In addition, Principal Proceeds received upon such

a repayment are subject to reinvestment risk. Any inability of the Issuer to reinvest payments or other proceeds in Collateral Debt Obligations with comparable interest rates that satisfy the Eligibility Criteria and may be acquired in compliance with the Reinvestment Criteria may adversely affect the timing and amount of payments and distributions received by holders of the Rated Notes and the yield to maturity of the Rated Notes. There can be no assurance that the Issuer will be able to reinvest proceeds in Collateral Debt Obligations with comparable interest rates that satisfy the Eligibility Criteria or in compliance with the Reinvestment Criteria or (if it is able to make such reinvestments) as to the length of any delays before such investments are made.

3.14 Characteristics and risks relating to the Portfolio

Characteristics of Secured Senior Loans, Secured Senior Bonds, High Yield Bonds and Mezzanine Obligations

The Portfolio Profile Tests provide that on each Measurement Date (save as otherwise provided herein) either "at least" or "not more than" certain specified percentages of the Aggregate Collateral Balance shall consist of particular categories of Collateral Debt Obligations including Secured Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Second Lien Loans, Mezzanine Obligations, Unsecured Senior Obligations and High Yield Bonds.

Although any particular Secured Senior Loan, Secured Senior Bond, Mezzanine Obligation, High Yield Bond or Unsecured Senior Obligation may share many similar features with other loans and obligations of its type, the actual term of any Secured Senior Loan, Secured Senior Bond, Mezzanine Obligation, High Yield Bond or Unsecured Senior Obligation will have been a matter of negotiation and will be unique. Any such particular loan or security may contain non-standard terms and may provide less protection for creditors than may be expected generally, including in respect of covenants, events of default, security or guarantees.

Secured Senior Loans, Secured Senior Bonds, Mezzanine Obligations, High Yield Bonds and Unsecured Senior Obligations are of a type generally incurred by the Obligors thereunder in connection with highly leveraged transactions, often (although not exclusively) to finance internal growth, pay dividends or other distributions to the equity holders in the Obligor, or finance acquisitions, mergers, and/or share purchases. As a result of the additional debt incurred by the Obligor in the course of such a transaction, the Obligor's creditworthiness is typically judged by the rating agencies to be below investment grade.

Secured Senior Loans, Secured Senior Bonds and Unsecured Senior Obligations are typically at the most senior level of the capital structure with Mezzanine Obligations being subordinated to any senior loans or to any other senior debt of the Obligor.

Mezzanine Obligations take the form of medium term loans or obligations of such type repayable shortly (perhaps six months or one year) after the senior loans or obligations of the Obligor thereunder are repaid. Because Mezzanine Obligations are only repayable after the senior debt (and interest payments may be blocked to protect the position of senior debt interest in certain circumstances), they will carry a higher rate of interest to reflect the greater risk of such an obligation not being repaid. Due to the greater risk associated with Mezzanine Obligations as a result of their subordination below senior loans of the Obligor, mezzanine lenders may be granted share options, warrants or higher cash paying instruments or payment in kind in the Obligor which can be exercised in certain circumstances, principally being immediately prior to the Obligor's shares being sold or floated in an initial public offering.

Cov-Lite Loans

The Portfolio Profile Tests provide that not more than 30.0 per cent. of the Aggregate Collateral Balance may be comprised of Cov-Lite Loans. Cov-Lite Loans typically do not have Maintenance Covenants but they usually have Incurrence Covenants in the same manner as a High Yield Bond. Ownership of Cov-Lite Loans may expose the Issuer to greater risks, including with respect to liquidity, price volatility and ability to restructure loans, than is the case with loans that have Maintenance Covenants. In addition, the lack of Maintenance Covenants may make it more difficult for lenders to trigger a default in respect of such Collateral Debt Obligations. This makes it more likely that any default will only arise under a Cov-Lite Loan at a stage where the relevant Obligor is in a greater degree of financial distress. Such a delay may make any successful restructuring more difficult to achieve and/or result in a greater reduction in the value of the Cov-Lite Loan as a consequence of any restructuring effected in such circumstances.

Security

Secured Senior Loans and Secured Senior Bonds are often secured by specific collateral, including but not limited to, trademarks, patents, accounts receivable, inventory, equipment, buildings, real estate, franchises and common and preferred shares of the Obligor and its subsidiaries and any applicable associated liens relating thereto. In continental Europe, security is often limited to shares in certain group companies, accounts receivable, bank account balances and intellectual property rights. Mezzanine Obligations may have the benefit of a second priority charge over such Collateral Debt Obligations. Unsecured Senior Obligations do not have the benefit of such security. High Yield Bonds are also generally unsecured.

Secured Senior Loans and Secured Senior Bonds usually have shorter terms than more junior obligations and often require mandatory prepayments from excess cash flows, asset dispositions and offerings of debt and/or equity securities.

Collective Action Clauses

Secured Senior Bonds, Unsecured Senior Obligations (other than those in the form of loans) and High Yield Bonds typically contain bondholder collective action clauses permitting specified majorities of bondholders to approve matters which, in a typical senior loan, would require unanimous lender consent. The Obligor under a Secured Senior Bond, Unsecured Senior Obligation (other than in the form of loans) or High Yield Bond may therefore be able to amend the terms of the bond, including terms as to the amount and timing of payments, with the consent of a specified majority of bondholders, either voting by written resolution or electronic resolution or as a majority of those attending and voting at a meeting, and the Issuer is unlikely to have a blocking minority position in respect of any such resolution. The Issuer may further be restricted by the Investment Management and Collateral Administration Agreement from voting on certain matters, particularly extensions of maturity, which may be considered at a bondholder meeting. Consequently, material terms of a Secured Senior Bond, Unsecured Senior Obligation (other than in the form of a loan) or High Yield Bond may be varied without the consent of the Issuer.

Rate of Interest

Some Collateral Debt Obligations bear interest at a fixed rate, for example certain Secured Senior Bonds and High Yield Bonds. Risks associated with fixed rate obligations are discussed in "*Relating to the Collateral Debt Obligations – Interest rate risk*" below. The majority of

Secured Senior Loans and Mezzanine Obligations bear interest based on a floating rate index, for example EURIBOR, a certificate of deposit rate, a prime or base rate (each as defined in the applicable loan agreement) or other index, which may reset daily (as most prime or base rate indices do) or offer the borrower a choice of one, two, three, six, nine or twelve month interest and rate reset periods.

Loan Fees

The purchaser of an interest in a Secured Senior Loan, Mezzanine Obligation in the form of a loan or Unsecured Senior Obligation in the form of a loan may receive certain syndication or participation fees in connection with its purchase. Other fees payable in respect of a Secured Senior Loan, Mezzanine Obligation in the form of a loan or Unsecured Senior Obligation in the form of a loan, which are separate from interest payments on such loan, may include facility, commitment, amendment and prepayment fees.

Restrictive Covenants

Secured Senior Loans, Secured Senior Bonds, High Yield Bonds, Mezzanine Obligations and Unsecured Senior Obligations also generally provide for restrictive covenants designed to limit the activities of the Obligors thereunder in an effort to protect the rights of lenders or bondholders to receive timely payments of interest on, and repayment of, principal of the obligations. Such covenants may include restrictions on dividend payments, specific mandatory minimum financial ratios, limits on total debt and other financial tests. A breach of covenant (after giving effect to any cure period) under a Secured Senior Loan, Mezzanine Obligation or Unsecured Senior Obligation which is not waived by the lending syndicate is normally an event of acceleration which allows the syndicate to demand immediate repayment in full of the outstanding loan. A breach of covenant (after giving effect to any cure period) under a Secured Senior Bond or a High Yield Bond which is not waived by the requisite majority of the holders thereof is normally an event of default which may trigger the acceleration of the bonds. However, although any particular Senior Loan, Secured Senior Bond, High Yield Bond or Mezzanine Obligation may share many similar features with other loans or bonds and obligations of its type, the actual terms of any Senior Loan, Secured Senior Bond, High Yield Bond or Mezzanine Obligation will have been a matter of negotiation and will be unique. Any such particular loan or bond may contain non-standard terms and may provide less protection for creditors than may be expected generally, including in respect of covenants, events of default, security or guarantees.

Limited liquidity, prepayment and default risk of Secured Senior Loans, Mezzanine Obligations and Unsecured Senior Obligations

In order to induce banks and institutional investors to invest in Secured Senior Loans, Mezzanine Obligations in the form of loans or Unsecured Senior Obligations in the form of loans, and to obtain a favourable rate of interest, an Obligor under such an obligation often provides the investors therein with extensive information about its business, which is not generally available to the public. Because of the provision of confidential information, the unique and customised nature of the loan agreement including such Secured Senior Loan, Mezzanine Obligation or Unsecured Senior Obligation, and the private syndication of the loan, Secured Senior Loans, Mezzanine Obligations in the form of loans and Unsecured Senior Obligations in the form of loans are not as easily purchased or sold as a publicly traded security, and historically the trading volume in the loan market has been small relative to, for example, the high yield bond market. Historically, investors in or lenders under European Senior Loans, Secured Senior Bonds, Mezzanine Obligations and Unsecured Senior Obligations have been

predominantly commercial banks and investment banks. The range of investors for such obligations has broadened significantly to include money managers, insurance companies, arbitrageurs, bankruptcy investors and mutual funds seeking increased potential total returns and investment managers of trusts or special purpose companies issuing collateralised bond and loan obligations. As secondary market trading volumes increase, new loans are frequently adopting more standardised documentation to facilitate loan trading which should improve market liquidity. There can be no assurance, however, that future levels of supply and demand in loan trading will provide the degree of liquidity which currently exists in the market. This means that such Collateral Debt Obligations will be subject to greater disposal risk if such Collateral Debt Obligations are sold following enforcement of the security over the Collateral or otherwise. The European market for Mezzanine Obligations and Unsecured Senior Obligations is also generally less liquid than that for Secured Senior Loans, resulting in increased disposal risk for such obligations.

Limited liquidity, prepayment and default risk of Secured Senior Bonds and High Yield Bonds

Secured Senior Bonds and High Yield Bonds are generally freely transferrable negotiable instruments (subject to standard selling and transfer restrictions to ensure compliance with applicable law, and subject to minimum denominations) and may be listed and admitted to trading on a regulated or an exchange regulated market; however there is currently no liquid market for them to any materially greater extent than there is for Secured Senior Loans. Additionally, as a consequence of the disclosure and transparency requirements associated with such listing, the information supplied by the Obligors to its debtholders (including the Issuer) may typically be less than would be provided on a Secured Senior Loan.

Increased risks for Mezzanine Obligations

The fact that Mezzanine Obligations are generally subordinated to any senior loan or other senior debt and potentially other indebtedness of the relevant Obligor thereunder, may have a longer maturity than such other indebtedness and will generally only have a second ranking security interest over any security granted in respect thereof, increases the risk of non-payment thereunder of such Mezzanine Obligations in an enforcement.

Mezzanine Obligations may provide that all or part of the interest accruing thereon will not be paid on a current basis but will be deferred. Mezzanine Obligations also generally involve greater credit and liquidity risks than those associated with investment grade corporate obligations and Secured Senior Loans. They are often entered into in connection with leveraged acquisitions or recapitalisations in which the Obligors thereunder incur a substantially higher amount of indebtedness than the level at which they previously operated and, as referred to above, sit at a subordinated level in the capital structure of such companies.

Defaults and recoveries

There is limited historical data available as to the levels of defaults and/or recoveries that may be experienced on Secured Senior Loans, Secured Senior Bonds, Mezzanine Obligations, Unsecured Senior Obligations and High Yield Bonds and no assurance can be given as to the levels of default and/or recoveries that may apply to any Secured Senior Loans, Secured Senior Bonds, Mezzanine Obligations, Unsecured Senior Obligations and High Yield Bonds purchased by the Issuer. As referred to above, although any particular Secured Senior Loan, Secured Senior Bond, Mezzanine Obligation, Unsecured Senior Obligation and High Yield Bond often will share many similar features with other loans and obligations of its type, the actual terms of any particular Secured Senior Loan, Secured Senior Bond, Mezzanine Obligation, Unsecured

Senior Obligation and High Yield Bond will have been a matter of negotiation and will thus be unique. The types of protection afforded to creditors will therefore vary from investment to investment. Recoveries on Secured Senior Loans, Secured Senior Bonds, Mezzanine Obligations, Unsecured Senior Obligations and High Yield Bonds may also be affected by the different bankruptcy regimes applicable in different jurisdictions, the availability of comprehensive security packages in different jurisdictions and the enforceability of claims against the Obligors thereunder.

The effect of an economic downturn on default rates and the ability of finance providers to protect their investment in a default is uncertain. Furthermore, the holders of Secured Senior Loans, Secured Senior Bonds, Mezzanine Obligations, Unsecured Senior Obligations and High Yield Bonds are more diverse than ever before, including not only banks and specialist finance providers but also alternative investment managers, specialist debt and distressed debt investors and other financial institutions. The increasing diversification of the investor base has also been accompanied by an increase in the use of hedges, swaps and other derivative instruments to protect against or spread the economic risk of defaults. All of these developments may further increase the risk that historic recovery levels will not be realised. The returns on Secured Senior Loans, Secured Senior Bonds, Mezzanine Obligations, Unsecured Senior Obligations and High Yield Bonds therefore may not adequately reflect the risk of future defaults and the ultimate recovery rates.

A non-investment grade loan or debt obligation or an interest in a non-investment grade loan is generally considered speculative in nature and may become a Defaulted Obligation for a variety of reasons. Subject to certain specified limits and restrictions, the Issuer (or the Investment Manager on behalf of the Issuer) may also purchase Defaulted Obligations that are Corporate Rescue Loans or Uptier Priming Debt. Upon any Collateral Debt Obligation becoming a Defaulted Obligation, such Defaulted Obligation may become subject to either substantial work out negotiations or restructuring, which may entail, among other things, a substantial change in the interest rate, a substantial write-down of principal, a conversion of some or all of the principal debt into equity, an extension of the maturity and a substantial change in the terms, conditions and covenants with respect to such Defaulted Obligation. Junior creditors may find that a restructuring leads to the total eradication of their debt whilst the borrower continues to service more senior tranches of debt on improved terms for the senior lenders. In addition, such negotiations or restructuring may be quite extensive and protracted over time, and therefore may result in uncertainty with respect to the ultimate recovery on such Defaulted Obligation. Forum shopping for a favourable legal regime for a restructuring is not uncommon, English law schemes of arrangement having become a popular tool for European incorporated companies, even for borrowers with little connection to the UK. 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 either to the minimum recovery rate assumed by the Rating Agencies in rating the Notes or any recovery rate used in the analysis of the Notes by investors in determining whether to purchase the Notes. In addition, the Investment Manager has the ability, at any time, to direct the Issuer to enter into Bankruptcy Exchanges where Defaulted Obligations can be exchanged (without the payment of any additional funds other than reasonable and customary transfer costs) for other debt obligations issued by another obligor which, but for the fact that such debt obligation is a Defaulted Obligation and the disapplication of paragraphs (c), (n), (o) and (aa) of the Eligibility Criteria in accordance with the definition of Bankruptcy Exchange would otherwise qualify as a Collateral Debt Obligation, but there can

be no guarantee that such new obligations will have a better likelihood of recovery or are of better value or quality than the Defaulted Obligations being exchanged.

In some European jurisdictions (including the UK, as noted above), obligors or lenders may seek a "scheme of arrangement". In such instance, a lender may be forced by a court to accept restructuring terms. Recoveries on Secured Senior Loans, Secured Senior Bonds, Mezzanine Obligations, Unsecured Senior Obligations and High Yield Bonds will also be affected by the different bankruptcy regimes applicable in different European jurisdictions and the enforceability of claims against the Obligors thereunder.

Second Lien Loans

The Collateral Debt Obligations may include Second Lien Loans, each of which will be secured by 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 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 may impair the Issuer's recovery on a Collateral Debt Obligation if a default or foreclosure on that Collateral Debt Obligation occurs.

An example of a lien arising under 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 Debt 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 Debt Obligation.

Characteristics and risks associated with investing in High Yield Bonds involves certain risks

High Yield Bonds are generally unsecured, may be subordinated to other obligations of the applicable Obligor and generally involve greater credit and liquidity risks than those associated with investment grade corporate obligations. They are often issued in connection with leveraged acquisitions or recapitalisations in which the obligors thereunder incur a substantially higher amount of indebtedness than the level at which they previously operated.

High Yield Bonds have historically experienced greater default rates than investment grade securities. Although several studies have been made of historical default rates in the U.S. high yield market, such studies do not necessarily provide a basis for drawing definitive conclusions with respect to default rates and, in any event, do not necessarily provide a basis for predicting future default rates in either the European or the U.S. high yield markets which may exceed the

hypothetical default rates assumed by investors in determining whether to purchase the Notes or by the Rating Agencies in rating the Notes.

The lower rating of securities in the high yield sector reflects a greater possibility that adverse changes in the financial condition of an issuer thereof, or in general economic conditions (including a sustained period of rising interest rates or an economic downturn), or both, may affect the ability of such issuer to make payments of principal and interest on its debt. Many issuers of High Yield Bonds are highly leveraged, and specific developments affecting such issuers, including reduced cash flow from operations or inability to refinance debt at maturity, may also adversely affect such issuers' ability to meet their debt service obligations. There can be no assurance as to the levels of defaults and/or recoveries that may be experienced on the High Yield Bonds in the Portfolio.

European High Yield Bonds are generally subordinated structurally, as opposed to contractually, to senior secured debtholders. Structural subordination is when a high yield security investor lends to a holding company whose primary asset is ownership of a cash-generating operating company or companies. The debt investment of the high yield investor is serviced by passing the revenues and tangible assets from the operating companies upstream through the holding company (which typically has no revenue-generating capacity of its own) to the security holders. In the absence of upstream guarantees from operating or asset owning companies in the group, such a process leaves the High Yield Bond investors deeply subordinated to secured and unsecured creditors of the operating companies and means that investors therein will not necessarily have access to the same security package as the senior lenders (even on a second priority charge basis) or be able to participate directly in insolvency proceedings or pre-insolvency discussions relating to the operating companies within the group. This facet of the European high yield market differs from the U.S. high yield market, where structural subordination is markedly less prevalent.

In the case of High Yield Bonds issued by issuers with their principal place of business in Europe, structural subordination of High Yield Bonds, coupled with the relatively shallow depth of the European high yield market, leads European high yield defaults to realise lower average recoveries than their U.S. counterparts. Another factor affecting recovery rates for European High Yield Bonds is the bankruptcy regimes applicable in different European jurisdictions and the enforceability of claims against the high yield bond issuer. It must be noted, however, that the overall probability of default (based on credit rating) remains similar for both U.S. and European credits; it is the severity of the effect of any default that differs between the two markets as a result of the aforementioned factors.

In addition to the characteristics described above, high yield securities frequently have call or redemption features that permit the issuer to redeem such obligations prior to their final maturity date. If such a call or redemption were exercised by an issuer during a period of declining interest rates, the Investment Manager, acting on behalf of the Issuer, may only be able to replace such called obligation with a lower yielding obligation, thus decreasing the net investment income from the Collateral Debt Obligations.

The Investment Manager may, in accordance with its portfolio management practices and subject to the Transaction Documents, agree on behalf of the Issuer to extend or defer the maturity, or adjust the outstanding balance of any underlying asset, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. Any amendment, waiver or modification of an underlying asset 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 Notes.

Characteristics and risks associated with investing in Unsecured Senior Obligations involves certain risks

Unsecured Senior Obligations of an 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 Senior Obligations will generally have lower rates of recovery than secured obligations following a default. Also, if the insolvency of an Obligor of any Unsecured Senior Obligations occurs, the holders of such Unsecured Senior Obligations will be considered general, unsecured creditors of the Obligor and will have fewer rights than secured creditors of the Obligor.

Corporate Rescue Loans and Uptier Priming Debt

Corporate Rescue Loans are made by and, in some cases Uptier Priming Debt is issued by companies that have experienced, or are experiencing, significant financial or business difficulties such that they have become subject to bankruptcy or other reorganisation and liquidation proceedings and thus involve additional risks. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial difficulties is unusually high. There is no assurance that the Issuer (or the Investment Manager on its behalf) will correctly evaluate the value of the assets securing the Corporate Rescue Loan or Uptier Priming Debt or the prospects for a successful reorganisation or similar action and accordingly the Issuer could suffer significant losses on its investments in such Corporate Rescue Loan or Uptier Priming Debt. In any reorganisation or liquidation case relating to a company in which the Issuer invests, the Issuer may lose its entire investment, may be required to accept cash or securities with a value less than the Issuer's original investment and/or may be required to accept payment over an extended period of time.

Distressed company and other asset-based investments require active monitoring and may, at times, require participation by the Issuer in business strategy or bankruptcy proceedings. To the extent that the Issuer becomes involved in such proceedings, the Issuer's more active participation in the affairs of the bankruptcy debtor could result in the imposition of restrictions limiting the Issuer's ability to liquidate its position in the debtor.

Although a Corporate Rescue Loan may be unsecured, where the Obligor is subject to U.S. insolvency law, it has a priority permitted by section 364(c) or section 364(d) under the United States Bankruptcy Code and at the time that it is acquired by the Issuer is required to be current with respect to scheduled payments of interest and principal (if any).

Bridge Loans

The Portfolio Profile Tests provide that not more than 2.5 per cent. of the Aggregate Collateral Balance may be comprised of Bridge Loans. Bridge Loans are generally a temporary financing instrument and as such the interest rate may increase after a short period of time in order to encourage an Obligor to refinance the Bridge Loan with more long-term financing. If an Obligor is unable to refinance a Bridge Loan, the interest rate may be subject to an increase and as such Bridge Loans may have greater credit and liquidity risk than other types of loans.

Voting Restrictions on Syndicated Loans for Minority Holders

The Issuer will generally purchase each underlying asset 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 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 loan facility will maintain the terms and conditions to which the Issuer or a predecessor in interest to the Issuer originally agreed.

Participations, Novations and Assignments

The Investment Manager, acting on behalf of the Issuer may acquire interests in Collateral Debt Obligations which are loans either directly (by way of novation or assignment) or indirectly (by way of participation). Interests in loans acquired directly by way of novation or assignment are referred to herein as "**Assignments**". Interests in loans taken indirectly by way of participation are referred to herein as "**Participations**". Each institution from which such an interest is taken by way of Participation or acquired by way of Assignment is referred to herein as a "**Selling Institution**".

The purchaser of an Assignment typically succeeds to all the rights of the assigning Selling Institution and becomes entitled to the benefit of the loans and the other rights of the lender under the loan agreement. The Issuer, as an assignee, will generally have the right to receive directly from the borrower all payments of principal and interest to which it is entitled, *provided* that notice of such Assignment has been given to the borrower. As a purchaser of an Assignment, the Issuer typically will have the same voting rights as other lenders under the applicable loan agreement and will have the right to vote to waive enforcement of breaches of covenants. The Issuer will generally also have the same rights as other lenders to enforce compliance by the borrower with the terms of the loan agreement, to set off claims against the borrower and to have recourse to collateral supporting the loan. As a result, the Issuer will generally not bear the credit risk of the Selling Institution and the insolvency of the Selling Institution should have no effect on the ability of the Issuer to continue to receive payment of principal or interest from the borrower once the novation or assignment is complete. The Issuer will, however, assume the credit risk of the borrower. The purchaser of an Assignment also typically succeeds to and becomes entitled to the benefit of any other rights of the Selling Institution in respect of the loan agreement including the right to the benefit of any security granted in respect of the loan interest transferred. The loan agreement usually contains mechanisms for the transfer of the benefit of the loan and the security relating thereto. The efficacy of these mechanisms is rarely tested, if ever, and there is debate amongst counsel in continental jurisdictions over their effectiveness. With regard to some of the loan agreements, security will have been granted over assets in different jurisdictions. Some of the jurisdictions will require registrations, filings and/or other formalities to be carried out not only in relation to the transfer of the loan but, depending on the mechanism for transfer, also with respect to the transfer of the benefit of the security.

Participations by the Issuer in a Selling Institution's portion of a loan typically result in a contractual relationship only with such Selling Institution and not with the borrower under such loan. The Issuer would, in such case, only be entitled to receive payments of principal and interest to the extent that the Selling Institution has received such payments from the borrower (and such payments may be co-mingled with other monies not related to such Participation). In purchasing Participations, the Issuer generally will have no right to enforce compliance by the borrower with the terms of the applicable loan agreement and the Issuer may not directly benefit from the collateral supporting the loan in respect of which it has purchased a Participation. As a result, the Issuer will assume the credit risk of both the borrower and the Selling Institution selling the Participation. If an insolvency of the Selling Institution selling a Participation occurs, the Issuer may be treated as a general creditor of the Selling Institution and may not benefit from any set off between the Selling Institution and the borrower and the Issuer may suffer a loss to the extent that the borrower sets off claims against the Selling Institution. The Issuer may purchase a Participation from a Selling Institution that does not itself retain any economic interest in the 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 in a loan it generally will not have the right to participate directly in any vote to waive enforcement of any covenants breached by a borrower. A Selling Institution voting in connection with a potential waiver of a restrictive covenant may have interests which are different from those of the Issuer and such Selling Institutions may not be required to consider the interest of the Issuer in connection with the exercise of its votes. Whilst the Issuer may have a right to elevate a Participation to a direct interest in the participated loan, such right may be limited by a number of factors.

In addition, Participations may be subject to the exercise of the "bail-in" powers attributed to Resolution Authorities under the BRRD or similar resolution mechanisms provided for in the SRM Regulation and may also be subject to the QFC Stay Rules. See "*Bank Recovery and Resolution Directives*" and "*U.S. Stay Rules Relating to Qualified Financial Contracts*" above.

Additional risks are therefore associated with the purchase of Participations by the Issuer as opposed to Assignments. The Portfolio Profile Tests impose limits on the amount of Collateral Debt Obligations that may comprise Participations as a proportion of the Aggregate Collateral Balance.

3.15 The Issuer may not be able to acquire Collateral Debt Obligations that satisfy the Eligibility Criteria or in compliance with the Reinvestment Criteria, as applicable

The Investment Manager is permitted to purchase Collateral Debt Obligations after the Issue Date as described herein, in accordance with the Eligibility Criteria or the Reinvestment Criteria, as applicable. The ability of the Investment Manager (on behalf of the Issuer) to acquire Collateral Debt Obligations that satisfy the Eligibility Criteria or the Reinvestment Criteria, as applicable, at the projected prices, ratings, rates of interest and any other applicable characteristics will be subject to market conditions and availability of such Collateral Debt Obligations. Any inability of the Investment Manager (on behalf of the Issuer) to acquire Collateral Debt Obligations that satisfy the Eligibility Criteria or the Reinvestment Criteria, as applicable, specified herein may adversely affect the timing and amount of payments received by the Noteholders and the yield to maturity of the Rated Notes and the distributions on the Subordinated Notes. There is no assurance that the Investment Manager on behalf of the Issuer will be able to acquire Collateral Debt Obligations that satisfy the Eligibility Criteria or the Reinvestment Criteria, as applicable.

3.16 Collateral Enhancement Obligations

Pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager may (acting on behalf of the Issuer), in its sole discretion reclassify as a Collateral Enhancement Obligation any assets held by the Issuer that do not satisfy the Eligibility Criteria after the Issue Date (whether on the date they were required to do so or thereafter) or that do not satisfy the Restructured Obligation Criteria at the Restructuring Date (if applicable) (as reclassified by the Investment Manager hereunder, "**Ineligible Portfolio Obligations**"), provided that any such assets may only be reclassified if an amount representing the market value thereof (or, in the sole discretion of the Investment Manager, any greater amount) as at the relevant date of such reclassification (such date, the "**Reclassification Date**" and such amount the "**Reclassification Price**") is, on the Reclassification Date, credited to the Principal Account out of the Balance standing to the credit of the Collateral Enhancement Account at the relevant time, or from the proceeds of an Investment Manager Advance or as a permitted use of certain other proceeds specified to be used to acquire Collateral Enhancement Obligations.

Any transfer of a Reclassification Price and the related reclassification of a Collateral Debt Obligation as a Collateral Enhancement Obligation shall be deemed to be the acquisition of a Collateral Enhancement Obligation and the sale of the relevant Collateral Debt Obligation, in each case in accordance with and subject to the terms of the Investment Management and Collateral Administration Agreement. Any such reclassification so deemed to be a sale of the relevant Collateral Debt Obligation shall therefore only be permissible if such reclassification satisfies the relevant criteria and terms in respect of the sale of any Collateral Debt Obligation in accordance with and subject to the terms of the Investment Management and Collateral Administration Agreement.

All funds required in respect of the purchase price of any Collateral Enhancement Obligations, and all funds required in respect of the exercise price of any rights or options thereunder may only be paid out of the Balance standing to the credit of the Collateral Enhancement Account at the relevant time or out of an Investment Manager Advance. Such Balance shall be comprised of all sums deposited therein from time to time including amounts which may otherwise have been payable as interest in respect of the Subordinated Notes which the Investment Manager, acting on behalf of the Issuer, determines shall be paid into the Collateral Enhancement Account pursuant to the Priorities of Payment rather than being paid to the Subordinated Noteholders as well as other amounts, such as the proceeds of Investment Manager Advances. The aggregate amounts which may be credited to the Collateral Enhancement Account in accordance with the Priorities of Payment are subject to the following restrictions: (i) in aggregate on any particular Payment Date, such amount may not exceed €2,000,000 and (ii) the cumulative aggregate amount of all Payment Dates may not exceed €12,000,000.

The Investment Manager may, at its discretion, advance to the Issuer from time to time prior to the expiry of the Reinvestment Period (i) to the extent that there are insufficient sums standing to the credit of the Collateral Enhancement Account to purchase or exercise rights under Collateral Enhancement Obligations which the Investment Manager determines on behalf of the Issuer should be purchased or exercised, amounts required in order to fund such purchase or exercise and (ii) for any other Permitted Use (any such amount, an "**Investment Manager Advance**") pursuant to the terms of the Investment Management and Collateral Administration Agreement. All such Investment Manager Advances shall be repaid out of Interest Proceeds and Principal Proceeds on each Payment Date pursuant to the Priorities of Payment (or on any Business Day, at the Investment Manager's discretion, out of the proceeds standing to the credit

of the Collateral Enhancement Account). Each Investment Manager Advance is subject to the Reinvestment Overcollateralisation Test being satisfied and shall be in an amount no less than €1,000,000 and the aggregate amount outstanding of all Investment Manager Advances shall not, cumulatively, exceed 1.0 per cent. of the Target Par Amount, *provided* that only three Investment Manager Advances may be made.

The Investment Manager is under no obligation whatsoever to exercise its discretion (acting on behalf of the Issuer) to take any of the actions described above and the Balance standing to the credit of the Collateral Enhancement Account may also or alternatively be used to fund the purchase of additional Collateral Debt Obligations or Substitute Collateral Debt Obligations or of the Rated Notes. There can therefore be no assurance that the Balance standing to the credit of the Collateral Enhancement Account will be sufficient to fund the exercise of any right or option under any Collateral Enhancement Obligation at any time. The ability of the Investment Manager (acting on behalf of the Issuer) to exercise any rights or options under any Collateral Enhancement Obligation will be dependent upon there being sufficient amounts standing to the credit of the Collateral Enhancement Account to pay the costs of any such exercise. If sufficient amounts are not so available, the Investment Manager may, at its discretion, fund the payment of any shortfall by way of an Investment Manager Advance. However, the Investment Manager is under no obligation to make any Investment Manager Advance. Failure to exercise any such right or option may result in a reduction of the returns to the Subordinated Noteholders (and, potentially, Noteholders of other Classes).

The prices paid for Ineligible Portfolio Obligations purchased pursuant to the Investment Management and Collateral Administration Agreement will be the market value thereof (or, in the sole discretion of the Investment Manager, any greater amount) on the Reclassification Date. The Reclassification Price transferred to the Principal Account or the Unused Proceeds Account, as applicable for such Ineligible Portfolio Obligations in connection with any reclassification thereof as a Collateral Enhancement Obligation is likely to be less than the purchase price originally paid by the Issuer. As well as the relevant Eligibility Criteria in respect of the Ineligible Portfolio Obligation not being satisfied, events occurring between the time at which the Issuer enters into a binding commitment to acquire such obligation and the Reclassification 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 Ineligible Portfolio Obligations, the timing of purchases prior to the Reclassification Date and a number of other factors beyond the Issuer's control, including the condition of certain financial markets, general economic conditions and international political events, could adversely affect the market value of the assets acquired prior to the Reclassification Date and could adversely affect the market value of Ineligible Portfolio Obligations after the Reclassification Date.

As a result, any Sale Proceeds to be credited to the Collateral Enhancement Account and distributed in accordance with Condition 3(j)(v) (*Collateral Enhancement Account*) following the subsequent sale of any such asset reclassified as a Collateral Enhancement Obligation may be less than the Reclassification Price transferred to the Principal Account or the Unused Proceeds Account, as applicable for such Ineligible Portfolio Obligation due to market value decreases after reclassification. Conversely, in the event that the market value of the relevant Ineligible Portfolio Obligation after the Reclassification Date is greater than the market value thereof at the Reclassification Date, any proceeds in respect thereof will constitute Collateral Enhancement Obligation Proceeds (rather than Principal Proceeds) and will be available for distribution (including in accordance with the Interest Proceeds Priority of Payments) in accordance with Condition 3(j)(v) (*Collateral Enhancement Account*), (rather than for

reinvestment in Collateral Debt Obligations or repayment of the Rated Notes). Accordingly, following reclassification, the Investment Manager may apply any proceeds in respect thereof under the Interest Proceeds Priority of Payments including in the making of distributions to Subordinated Noteholders in accordance therewith.

Collateral Enhancement Obligations and any income or return generated thereby are not taken into account for the purposes of determining satisfaction of, or required to satisfy, any of the Coverage Tests, Portfolio Profile Tests or Collateral Quality Tests.

3.17 Limited Control of Administration and Amendment of Collateral Debt 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 Investment Manager will exercise or enforce, or refrain from exercising or enforcing, any or all of the Issuer's rights in connection with the Collateral Debt Obligations or any related documents or will refuse amendments or waivers of the terms of any underlying asset and related documents in accordance with its portfolio management practices and the standard of care specified in the Investment Management and Collateral Administration Agreement. The Noteholders will not have any right to compel the Investment 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 Investment Management and Collateral Administration Agreement.

The Investment Manager may, in accordance with its portfolio management practices and subject to the Trust Deed and the Investment Management and Collateral Administration Agreement, agree on behalf of the Issuer to extend or defer the maturity, or adjust the outstanding balance of any underlying asset, or otherwise amend, modify or waive the terms of any related loan agreement, including the payment terms thereunder. Any amendment, waiver or modification of an underlying asset 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 Notes.

3.18 Certain risks relating to Hedge Agreements

The payments associated with any Hedge Agreements generally rank senior to payments on the Notes. The Arranger, the Initial Purchaser and/or one or more of their 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, if the insolvency of a Hedge Counterparty occurs, 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 Debt 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 Collateral Debt Obligations upon the occurrence of an Event of Default under the Trust Deed), 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 Noteholders. In either case, there can be no assurance that the remaining payments on the

Collateral Debt Obligations would be sufficient to make payments of interest and principal on the Rated Notes and distributions with respect to the Subordinated Notes.

The Issuer may terminate a Hedge Agreement upon the occurrence of certain events of default or termination events thereunder with respect to the Hedge Counterparty (including, but not limited to, bankruptcy or the failure of the Hedge Counterparty to make payments to the Issuer under the applicable Hedge Agreement). Even if the Issuer is the terminating party, it may owe a termination payment to the Hedge Counterparty as described in the immediately preceding paragraph. If the Issuer terminated a Hedge Agreement upon the occurrence of a bankruptcy of the applicable Hedge Counterparty, there can be no assurance that termination amounts due and payable to the Hedge Counterparty from the Issuer would be subordinated to payments made to the Noteholders as required under the Priorities of Payment. Recent decisions in U.S. bankruptcy proceedings have held that subordination provisions similar to those set out in the Priorities of Payment are unenforceable with respect to a bankrupt Hedge Counterparty. In addition, upon the occurrence of a bankruptcy of a Hedge Counterparty, if the Issuer fails to terminate the applicable Hedge Agreement in a timely manner, such Hedge Agreement could be assumed by the bankruptcy estate of such Hedge Counterparty and the Issuer could be required to continue making payments to such Hedge Counterparty, even if such Hedge Counterparty failed to perform its obligations under the applicable Hedge Agreement prior to the assumption. In either case, amounts available for payments to Noteholders would be reduced and may be materially reduced. See also "*Flip clauses*" below, in particular in relation to the bankruptcy position under English law.

3.19 Concentration risk

The Issuer will invest in a Portfolio of Collateral Debt Obligations consisting, of Secured Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Unsecured Senior Obligations, Mezzanine Obligations, Second Lien Loans and High Yield Bonds. Although no significant concentration with respect to any particular Obligor, industry or country is expected to exist at the Effective Date, the concentration of the Portfolio in any one Obligor would subject the Notes to a greater degree of risk with respect to defaults by such Obligor, and the concentration of the Portfolio in any one industry would subject the Notes to a greater degree of risk with respect to economic downturns relating to such industry. The Portfolio Profile Tests and Collateral Quality Tests attempt to mitigate any concentration risk in the Portfolio. See "*The Portfolio – Portfolio Profile Tests and Collateral Quality Tests*".

3.20 Flip clauses

The validity and enforceability of certain provisions in contractual priorities of payments which purport to alter the priority in which a particular secured creditor is paid as a result of the occurrence of one or more specified trigger events, including the insolvency of such creditor ("**flip clauses**"), have been challenged recently in the English and U.S. courts on the basis that the operation of a flip clause as a result of such creditor's insolvency breaches the "anti-deprivation" principles of English and U.S. insolvency law. This principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency.

The English Supreme Court has, in *Belmont Park Investments Pty Limited v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc.* [2011] UKSC 38, upheld the validity of a flip clause contained in an English-law governed security document, stating that the anti-deprivation principle was not breached by such provisions.

In the U.S. courts, the U.S. Bankruptcy Court for the Southern District of New York in *Lehman Brothers Special Financing Inc. v. BNY Corporate Trustee Services Limited.* (*In re Lehman Brothers Holdings Inc.*), Adv. Pro. No. 09-1242-JMP (Bankr S.D.N.Y. May 20, 2009) examined a flip clause contained in an indenture related to a swap agreement and held that such a provision, which seeks to modify one creditor's position in a priority of payments when that creditor files for bankruptcy, is unenforceable under the U.S. Bankruptcy Code. Judge Peck also found that the Code's safe harbour provisions, which protect certain contractual rights under swap agreements, did not apply to the flip clause because the flip clause provisions were contained in the indenture, and not in the swap agreement itself. Judge Peck acknowledged that this has resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". While BNY Corporate Trustee Services Ltd filed a motion for and was granted leave to appeal with the U.S. Bankruptcy Court, the case was settled before the appeal was heard.

On 28 June 2016, the U.S. Bankruptcy Court issued a decision in *Lehman Bros. Special Fin. Inc. v. Bank of Am. Nat'l Ass'n (In re Lehman Bros. Holdings Inc.),* 553 B.R. 476 (Bankr. S.D.N.Y. 2016). In this decision, the court held that not all priority of payment provisions would be unenforceable ipso facto clauses under the U.S. Bankruptcy Code. Instead, the court identified two materially distinct approaches to such provisions. Where a counterparty's automatic right to payment priority ahead of the noteholders is "flipped" or modified upon, for example, such counterparty's default under the swap document, the court confirmed that such priority provisions were ipso facto clauses which, in the absence of safe harbour protection, are unenforceable under the Code. Conversely, the court held that priority provisions where no right of priority is established until after a termination event under the swap documents has occurred were not ipso facto clauses, and, therefore, fully enforceable. Moreover, even where the provisions at issue were ipso facto clauses, the Court found that they were nonetheless enforceable under the Code's safe harbour provisions. Specifically, the Court concluded that priority of distribution was a necessary part of liquidation of a swap agreement, which the safe harbour provisions expressly protect. The Court effectively limited the analysis in the *BNY* case to instances where the flip provisions are only in an indenture, and do not constitute part of the swap agreement. The U.S. Bankruptcy Court's holding that priority of distribution was a part of the liquidation of a swap agreement and therefore protected by the Code's safe harbour provisions was affirmed on appeal by the U.S. District Court for the Southern District of New York on 14 March 2018 (*Lehman Bros. Special Fin. Inc. v. Bank of Am. Nat'l Ass'n (In re Lehman Bros. Holdings Inc.)*, No. 17 CIV. 1224 (LGS), 2018 WL 1322225 (S.D.N.Y. Mar. 14, 2018)) and by the U.S. Court of Appeals for the Second Circuit on 11 August 2020 (*Lehman Bros. Special Fin. Inc. v. Branch Banking and Tr. Co. (In re Lehman Bros. Holdings Inc.),* No. 18-1079, 2020 WL 4590247 (2d Cir. Aug. 11, 2020)) These judgments highlight the difference in approach taken between U.S. and English law on this subject, although it significantly reduces the practical differences in outcome. In addition, there remain several actions in the U.S. commenced by debtors of Lehman Brothers concerning the enforceability of flip clauses and this is likely to be an area of continued judicial focus particularly in respect of multi-jurisdictional insolvencies.

The flip clause examined in the *Belmont* case is similar in substance to the relevant provisions in the Priorities of Payment, however the context and manner of subordination which may be applied to a Hedge Counterparty in accordance with such provisions will not be identical; and the judgments in *Belmont* and subsequent litigation in which the same rule has been applied have noted that English law questions relating to the anti-deprivation principle will be determined on the basis of the particular terms at hand and their commercial context. As such, it is not necessarily settled that the particular flip clauses contained in the Priorities of Payment

would certainly be enforceable as a matter of English law, in the case of insolvency of a Hedge Counterparty.

Moreover, if the Priorities of Payment are the subject of litigation in any jurisdiction outside England and Wales, in particular in the United States of America, and such litigation results in a conflicting judgment in respect of the binding nature of the Priorities of Payment, it is possible that termination payments due to the Hedge Counterparties would not be subordinated as envisaged by the Priorities of Payment and as a result, the Issuer's ability to repay the Noteholders in full may be adversely affected. There is a particular risk of such conflicting judgments where a Hedge Counterparty is the subject of bankruptcy or insolvency proceedings outside England and Wales.

3.21 Credit risk

Risks applicable to Collateral Debt Obligations also include the possibility that earnings of the Obligor may be insufficient to meet its debt service obligations thereunder and the declining creditworthiness and potential for insolvency of the Obligor of such Collateral Debt Obligations during periods of rising interest rates and economic downturn. An economic downturn could severely disrupt the market for leveraged loans and adversely affect the value thereof and the ability of the obligor thereunder to repay principal and interest.

3.22 Counterparty risk

Assignments, Participations and Hedge Transactions involve the Issuer entering into contracts with counterparties. Pursuant to such contracts, the counterparties agree to make payments to the Issuer under certain circumstances as described therein. The Issuer will be exposed to the credit risk of the counterparty with respect of any such payments. Counterparties in respect of Participations and Hedge Agreements are required to satisfy the applicable Rating Requirement, upon entry into the applicable contract or instrument.

If a Hedge Counterparty is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, there will be a termination event under the applicable Hedge Agreement unless, within the applicable remedy period following such rating withdrawal or a downgrade, such Hedge Counterparty either transfers its obligations under the applicable Hedge Agreement to a replacement counterparty with the requisite ratings, obtains a guarantee of its obligations by a guarantor with the requisite ratings, collateralises its obligations in a manner satisfactory to the Rating Agencies or employs some other such strategy as may be approved by the Rating Agencies.

The Issuer will also be exposed to the credit risk of the Account Bank and the Custodian to the extent of, respectively, all cash of the Issuer held in the Accounts and all Collateral of the Issuer held by the Custodian. If the Account Bank or the Custodian is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, the Issuer shall use its reasonable endeavours to procure the appointment of a replacement Account Bank or Custodian, as the case may be, with the applicable Rating Requirement on substantially the same terms as the Agency and Account Bank Agreement within 30 calendar days of such withdrawal or downgrade.

Transactions with counterparties that are relevant institutions for the purposes of the BRRD may be subject to the exercise of the "bail-in" powers attributed to Resolution Authorities under the BRRD or similar resolution mechanisms provided for in the SRM Regulation. See "*Bank Recovery and Resolution Directives*" above. Transactions with counterparties that are Covered

Entities for the purposes of the QFC Stay Rules may also be subject to the limitations in any such rules. See "*U.S. Stay Rules Relating to Qualified Financial Contracts*".

3.23 Interest rate risk

It is possible that Collateral Debt Obligations (in particular Secured Senior Bonds and High Yield Bonds) may bear interest at fixed rates and there is no requirement that the amount or portion of Collateral Debt Obligations securing the Notes must bear interest on a particular basis, save for the Portfolio Profile Test which requires that not more than 10.0 per cent. of the Aggregate Collateral Balance may comprise Fixed Rate Collateral Debt Obligations.

In addition, any payments of principal or interest received in respect of Collateral Debt Obligations and not otherwise reinvested in Substitute Collateral Debt Obligations will generally be used to repay principal on the Notes, subject to the Priorities of Payment. As a result of these factors, it is expected that there will be a fixed/floating rate mismatch and/or a floating rate basis mismatch between the Notes and the underlying Collateral Debt Obligations and Eligible Investments. Such mismatch may be material and may change from time to time as the composition of the related Collateral Debt Obligations and Eligible Investments change and as the liabilities of the Issuer accrue or are repaid. As a result of such mismatches, changes in the level of EURIBOR could adversely affect the ability to make payments on the Notes. Depending on whether payments of principal on Fixed Rate Collateral Debt Obligations or Floating Rate Collateral Debt Obligations are invested in Substitute Collateral Debt Obligations or used to repay principal on the Notes, subject to the Priorities of Payment, such fixed/floating rate mismatch and/or floating rate basis mismatch described above may be improved or may be made worse. The calculation of EURIBOR on the Rated Notes is subject to a floor of zero. In addition, pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager, acting on behalf of the Issuer, is authorised (but is not obliged) to enter into Hedge Transactions in order to mitigate such interest rate mismatch from time to time, subject to receipt in each case of Rating Agency Confirmation in respect thereof (other than in the case of a Form Approved Hedge) and subject to certain regulatory considerations in relation to swaps, discussed in "*EMIR*", "*The Dodd-Frank Act*" and "*U.S. Risk Retention Rules*" above. However, the Issuer will depend on each Interest Rate Hedge Counterparty to perform its obligations under any Interest Rate Hedge Transaction to which it is a party and if any Interest Rate Hedge Counterparty defaults or becomes unable to perform due to insolvency or otherwise, the Issuer may not receive payments it would otherwise be entitled to from such Interest Rate Hedge Counterparty to cover its interest rate risk exposure.

Interest Amounts are due and payable in respect of the Notes on a quarterly basis during each three month Accrual Period and on a semi-annual basis during each six month Accrual Period. If a significant number of Collateral Debt Obligations pay interest on a semi-annual or annual basis, there may be insufficient interest received to make quarterly interest payments on the Notes during three month Accrual Periods. In order to mitigate the effects of any such timing mismatch, prior to the occurrence of a Frequency Switch Event (since following the occurrence of such an event, Accrual Periods will be semi-annual), the Issuer will be required to hold back a portion of the interest received on Collateral Debt Obligations which pay interest less than quarterly in order to make quarterly payments of interest on the Notes ("**Interest Smoothing**").

In addition, if a significant number of Collateral Debt Obligations switch from paying interest on a quarterly to a semi-annual basis, a Frequency Switch Event may occur pursuant to the Conditions and, following the occurrence of which, payments of interest on the Notes shall be

made on a semi-annual basis in order to mitigate such reset risk. See the definition of "Frequency Switch Event" contained in the Conditions.

However, there can be no assurance that Interest Smoothing and such Frequency Switch Event mechanism will be sufficient to mitigate basis and reset risks respectively.

More generally, there can be no assurance that the Collateral Debt Obligations and Eligible Investments securing the Notes will in all circumstances generate sufficient Interest Proceeds to make timely payments of interest on the Notes or that any particular levels of return will be generated on the Subordinated Notes.

On 5 June 2014, the European Central Bank announced that it would charge a negative rate of interest on bank deposits with the European Central Bank. To the extent the European Central Bank's or other central bank's deposit rate from time to time results in the Account Bank or the Custodian incurring negative deposit rates as a result of maintaining any accounts on the Issuer's behalf, the Issuer will be required to reimburse the Account Bank and/or the Custodian, as applicable, in an amount equal to the chargeable interest incurred on such accounts as a result of such negative deposit rates. Any such payments shall be paid as Administrative Expenses, subject to and in accordance with the Priorities of Payment and may, accordingly, have a negative impact on the amounts available to the Issuer to apply as payments on the Notes.

To the extent that the European Central Bank's or other central bank's deposit rate from time to time results in obligors in respect of financial instruments held by the Issuer as Eligible Investments incurring negative deposit rates as a result of having issued such instruments and whilst such instruments remain outstanding, the Issuer (as holder of such instruments) may also be required to compensate the relevant obligors for such chargeable interest incurred in the form of a mandatory reduction in the principal amount outstanding of such instruments in accordance with their terms.

The Issuer has established the Principal Reduction Reserve Account for the purposes of covering any Principal Reductions. The Principal Reduction Reserve Account will be funded on the Issue Date and replenished at the Investment Manager's discretion (acting in accordance with the standard of care required under the Investment Management and Collateral Administration Agreement) out of (amongst other sources) Interest Proceeds in accordance with the Interest Proceeds Priority of Payments on a senior basis, subject to a cap of €50,000 per annum (or, if lower, the amount (if any) of the Senior Expenses Cap remaining after the payment of all Trustee Fees and Expenses and Administrative Expenses in accordance with the Interest Proceeds Priority of Payments). The Investment Manager may also fund the Principal Reduction Reserve Account on a subordinated basis (but senior to payments on the Subordinated Notes) in accordance with the Interest Proceeds Priority of Payments to the extent necessary, in its reasonable discretion, to fund anticipated Principal Reductions for the current Due Period.

Accordingly, payments made into the Principal Reduction Reserve Account in order to cover anticipated Principal Reductions as described above, may have a negative impact on amounts available to the Issuer to apply as interest payments on the Notes. In addition, whilst the Issuer (or the Investment Manager on its behalf) is only permitted to invest in Eligible Investments to the extent that amounts standing to the credit of the Principal Reduction Reserve Account at the time of investment will be sufficient, in the Investment Manager's reasonable determination, to cover anticipated Principal Reductions for the applicable Due Period, there can be no guarantee that such amounts will be sufficient to cover all Principal Reductions that may arise, and the

occurrence of Principal Reductions in respect of Eligible Investments may therefore negatively affect the Aggregate Collateral Balance (and the Par Value Ratios).

The calculation of EURIBOR in respect of the Floating Rate Notes is subject to a floor of zero, and holders of such Notes, notwithstanding that the rate of EURIBOR reaches such floor, will remain entitled to receive no less than the Applicable Margin.

3.24 Currency risk and Asset Swap Transactions

The Issuer may acquire Non-Euro Obligations. The percentage of the Aggregate Collateral Balance that is comprised of Non-Euro Obligations may increase or decrease over the life of the Notes within the limits set by the Portfolio Profile Tests. Although the Issuer intends to hedge against certain currency exposures pursuant to the Asset Swap Transactions, fluctuations in the Euro exchange rate for currencies in which Non-Euro Obligations are denominated may lead to the proceeds of the Collateral Debt Obligations being insufficient to pay all amounts due to the respective Classes of Noteholders or may result in a decrease in value of the Collateral for the purposes of sale hereof upon enforcement of the security over it.

The Issuer's ongoing payment obligations under the Asset Swap Transactions (including termination payments) may be significant. The payments associated with such hedging arrangements generally rank senior to payments on the Notes.

Defaults, prepayments, trading and other events increase the risk of a mismatch between the Non-Euro Obligations and the Notes. This may cause losses. The Investment Manager may be limited at the time of reinvestment in its choice of Collateral Debt Obligations because of the cost of the foreign exchange hedging and due to restrictions in the Investment Management and Collateral Administration Agreement with respect to exercising such hedging. In addition, it may not be economically advantageous or feasible for the Issuer to exercise its hedging arrangements and such hedging arrangements may not be sufficient to protect the Issuer from fluctuations in Euro exchange rates.

The Issuer will depend upon the Asset Swap Counterparty to perform its obligations under any hedges. If the Asset Swap Counterparty defaults or becomes unable to perform due to insolvency or otherwise, the Issuer may not receive payments it would otherwise be entitled to from the Asset Swap Counterparty to cover its foreign exchange exposure.

The Principal Balance of any Non-Euro Obligation shall be, to the extent the related Asset Swap Transaction terminates, the Spot Rate in respect of such Non-Euro Obligation multiplied by the outstanding principal amount of such Non-Euro Obligation.

3.25 Rising interest rates may render some Obligors unable to pay interest on their Collateral Debt Obligations

Most of the Collateral Debt 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 Debt Obligations or refinance their balloon and bullet Collateral Debt Obligations, resulting in payment defaults, Defaulted Obligations and an inability of the Issuer to make payment on some or all Classes of Notes. Conversely if interest rates decline, Obligors may refinance their Collateral Debt Obligations at lower interest rates which could shorten the average life of the Notes.

3.26 Balloon obligations and bullet obligations present refinancing risk

The Portfolio will primarily consist of Collateral Debt Obligations that are either balloon obligations or bullet obligations. Balloon obligations and bullet obligations 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 Debt Obligation. The ability of such Obligor to make this final payment upon the maturity of the Collateral Debt Obligation typically depends upon its ability either to refinance the Collateral Debt Obligation prior to maturity or to generate sufficient cash flow to repay the Collateral Debt 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 Debt 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 Debt Obligation at maturity, and the Issuer could lose all or most of the principal of the Collateral Debt 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 Debt Obligation on a timely basis or at all.

3.27 Regulatory risk

In many jurisdictions, especially in Continental Europe, engaging in lending activities "in" certain jurisdictions whether conducted via the granting of loans, purchases of receivables, discounting of invoices, guarantee transactions or otherwise (collectively, "**Lending Activities**") is generally considered a regulated financial activity and, accordingly, must be conducted in compliance with applicable local banking laws. In many such jurisdictions, there is comparatively little statutory, regulatory or interpretative guidance issued by the competent authorities or other authoritative guidance as to what constitutes the conduct of Lending Activities in such jurisdictions.

As such, Collateral Debt Obligations may be subject to these local law requirements. Moreover, these regulatory considerations may differ depending on the country in which each Obligor is located or domiciled, on the type of Obligor and other considerations. Therefore, at the time when Collateral Debt Obligations are acquired by the Issuer, there can be no assurance that, as a result of the application of regulatory law, rule or regulation or interpretation thereof by the relevant governmental body or agency, or change in such application or interpretation thereof by such governmental body or agency, payments on the Collateral Debt Obligations might not in the future be adversely affected as a result of such application of regulatory law or that the Issuer might become subject to proceedings or action by the relevant governmental body or agency, which if determined adversely to the Issuer, may adversely affect its ability to make payments in respect of the Notes.

Collateral Debt Obligations may be subject to various laws enacted for the protection of creditors in the countries of the jurisdictions of incorporation of Obligors and, if different, in which the Obligors conduct business and in which they hold the assets, which may adversely affect such Obligors' abilities to make payment on a full or timely basis. These insolvency considerations will differ depending on the country in which each Obligor is located or domiciled and may differ depending on whether the Obligor is a non sovereign or a sovereign entity. In particular, it should be noted that a number of continental European jurisdictions operate "debtor friendly" insolvency regimes which would result in delays in payments under Collateral Debt Obligations where obligations thereunder are subject to such regimes, in the event of the insolvency of the relevant Obligor. The different insolvency regimes applicable in

the different European jurisdictions result in a corresponding variability of recovery rates for different types of Collateral Debt Obligations entered into by Obligors in such jurisdictions. No reliable historical data is available.

3.28 Environmental, Social and Governance

ESG compliance is determined by the Investment Manager in its sole discretion

Pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager is required to use commercially reasonable endeavours to carry out due diligence in accordance with the standard of care specified in the Investment Management and Collateral Administration Agreement, to ensure compliance with paragraph (ee) of the Eligibility Criteria (the "**ESG Eligibility Criteria**").

The ability of the Investment Manager to evaluate compliance with the ESG Eligibility Criteria is limited to the availability of information on an asset or the Obligor and a lack of available information regarding the asset or the Obligor may result in the Issuer entering into a binding commitment to purchase an asset that would not otherwise have met the ESG Eligibility Criteria. The Investment Manager will base its evaluation of a Collateral Debt Obligation's compliance with the ESG Eligibility Criteria only on the information it has reviewed at or prior to the date on which the Issuer enters into a binding commitment to acquire such asset. Certain aspects of the evaluation of such compliance may be subjective by nature and subject to change. There can be no guarantee that the criteria utilised, or judgement exercised, by the Investment Manager will reflect the beliefs or values of any one particular Noteholder. Whilst the Investment Manager will determine prior to entering into a binding commitment to purchase an asset whether such asset satisfies the ESG Eligibility Criteria, the Investment Manager is not required to evaluate the possibility of such asset failing to comply with the ESG Eligibility Criteria following the acquisition of the asset and will not be obliged to undertake any ongoing monitoring of the ESG Eligibility Criteria in respect of any asset.

No independent third party has been engaged to assess the suitability of the ESG Eligibility Criteria to the needs of individual investors or to verify compliance therewith, and some of the criteria may be subject to interpretation. No party other than the Investment Manager will assess or verify compliance of the Collateral Debt Obligations with the ESG Eligibility Criteria, or make any other necessary determinations. Any assessment, determination or verification to establish compliance of the Collateral Debt Obligations with the ESG Eligibility Criteria will be carried out in the sole and absolute discretion of the Investment Manager (which may not be called into question at a later date). The assessment of compliance of Collateral Debt Obligations with the ESG Eligibility Criteria prior to the acquisition thereof by the Issuer will be the result of the diligence procedures undertaken by the Investment Manager. The Investment Manager may not be aware of factors which, if they had been known at the time, may have made an asset non-compliant with the ESG Eligibility Criteria. Any determination by the Investment Manager that a Collateral Debt Obligation satisfies the ESG Eligibility Criteria at the date on which the Issuer enters into a binding commitment to acquire such Collateral Debt Obligation shall not be called into question as a result of subsequent events or any information that subsequently becomes available.

Third-party ESG information

The Investment Manager may, but is not obliged to, refer to or use third-party information in its assessment of whether a Collateral Debt Obligation satisfies the ESG Eligibility Criteria. ESG information from third-party data providers may be incomplete, inaccurate or unavailable or prepared based on parameters different from those used by the Investment Manager in its own assessments. Currently the providers of ESG information are not subject to any specific regulatory regime or other regime or oversight and no assurance may be given as to the

consistency or comparability of data available from them. The Investment Manager may make a determination as to satisfaction of the ESG Eligibility Criteria in reliance on such information which may result in the acquisition of assets that may not have otherwise been eligible.

4. Irish Law

The Issuer is subject to risks, including the location of its COMI, the appointment of examiners, claims of preferred creditors and floating charges.

Centre of main interest

The Issuer has its registered office in Ireland. Under Regulation (EU) No. 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) (the "**Recast EU Insolvency Regulation**"), the Issuer's centre of main interest ("**COMI**") is presumed to be the place of its registered office (i.e. Ireland) in the absence of proof to the contrary and *provided* that the Issuer did not move its registered office within the three (3) months prior to a request to open insolvency proceedings. As the Issuer's COMI is presumed to be Ireland, any main insolvency proceedings in respect of the Issuer would fall within the jurisdiction of the courts of Ireland. As to what might constitute "*proof to the contrary*" regarding the location of a company's COMI, the key decision is that in *Re Eurofood IFSC Ltd* ([2004] 4 IR 370 (Irish High Court); [2006] IESC 41 (Irish Supreme Court); [2006] Ch 508; ECJ Case C-341/04 (European Court of Justice)), given in respect of the equivalent provision in the previous EU Insolvency Regulation (Regulation (EC) No. 1346/2000). In that case, on a reference from the Irish Supreme Court, the European Court of Justice concluded that "*factors which are both objective and ascertainable by third parties*" would be needed to demonstrate that a company's actual situation is different from that which the location of its registered office is deemed to reflect. For instance, if a company with its registered office in Ireland does not carry on any business in Ireland, that could rebut the presumption that the company's COMI is in Ireland. However, if a company with its registered office in Ireland does carry on business in Ireland, the fact that its economic choices are controlled by a parent undertaking in another jurisdiction would not, of itself, be sufficient to rebut the presumption. As the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has retained an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut the presumption that its COMI is located in Ireland, although this would ultimately be a matter for the relevant court to decide based on the circumstances existing at the time when it was asked to make that decision. If the Issuer's COMI was found to be in another EU jurisdiction and not in Ireland, main insolvency proceedings would be opened in that jurisdiction instead.

Examinership

Examinership is a court moratorium/protection procedure which is available under Irish company law to facilitate the survival of Irish companies in financial difficulties. Where an Irish company, which has its centre of main interests in Ireland or in another EU jurisdiction that is not an EU Member State (other than Denmark) is, or is likely to be, unable to pay its debts an examiner may be appointed on a petition to the relevant Irish court under Section 509 of the Companies Act 2014. The Issuer, its directors, a contingent, prospective or actual creditor of the Issuer or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer are each entitled to petition the court for the appointment of an examiner.

An examiner, once appointed, has the power to halt, prevent or rectify acts or omissions, by or on behalf of a company after his appointment and, in certain circumstances, negative pledges given by such company prior to his appointment will not be binding on such company. Furthermore, where proposals for a scheme of arrangement are to be formulated, the company may, subject to the approval of the court, affirm or repudiate any contract under which some element of performance other than the payment remains to be rendered both by such company and the other contracting party or parties.

Since the transposition of the Preventive Restructuring Directive (Directive (EU) 2019/1023) into Irish law by the European Union (Preventive Restructuring) Regulations 2022 on 29 July 2022, creditors of a company that is under the protection of the court cannot "withhold performance of", "terminate", "accelerate" or "in any other way modify", any executory contract to the "detriment of the company, notwithstanding any contractual clause to the contrary", solely by reason of (a) the making of an application by petition to appoint an examiner to the company; (b) the appointment of an interim examiner to the company; (c) the appointment of an examiner to a related company of the company; or (d) the company being placed under the protection of the court. An "executory contract" is a contract between a company and one or more creditors under which the parties still have obligations to perform.

Further, where an executory contract is an "essential executory contract", creditor of a company that is under the protection of the court cannot "withhold performance of", "terminate", "accelerate" or "in any other way modify", that essential executory contract to the "detriment of the company" solely by reason of the company being unable to pay its debts within the meaning of Section 509(3) of the Companies Act (which includes, inter alia, balance sheet insolvency as well as cash flow insolvency). An "essential executory contract" is an executory contract which is necessary for the continuation of the company's day-to-day operations, the suspension of which would lead to the company's activities coming to a standstill.

During the period of protection, the examiner will compile proposals for a compromise or scheme of arrangement to assist in the survival of the company or the whole or any part of its undertaking as a going concern. The relevant Irish court may approve the proposals only if inter alia:

(a) either:

  (i) a majority in number of creditors whose interests or claims would be impaired by implementation of the proposals, representing a majority in value of the claims that would be impaired by implementation of the proposals, have voted to accept the proposals; or

  (ii) if the above requirement is not satisfied, a majority of the classes of creditors whose interests would be impaired by the proposals have voted to accept them, provided that at least one of those creditor classes is a class of secured creditors or is senior to the class of ordinary unsecured creditors; or

  (iii) if the above requirement is not satisfied, at least one class of creditors whose interests or claims would be impaired by the proposals, other than a class which would not receive any payment or keep any interest in a liquidation, has voted to accept them; and

(b) no dissenting creditor would be worse off if the proposals are confirmed and implemented than a creditor would be if the normal ranking of liquidation priorities

were applied, either in the event of liquidation, whether piecemeal or by sale as a going concern, or in the event of the next-best-alternative scenario if the proposals were not confirmed; and

(c) they are not unfairly prejudicial to any interested party. Once confirmed by the relevant court, the scheme of arrangement becomes binding on the company and all creditors whose rights are impaired by the scheme of arrangement and who received notice of the meetings convened for the purposes of voting on the proposals.

The fact that the Issuer is a special purpose entity and that all its liabilities are of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Issuer.

If however, for any reason, an examiner were appointed while any amounts due by the Issuer under the Notes were unpaid, the primary risks to the Noteholders are as follows:

(a) the Trustee, acting on behalf of the Noteholders, would not be able to enforce rights against the Issuer during the period of examinership; and

(b) the examiner can deal with properties the subject of a floating charge; and

(c) a scheme of arrangement may be approved involving the writing down of the debt owed by the Issuer to the Noteholders irrespective of the Noteholders' views.

Preferred Creditors

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders, the Noteholders may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular:

(a) under Irish law, the claims of creditors holding fixed charges may rank behind other creditors (namely fees, costs and expenses of any examiner appointed and certain capital gains tax liabilities) and, in the case of fixed charges over book debts, may rank behind claims of the Irish Revenue Commissioners for PAYE, local property tax and VAT;

(b) under Irish law, for a charge to be characterised as a fixed charge, the charge holder is required to exercise the requisite level of control over the assets purported to be charged and the proceeds of such assets including any bank account into which such proceeds are paid. There is a risk therefore that even a charge which purports to be taken as a fixed charge may take effect as a floating charge if a court deems that the requisite level of control was not exercised; and

(c) in an insolvency of the Issuer, the claims of certain other creditors (including the Irish Revenue Commissioners for certain unpaid taxes), as well as those of creditors mentioned above, will rank in priority to claims of unsecured creditors and claims of creditors holding floating charges.

5. 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 Investment Manager, its clients and its Affiliates, the Rating Agencies, the Arranger, the Initial Purchaser and their respective Affiliates. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

5.1 Investment Manager

Certain Conflicts of Interest Involving or Relating to the Investment Manager and its Affiliates

The following briefly summarises certain potential and actual conflicts of interest which may arise from the overall investment activities of the Investment Manager, its clients and its affiliates, but is not intended to be an exhaustive list of all such conflicts. The scope of all of the activities of the Investment Manager and Investment Manager Related Persons, may give rise to conflicts of interest or other restrictions and/or limitations imposed on the Issuer in the future that cannot be foreseen or mitigated at this time.

The Investment Manager or any Investment Manager Related Person may at times be a Noteholder (including, but not limited to in the case of the Retention Holder holding and retaining the Retention Notes pursuant to the Risk Retention Letter for the purposes of the Retention Requirements), and their interests and incentives may not necessarily be completely aligned with those of any other Noteholders of any particular Class. Subject to the Conditions, the Investment Manager (or any Investment Manager Related Person) will be free to exercise the voting, consent and other rights of such Notes in whatever way each determines to be in its own interests (including, without limitation, the Investment Manager having regard to its interests as Retention Holder) and without taking into account the interests of the other Noteholders.

The Investment Manager or any Investment Manager Related Person may also have ongoing relationships with companies whose securities or loans are pledged to secure the Notes and may own debt and equity securities issued by obligors of Collateral Debt Obligations. As a result, the Investment Manager or any Investment Manager Related Person may possess information relating to issuers of Collateral Debt Obligations that may not be known by the individuals at the Investment Manager who are responsible for monitoring the Collateral Debt Obligations and performing the other obligations under the Investment Management and Collateral Administration Agreement, and such officers will be under no obligation to make such information available to those responsible for monitoring the Collateral Debt Obligations and performing the other obligations of the Investment Manager under the Investment Management and Collateral Administration Agreement.

The Investment Manager or any Investment Manager Related Person may also carry on investment activities for other client accounts, their own accounts and accounts for family members and other third parties who do not invest in the Issuer, and may give advice and recommend securities to other managed accounts or investment funds which may differ from advice given to, or securities recommended for, the Issuer, even though their investment objectives may be the same or similar to the Issuer's.

Additionally, the Investment Manager or any Investment Manager Related Person may receive fees or other benefits for these services which are greater than any fees the Investment Manager will be receiving for its services to the Issuer. This disparity in fee income may create potential conflicts of interest between the Investment Manager's obligations to the Issuer and the Investment Manager's or any Investment Manager Related Person's obligations to other clients. Furthermore, the Investment Manager may from time to time provide certain investors or other

parties with rebates related to all or any portion of the Investment Management Fees received by the Investment Manager from the Issuer. Such fees or other payments may affect the incentives of the Investment Manager in managing the Collateral Debt Obligations and may also affect the actions of the relevant Noteholders in taking any actions it may be permitted to take in respect of the Notes, including votes concerning amendments.

In addition, the Investment Manager or any Investment Manager Related Person may invest in securities and/or loans that are *pari passu*, senior or junior to, or have interests different from or adverse to, the Collateral Debt Obligations. In such instances, the Investment Manager or any Investment Manager Related Person may in their discretion, subject to certain restrictions, make investment recommendations and decisions that may be the same as or different from those made with respect to the Issuer's investments. The Investment Manager and/or Investment Manager Related Person currently serve, and/or may in the future, serve as investment manager or adviser for, invest in or be affiliated with other entities organised to issue collateralised debt obligations secured or backed by loans, high yield debt securities or emerging market bonds and loans. The Investment Manager or any Investment Manager Related Person may at certain times be simultaneously seeking to purchase or sell investments for the Issuer and any similar entity for which it serves as investment manager or adviser at such time, or for its affiliates (including any account, portfolio or investment company for which the Investment Manager or any Investment Manager Related Person serves as manager or investment advisor). Other entities for which the Investment Manager or any Investment Manager Related Person have investment discretion, may have investment objectives, programs, strategies and positions that are similar or dissimilar to or may conflict with those of the Issuer. Also, such other entities may invest in businesses or have ongoing relationships with companies whose obligations are acquired by the Issuer that compete with, have interests adverse to, or are affiliated with the issuers of securities held by the Issuer, which could adversely affect the performance of the Issuer. There is no assurance that any such other entities with investment objectives, programs or strategies similar to those of the Issuer will hold the same positions or perform in a substantially similar manner as the Issuer. The Investment Manager or any Investment Manager Related Person may give advice or take action with respect to the investments of the other Investment Manager Related Persons which may differ from the advice given or the timing or nature of any action taken with respect to investments of the Issuer. As a result of such advice or actions, the prices and availability of securities and other financial instruments in which the Issuer invests, and the performance of the Issuer, may be adversely affected.

When buying and selling assets for Investment Manager Related Persons, the Investment Manager and Affiliates, as applicable, generally aggregate multiple transactions into one order so that multiple accounts may participate equally, on a *pro-rata* basis, over time on a fair and equitable basis, in terms of best available cost, efficiency and terms under the circumstances. Although certain accounts may be excluded from a given aggregated order, no account is favoured over any other account on an overall, long-term basis. Each account that participates in an aggregated order participates at the average price, except as noted below. Typically, transaction costs are shared *pro-rata* based on each account's participation in the transaction. In certain transactions, prices may differ as a result of differences in fees, taxes and transaction charges that are assessed on each participating account and vary depending upon a number of factors including, but not limited to, the domicile of the account, the size of participating accounts or amounts allocated. As a result and depending upon market conditions, the aggregation of multiple transactions into one order may result in a higher or lower average price paid or received by each account. The Investment Manager will determine whether an asset is appropriate for one or more of its funds, accounts or portfolios managed or advised by the

Investment Manager on the basis of a number of factors including, but not limited to: (i) differences with respect to available capital, size, and remaining life of a fund; (ii) different investment objectives or strategies; (iii) differences in risk profile at the time the opportunity becomes available; (iv) the potential transaction and other costs of allocating an opportunity among various funds; (v) potential conflicts of interest, including whether a fund has an existing investment in the issuer in question; (vi) the nature of the security or the transaction, including concentration limitations and portfolio tests, both at the time of such determination and prospectively, and the source of the opportunity; (vii) current and anticipated market conditions; and (viii) differences in particular portfolio profile covenants or other contractual requirements, including requirements set forth in debt agreements of funds utilising leverage. It is possible, due to differing investment objectives or other reasons, that the Investment Manager may purchase debt obligations of an issuer for one client or account and sell such debt obligations for another client or account. In addition, while the Investment Manager may determine that an asset is a suitable investment for the Issuer, the Investment Manager or its Affiliates may determine that the relevant asset would also be a suitable investment for other funds or accounts managed or advised by the Investment Manager or its Affiliates and decide to not allocate any portion of the asset to the Issuer.

Portfolio transactions for the Issuer and for Investment Manager Related Persons are allocated to broker-dealers on the basis of best execution available in light of the overall quality of brokerage, prime brokerage, financing and other services, as applicable, provided to the Issuer and Investment Manager Related Persons. In seeking best execution, the Investment Manager and its Affiliates may consider a variety of factors including quality of execution, reputation, financial strength and stability, block trading and block positioning capabilities, willingness and ability to execute difficult transactions, willingness and ability to commit capital, access to underwritten offerings and secondary markets, ongoing reliability, overall costs of a trade including commissions, mark-ups, mark-downs or spreads in the context of the Investment Manager's knowledge of negotiated commission rates currently available and other current transaction costs, nature of the security and the available market makers, desired timing of the transaction and size of trade, confidentiality of trading activity, market intelligence, idea generation, sourcing of investment opportunities by the broker and its affiliates, quality and timeliness of market information provided and the provision of research or brokerage services, and other similar services.

Certain separately managed accounts or funds managed or advised by the Investment Manager and one or more of its Affiliates may require the Investment Manager or such 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 Investment Manager or its Affiliates may differ from the value assigned to the same investments held by the Issuer by the Transaction Documents.

Although the Investment Manager will devote as much time to the Issuer as the Investment Manager deems appropriate in order to satisfy its obligations under the Investment Management and Collateral Administration Agreement, the Investment Manager may have conflicts in allocating its time and services among the Issuer and Investment Manager Related Persons. In addition, the Investment Manager and Investment Manager Related Persons, in connection with their other business activities, may acquire material non-public confidential information and enter into non-disclosure agreements that may restrict the Investment Manager and its Affiliates from purchasing securities or selling securities for themselves or their clients (including the Issuer) or otherwise using such information for the benefit of their clients or themselves. In

order to avoid restrictions on the trading capabilities for certain of its funds, the Investment Manager may actively avoid exposure to certain material, non-public information regarding certain of the issuers of Collateral Debt Obligations that the Investment Manager would otherwise be entitled to receive.

If the Investment Manager or any of its personnel or any of its Affiliates were to receive material non-public information about a particular obligor or asset, and have an interest in causing the Issuer to transact a particular asset, the Investment Manager may be prevented from causing the Issuer to transact such asset due to internal restrictions imposed on the Investment Manager. Notwithstanding the maintenance of certain internal controls relating to the management of material non-public information, it is possible that such controls could fail and result in the Investment Manager, or one of its investment professionals or any of its Affiliates, buying or selling an asset while, at least constructively, in possession of material non-public information. Inadvertent trading on material non-public information could have adverse effects on the Investment Manager's reputation, result in the imposition of regulatory or financial sanctions, and as a consequence, negatively impact the Investment Manager's ability to perform its services to the Issuer. In addition, while the Investment Manager and certain of its Affiliates currently use information barriers in certain circumstances, such entities could be required by certain regulations, or decide that it is advisable, to establish additional information barriers. In such event, the Investment Manager's ability to operate as an integrated platform could also be impaired.

Unless the Investment Manager determines in its reasonable judgment that such purchase or sale is appropriate and otherwise permitted under applicable law (including the Investment Advisers Act), the Investment Manager will refrain from directing the purchase or sale under the Transaction Documents of securities issued by (i) Persons of which any Affiliate of the Investment Manager that is a direct or indirect subsidiary of AXA Investment Managers SA or a director, officer, employee or general partner of AXA Investment Managers SA or a direct or indirect subsidiary thereof is a director or officer or (ii) persons about which any Investment Manager Related Person has information that such Investment Manager Related Person deems confidential or non-public or otherwise might prohibit it from trading such securities in accordance with applicable law. Furthermore, the Investment Manager's ability to direct a sale may be restricted by limitations contained in the Investment Management and Collateral Administration Agreement and the other Transaction Documents. Accordingly, in certain specified circumstances, the Investment Manager may be unable to direct a sale or to take other actions that the Investment Manager might consider in the best interest of the Issuer and the Noteholders.

Neither the Investment Manager nor any Investment Manager Related Person is under any obligation to offer investment opportunities of which it becomes aware to the Issuer or to account to the Issuer (or share with the Issuer or inform the Issuer of) any such transaction or any benefit received by it from any such transaction or to inform the Issuer of any investments before offering any investments to Investment Manager Related Persons. Furthermore, the Investment Manager and any of its Affiliates may make an investment on behalf of any Investment Manager Related Persons without offering the investment opportunity or making any investment on behalf of the Issuer. Furthermore, the Investment Manager or any Investment Manager Related Person may make an investment on its own behalf without offering the investment opportunity to, or the Investment Manager making any investment on behalf of, the Issuer. Affirmative obligations may exist, or may arise in the future, whereby the Investment Manager or one or more of its Affiliates is obligated to offer certain investments to one or more Investment Manager Related Persons before or without the Investment Manager

offering those investments to the Issuer. The Investment Manager and each Investment Manager Related Person has no affirmative obligation to offer any investments to the Issuer or to inform the Issuer of any investments before engaging in any investments for itself. The Investment Manager may make investments on behalf of the Issuer in securities, or other assets, that it has declined to invest in for its own account, the account of any Investment Manager Related Persons or the account of its other clients. Collateral Debt Obligations may be purchased by the Issuer from or sold by the Issuer to Investment Manager Related Persons and any such purchase or sale will be effected in accordance with the Investment Manager's internal policies and procedures (including the policies and procedures set out below), the Investment Management and Collateral Administration Agreement, and applicable law.

The Investment Manager may, in one or more transactions, effect a "cross" and/or a "principal" transaction (as further described below) between an Investment Manager Related Person and the Issuer if permitted in accordance with applicable policies and procedures, and in any case by applicable law. In such a case, the Investment Manager causes a transaction to be effected between the Issuer and another collateralised loan obligation, fund or account or other client managed or advised by the Investment Manager or one or more of its Affiliates. If the Investment Manager or its Affiliates effects such cross transactions between itself or its Affiliates or an Investment Manager Related Person and the Issuer, then they will effect these types of transactions only (i) when the Investment Manager and, if applicable, one or more of its Affiliates deem the transaction to be in the best interest of both the Issuer and the applicable Investment Manager Related Person, (ii) at a price and under circumstances that the Investment Manager and its Affiliates have determined, by reference to independent market indicators constitute not only best execution for the Issuer and the applicable Investment Manager Related Person, but that such transactions are executed at a verifiable mid-market price so that neither side of the transaction is advantaged or disadvantaged, and (iii) for any and all principal transactions (as further described below), with the written consent from the third party client prior to the settlement of any such transaction, and (iv) for principal transactions, which are a type of cross transaction between the Issuer and another collateralised loan obligation, fund or account or other client where the Investment Manager or one or more of its Affiliates have been deemed to "own" at least 25 per cent. of any such account, then the Investment Manager shall (a) disclose to the non-principal accounts the capacity in which it is acting and (b) secure the written consent of such accounts acknowledging such transaction; *provided* that cross transactions and principal transactions will be effected only to the extent permitted under applicable law. If so conducted, such transactions shall be conducted at arm's length and in accordance with the respective applicable internal policies and procedures of the Investment Manager and its Affiliates as determined appropriate by the Investment Manager. Further, the Investment Manager will be prohibited under the terms of the Investment Management and Collateral Administration Agreement from directing the disposition of Collateral Debt Obligations to its affiliates or any other account managed by the Investment Manager or to Investment Manager Related Persons except in a transaction whose terms are no less favourable as those that could be obtained with an unaffiliated third party. Neither the Investment Manager nor any of its Affiliates receives any compensation in connection with "cross" transactions. "Inadvertent" cross transactions may also occur when trades cross in the market. For example, when the Investment Manager or its Affiliates periodically rebalance accounts, certain Investment Manager Related Persons and/or the Issuer may sell securities into the market at the same time that other Investment Manager Related Persons are purchasing the same securities in the market, resulting in an inadvertent or "deemed" market cross. In these situations, the Investment Manager and its Affiliates do not instruct the broker to directly move positions between accounts. In the event that any Originated Asset (as defined in "*The Retention Holder*

and Retention Requirements" below) becomes a Defaulted Obligation within 15 calendar days of the Seasoning Period Effective Date (as defined in "*The Retention Holder and Retention Requirements*" below), the Issuer shall have the right to require the Investment Manager to purchase from it the relevant Originated Asset for the same purchase price as the Issuer committed to purchase and settle such Originated Asset, in accordance with the terms summarised in "*The Retention Holder and Retention and Transparency Requirements – Origination of Collateral Debt Obligations*" below. The Noteholders, by their acquisition of the Notes, will be deemed to have consented to the foregoing.

Certain amounts payable to the Investment Manager under the Transaction Documents are payable on a senior basis, other amounts payable to it are payable on a subordinated basis, and other amounts are payable to it on an incentive basis. In certain circumstances, such payment arrangements could create a conflict of interest between the Investment Manager and the Noteholders of one or more Classes of Notes.

The Investment Manager's duties and obligations under the Investment Management and Collateral Administration Agreement are owed solely to the Issuer. The Investment Manager is not in contractual privity with, and owes no separate duties or obligations to, any of the holders of the Notes. Actions taken by the Investment Manager may differentially affect the interests of the various Classes of Notes (whose holders may themselves have different interests), and except as provided in the Investment Management and Collateral Administration Agreement and the other Transaction Documents, the Investment Manager has no obligation to consider such differential effects or different interests. The Investment Manager may delegate some or all of its duties and obligations under the Investment Management and Collateral Administration Agreement in the manner and subject to the limitations provided for therein (including, without limitation, the condition that the Investment Manager shall remain liable to the Issuer for the performance of such duties and obligations). Please see "*Description of the Investment Management and Collateral Administration Agreement*" below.

The Investment Manager may discuss the composition of the Collateral Debt Obligations and other matters relating to the transactions contemplated hereby with any partner or employee of the Investment Manager or any Investment Manager Related Persons, and may also have such discussions with certain beneficial owners of the Notes and any other third parties. There can be no assurance that such discussions will not influence the actions or inactions of the Investment Manager in its role as Investment Manager for the Issuer, which actions or inactions may have material effects on the performance of the Notes.

By its purchase of a Note, each Noteholder is deemed to have acknowledged and consented to the existence of the conflicts of interest inherent to this transaction, including as described herein, and to have agreed that it will have no claim arising from or otherwise related to the existence thereof.

The past performance of any portfolio or investment vehicle managed by the Investment Manager, its Affiliates or its current personnel or authorised persons at prior places of employment may not be indicative of the results that may be achieved with the Portfolio. Similarly, the past performance of the Investment Manager, its Affiliates and its current personnel or authorised persons at a prior place of employment over a particular period may not be indicative of the results that may occur in future periods. Furthermore, the nature of, and risks associated with, the Issuer's investments may differ from those investments and strategies undertaken historically by the Investment Manager, its Affiliates and its current personnel or authorised persons at a prior place of employment over a particular period in

connection with such other portfolios or investment vehicles. There can be no assurance that the Issuer's investments will perform as well as such past investments, that the Issuer will be able to avoid losses or that the Issuer will be able to make investments similar to such past investments. In addition, such past investments may have been made utilising a leveraged capital structure, an asset mix and fee arrangements that are different from the anticipated capital structure, asset mix and/or fee arrangements of the Issuer. Moreover, because the investment criteria that govern investments in the Collateral Debt Obligations do not govern the investments and investment strategies of the Investment Manager, its Affiliates or its current personnel or authorised persons generally, such investments conducted in accordance with such criteria, and the results they yield, are not directly comparable with, and may differ substantially from, other portfolios advised by the Investment Manager, its Affiliates and its current personnel or authorised persons at prior places of employment.

Certain of the Issuer's investment activities will be directed by the Investment Manager. The Noteholders generally will not make decisions with respect to the management, disposition or other realisation of any Collateral Debt Obligation, or other decisions regarding the business and affairs of the Issuer and further, the composition of the Portfolio will vary over time. As a result, the performance of the Portfolio depends heavily on the skills of the Investment Manager in analysing and managing the Collateral Debt Obligations. Consequently, the success of the Issuer will be highly dependent on the financial and managerial experience of the investment professionals employed by the Investment Manager or its Affiliates who are assigned to manage the Collateral Debt Obligations and perform the other obligations of the Investment Manager under the Investment Management and Collateral Administration Agreement. There can be no assurance that such investment professionals will continue to serve in their current positions or continue to be authorised persons of the Investment Manager. Although such investment professionals will devote such time as they determine in their discretion is reasonably necessary to fulfil the Investment Manager's obligations to the Issuer effectively, the Investment Manager and such investment professionals are not required to devote all their time to the performance of the Investment Management and Collateral Administration Agreement and they will not devote all of their professional time to the affairs of the Issuer and there can be no assurance that such investment professionals will continue to be involved in the investment activities of the Issuer. The Issuer is not a direct beneficiary of employment arrangements between the Investment Manager and its employees, which arrangements are in any event subject to change without notice to, or the consent of, the Issuer. The loss of any such persons could have a material adverse effect on the Portfolio.

Furthermore, the Investment Manager may hire individuals not currently associated with the Investment Manager, including replacement employees, that may not have the same level of experience in managing loans and high yield debt securities and performing such other obligations as the persons they replace. Any such change in personnel performing such obligations may have an adverse effect on the Collateral Debt Obligations and the Issuer's ability to make payments on the Notes. See "*Description of the Investment Management and Collateral Administration Agreement*".

The Investment Manager may resign or be removed subject to certain conditions. There can be no assurance that any successor investment manager would have the same level of skill in performing the obligations of the Investment Manager, in which event payments on the Notes could be reduced or delayed. See "*Description of the Investment Management and Collateral Administration Agreement*" below.

Pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager may assign its rights and responsibilities thereunder as further described in "*Description of the Investment Management and Collateral Administration Agreement*".

5.2 The Issuer will be subject to certain conflicts of interest involving the Rating Agencies

S&P and Fitch have been engaged by the Issuer to provide their ratings on the Rated Notes. Either Rating Agency may have a conflict of interest where, as is the case with the ratings of the Rated Notes (with the exception of unsolicited ratings), the issuer of a security pays the fee charged by the Rating Agency for its rating services.

5.3 The Issuer will be Subject to Various Conflicts of Interest Involving or Relating to the Arranger, Initial Purchaser and its Affiliates.

NATIXIS in its capacity as the Initial Purchaser and the Arranger and its Affiliates (the "NATIXIS Parties") will play various roles in relation to the offering, including acting as the structurer of the transaction and as senior lender in connection with the Warehouse Arrangements and in other roles described below.

The Initial Purchaser or an Affiliate of the Initial Purchaser will place each Class of Notes on behalf of the Issuer on the Issue Date in individually negotiated transactions at varying prices which may result in a higher or lower fee being paid to the Initial Purchaser or such Affiliate in respect of those Notes. The NATIXIS Parties may assist clients and counterparties in transactions related to the Notes (including assisting clients in future purchases and sales of the Notes and hedging transactions). The NATIXIS Parties expect to earn fees and other revenues from these transactions.

The NATIXIS Parties may purchase and retain a certain proportion of the Notes in their portfolios with an intention to hold to maturity or to trade. The holding or any sale of the Notes by the NATIXIS Parties may adversely affect the liquidity of the Notes and may also affect the prices of the Notes in the primary or secondary market. The NATIXIS Parties are part of a global investment banking and securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals. As such, they actively make markets in and trade financial instruments for their own account and for the accounts of customers in the ordinary course of their business. In carrying out its obligations as Initial Purchaser or Arranger or any other transaction party, no NATIXIS Party shall be under any duty to disclose to the Investment Manager, the Issuer, the Trustee, any Noteholders, prospective investor or any other person, any non-public information acquired in the course of carrying on any business for, or in connection with, the provision of services to any other party. The NATIXIS Parties may have positions in and will likely have placed or underwritten certain of the Collateral Debt Obligations (or other obligations of the Obligors of Collateral Debt Obligations) when they were originally issued and may have provided or may be providing investment banking services and other services to Obligors of certain Collateral Debt Obligations. In addition, the NATIXIS Parties and their clients may invest in debt obligations and securities that are senior to, or have interests different from or adverse to, Collateral Debt Obligations. Each of the NATIXIS Parties will act in its own commercial interest in its various capacities without regard to whether its interests conflict with those of the holders of the Notes or any other party including, without limitation, in deciding whether to enforce its security granted in connection with any financing. Moreover, the Issuer may invest in loans of Obligors affiliated with the NATIXIS Parties or in which one or more NATIXIS Parties hold an equity or participation interest. The purchase, holding or sale of such Collateral Debt Obligations by

the Issuer may increase the profitability of the NATIXIS Party's own investments in such Obligors.

From time to time the Investment Manager may purchase from or sell Collateral Debt Obligations through or to the NATIXIS Parties (including a portion of the Collateral Debt Obligations to be purchased on or prior to the Issue Date) and that one or more NATIXIS Parties may act as the selling institution with respect to participation interests and/or a counterparty under a Hedge Agreement. The NATIXIS Parties may act as placement agent and/or initial purchaser and/or investment manager in other transactions involving issues of collateralised 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 and/or on the price of the Notes.

The NATIXIS Parties do not disclose specific trading positions or their hedging strategies, including whether they are in long or short positions in any Notes or obligations referred to in this Offering Circular except where required in accordance with the applicable law. Nonetheless, in the ordinary course of business, NATIXIS Parties and employees or customers of the NATIXIS Parties may actively trade in and/or otherwise hold long or short positions in the Notes, Collateral Debt Obligations and Eligible Investments or enter into transactions similar to referencing the Notes, Collateral Debt Obligations and Eligible Investments or the Obligors thereof for their own accounts and for the accounts of their customers. If a NATIXIS Party becomes an owner of or obtains exposure to any of the Notes, through market-making activity or otherwise, any actions that it takes in its capacity as owner, including voting, providing consents or otherwise will not necessarily be aligned with the interests of other owners of the same Class or other Classes of the Notes. To the extent a NATIXIS Party makes a market in the Notes (which it is under no obligation to do), it would expect to receive income from the spreads between its bid and offer prices for the Notes. In connection with any such activity, it will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the Notes. The price at which a NATIXIS Party may be willing to purchase Notes, if it makes a market, will depend on market conditions and other relevant factors and may be significantly lower than the issue price for the Notes and significantly lower than the price at which it may be willing to sell the Notes.

By purchasing a Note, each investor will be deemed to have acknowledged the existence of the conflicts of interest inherent to this transaction, including as described herein, and to have waived any claim with respect to any liability arising from the existence thereof.

5.4 Noteholder acknowledgements

By purchasing a Note, each investor will be deemed to have acknowledged the existence of the conflicts of interest inherent to this transaction and the roles played by the transaction parties, including as described herein, and to have waived any claim with respect to any liability arising from the existence thereof.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of each of the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, substantially in the form in which they will be endorsed on such Notes if issued in dematerialised, definitive form, which will be incorporated by reference into the Global Certificates of each Class representing the Notes, subject to the provisions of such Global Certificates, some of which will modify the effect of these Conditions. See "Form of the Notes – Amendments to Conditions".

The issue of €2,000,000 Class X Senior Secured Floating Rate Notes due 2037 (the "**Class X Notes**"), €217,000,000 Class A Senior Secured Floating Rate Notes due 2037 (the "**Class A Notes**"), €35,000,000 Class B Senior Secured Floating Rate Notes due 2037 (the "**Class B Notes**"), €21,000,000 Class C Deferrable Mezzanine Floating Rate Notes due 2037 (the "**Class C Notes**"), €26,250,000 Class D Deferrable Mezzanine Floating Rate Notes due 2037 (the "**Class D Notes**"), €14,000,000 Class E Deferrable Junior Floating Rate Notes due 2037 (the "**Class E Notes**"), €14,000,000 Class F Deferrable Junior Floating Rate Notes due 2037 (the "**Class F Notes**" and, together with the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**") and €23,700,000 Subordinated Notes due 2037 (the "**Subordinated Notes**" and, together with the Rated Notes, the "**Notes**") of Adagio XII EUR CLO Designated Activity Company (the "**Issuer**") was authorised by resolution of the board of directors of the Issuer dated on or about 23 August 2024.

The Notes will be issued and secured pursuant to a trust deed as amended, varied or substituted from time to time (the "**Trust Deed**") dated on or about 29 August 2024 (the "**Issue Date**"), and made between (amongst others) the Issuer and BNY Mellon Corporate Trustee Services Limited, in its capacity as trustee (the "**Trustee**").

These terms and conditions of the Notes, as amended, varied or substituted from time to time (the "**Conditions**" include summaries of, and are subject to, the detailed provisions of the Trust Deed (which includes the forms of the certificates representing the Notes) and the other Transaction Documents. The following agreements have been entered into in relation to the Notes: (a) an agency agreement dated on or about the Issue Date, as may be amended and/or restated from time to time (the "**Agency Agreement**") between, amongst others, the Issuer, The Bank of New York Mellon SA/NV, Dublin Branch, as registrar and transfer agent (respectively, the "**Registrar**" and "**Transfer Agent**" which terms shall include any successor or substitute registrar or transfer agent, and together, the "**Transfer Agents**" and each a "**Transfer Agent**"), The Bank of New York Mellon, London Branch, as principal paying agent, account bank, calculation agent and custodian (respectively, the "**Principal Paying Agent**", "**Account Bank**", "**Calculation Agent**" and "**Custodian**", which terms shall include any successor or substitute principal paying agent, account bank, calculation agent or custodian, respectively, appointed pursuant to the terms of the Agency Agreement), The Bank of New York Mellon SA/NV, Dublin Branch, as collateral administrator and information agent (the "**Collateral Administrator**" and "**Information Agent**" which terms shall include any successor or substitute collateral administrator or information agent, respectively, appointed pursuant to the terms of the Investment Management and Collateral Administration Agreement) and the Trustee; (b) an investment management and collateral administration agreement dated on or about the Issue Date as may be amended and/or restated from time to time (the "**Investment Management and Collateral Administration Agreement**") between AXA Investment Managers US Inc., as investment manager in respect of the Portfolio (the "**Investment Manager**", which term shall include any successor or substitute investment manager appointed pursuant to the terms of the Investment Management and Collateral Administration Agreement), the Issuer, the Custodian, the Collateral Administrator and the Trustee; (c) a corporate services agreement dated 24 June 2024, as amended, varied or substituted from

time to time, (the "**Corporate Services Agreement**") between the Issuer and the Corporate Services Provider; and (d) a subscription agreement to be dated on or about the Issue Date, (the "**Subscription Agreement**") between the Issuer and NATIXIS as Initial Purchaser and Arranger (the "**Initial Purchaser**" and the "**Arranger**"). Copies of the Trust Deed, the Agency Agreement and the Investment Management and Collateral Administration Agreement are available for inspection during usual business hours at the principal office of the Issuer (presently at Ground Floor, Two Dockland Central, Guild Street, North Dock, Dublin 1, Ireland) and at the specified offices of the Transfer Agents for the time being. The holders of each Class of Notes are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Trust Deed, and are deemed to have notice of all the provisions of the Transaction Documents applicable to them.

1. Definitions

"**Acceleration Notice**" shall have the meaning ascribed to it in Condition 10(b) (*Acceleration*).

"**Accounts**" means the Principal Account, the Custody Account, the Interest Account, the Unused Proceeds Account, the Payment Account, the Expense Reserve Account, the First Period Reserve Account, the Collateral Enhancement Account, the Counterparty Downgrade Collateral Account, the Contribution Account, the Interest Smoothing Account, each Hedge Termination Account, each Asset Swap Account, the Unfunded Revolver Reserve Account and Principal Reduction Reserve Account, all books and records in respect of which shall be held from outside Ireland.

"**Accrual Period**" means, in respect of each Class of Notes, the period from and including the Issue Date (or in the case of a Class that is subject to Refinancing, the Payment Date upon which the Refinancing occurs) to, but excluding, the first Payment Date (or in the case of a Class that is subject to Refinancing to, but excluding the first Payment Date following the Refinancing respectively) and each successive period from and including each Payment Date to, but excluding, the following Payment Date.

"**Adjusted Collateral Principal Amount**" means, as of any date of determination:

(a) the Aggregate Principal Balance of the Collateral Debt Obligations (other than Defaulted Obligations, Discount Obligations, Deferring Securities and Long-Dated Restructured Obligations); *plus*

(b) the Aggregate Principal Balance of Loss Mitigation Obligations; *plus*

(c) unpaid accrued interest purchased with Principal Proceeds (other than with respect to Defaulted Obligations); *plus*

(d) without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds and including Eligible Investments therein which represent Principal Proceeds); *plus*

(e) (i) in relation to a Deferring Security or a Defaulted Obligation, the lesser of: (x) its S&P Collateral Value; and (y) its Fitch Collateral Value, and (ii) in relation to a Long-Dated Restructured Obligation, the lesser of: (x) the product of (I) its Market Value and (II) its Principal Balance; or (y) 70.0 per cent. of its Principal Balance; *plus*

(f) the aggregate, for each Discount Obligation, of the product of the (x) price at which it was purchased by the Issuer (or the Investment Manager on its behalf) (expressed as a percentage of its Principal Balance and excluding accrued interest); and (y) Principal Balance of such Discount Obligation; *minus*

(g) the Excess CCC Adjustment Amount;

provided further that:

(i) with respect to any Collateral Debt Obligation that would otherwise fall into more than one of paragraphs (e) to (g) above it shall, for the purposes of this definition, be attributed to that paragraph (e) to (g) which results in the lowest Adjusted Collateral Principal Amount on any date of determination;

(ii) in respect of paragraphs (b) to (d) above, any non-Euro amounts received will be converted into Euro at the Applicable Exchange Rate; and

(iii) for the purposes of the calculation of the Coverage Tests in connection with the acquisition of any Uptier Priming Debt only, the calculation thereof shall account for any potential reduction in the Adjusted Collateral Principal Amount for non-participation in any workout or restructuring of the related Collateral Debt Obligation including, for the avoidance of doubt, with respect to the inability to participate in any Rolled Senior Uptier Debt (as determined by the Investment Manager in its commercially reasonable discretion).

"**Administrative Expenses**" means amounts due and payable by the Issuer in the following order of priority including except as expressly set out otherwise below, any VAT thereon (and to the extent such amounts relate to costs and expenses, such VAT to be limited to irrecoverable VAT) (whether payable to such party or directly to the relevant tax authority):

(a) on a *pro-rata* basis and *pari passu*, to:

(i) the Agents pursuant to the Agency Agreement and, in the case of the Collateral Administrator and the Information Agent, the Investment Management and Collateral Administration Agreement, including by way of indemnity;

(ii) the Corporate Services Provider pursuant to the Corporate Services Agreement; and

(iii) Euronext Dublin, or such other stock exchange or exchanges upon which any of the Notes are listed from time to time;

(b) on a *pro-rata* and *pari passu* basis, to:

(i) any Rating Agency which may from time to time be requested to assign:

(A) a rating to each of the Rated Notes; or

(B) a confidential credit estimate to any of the Collateral Debt Obligations, for fees and expenses (including surveillance fees) in connection with any such rating or confidential credit estimate including, in each case, the ongoing monitoring thereof and any other amounts due and payable to any Rating Agency under the terms of the Issuer's engagement with such Rating Agency;

(ii) the independent certified public accountants, auditors, agents and counsel of the Issuer (other than amounts payable to the Agents pursuant to (a)(i) above);

(iii) on a *pro-rata* basis to each Hedge Counterparty pursuant to any Reporting Agreement;

(iv) the Investment Manager pursuant to the Investment Management and Collateral Administration Agreement (including the indemnities, costs and expenses provided for therein), but excluding any Investment Management Fees or any VAT payable thereon;

(v) any other Person in respect of any governmental fee or charge (for the avoidance of doubt excluding any taxes) or any statutory indemnity;

(vi) on a *pro-rata* basis to any other Person in respect of any other fees or expenses contemplated in the Conditions and in the Transaction Documents (other than the Investment Management and Collateral Administration Agreement) or any other documents (other than the Investment Management and Collateral Administration Agreement) delivered pursuant to or in connection with the issue and sale of the Notes, including, without limitation, an amount up to €10,000 per annum in respect of fees and expenses incurred by the Issuer (in its sole and absolute discretion) in assisting in the preparation, provision or validation of data for purposes of Noteholder tax jurisdictions (including information reasonably available to the Issuer that a U.S. holder reasonably requests to satisfy filing requirements under the passive foreign investment company rules (including as necessary to make a qualified electing fund election) or controlled foreign corporation rules);

(vii) to the Arranger and the Initial Purchaser pursuant to the Subscription Agreement in respect of any indemnity payable to it thereunder;

(viii) to the payment on a *pro-rata* basis of any fees, expenses or indemnity payments in relation to the restructuring of a Collateral Debt Obligation, including but not limited to a steering committee relating thereto;

(ix) on a *pro-rata* basis to any Selling Institution pursuant to any Participation Agreement after the date of entry into any Participation (excluding, for avoidance of doubt, any payments on account of any Unfunded Amounts);

(x) to any person in connection with satisfying the requirements of Rule 17g-5 of the Exchange Act; and

(xi) to the payment of any amounts necessary to ensure the orderly dissolution of the Issuer;

(c) on a *pro-rata* and *pari passu* basis:

(i) on a *pro-rata* basis to any other Person (including the Investment Manager) in connection with satisfying the requirements of EMIR (excluding any requirement under EMIR to post margin to either any central clearing counterparty, or to any Hedge Counterparty, as applicable), the CRA Regulations, the Securitisation Regulations or the Dodd-Frank Act, in each case as applicable to the Issuer only;

(ii) on a *pro-rata* basis to any Person (including the Investment Manager, the Reporting Agent and any third party appointed by the Issuer to assist with the Issuer's reporting obligations pursuant to the Securitisation Regulations) in connection with satisfying the Retention Requirements and the Transparency Requirements, in each case as applicable to the Issuer only, including any costs or fees related to additional due diligence or reporting requirements;

(iii) costs of complying with FATCA and the CRS;

(iv) on a *pro rata* basis, (A) any pecuniary sanctions levied on the Issuer arising under Article 32 of the EU Securitisation Regulation or any national laws or regulations supplementing or implementing the EU Securitisation Regulation and (ii) any administrative penalties imposed on the Issuer in respect of the UK Securitisation Regulation, in each case in relation to a failure by the Issuer to meet the requirements of Article 7 of the Securitisation Regulations; and

(v) reasonable fees, costs and expenses of the Issuer and Investment Manager including reasonable attorneys' fees, in each case in relation to compliance by the Issuer and the Investment Manager with the United States Commodity Exchange Act of 1936, as amended (including rules and regulations promulgated thereunder);

(d) on a *pro-rata* basis, any Refinancing Costs (to the extent not already provided for above and to the extent not already paid as Trustee Fees and Expenses); and

(e) on a *pro-rata* basis, payment of any indemnities payable to any Person as contemplated in these Conditions or the Transaction Documents and not already paid pursuant to paragraphs (a) or (b) above,

provided that:

(i) the Investment Manager may direct the payment of any Rating Agency fees set out in (b)(i) above other than in the order required by paragraph (b) above if the Investment Manager or Issuer has been advised by a Rating Agency that non-payment of its fees will immediately result in the withdrawal of any ratings on any Class of Rated Notes,

provided further in each case that:

(A) if such amounts are paid under the Priorities of Payment on a Payment Date, amounts payable under paragraph (a) above have been paid in priority on such date; and

(B) if such amounts are to be paid other than on a Payment Date, amounts payable under paragraph (a) on the Payment Date immediately following such date are provided for in full at the time of such payment; and

(ii) the Investment Manager may direct payment other than in the order required by paragraph (b) if, in its reasonable judgment, it determines a payment other than in the order required by paragraph (b) above is required to ensure the delivery of certain accounting services and reports,

provided further in each case that:

(A) if such amounts are paid under the Priorities of Payment on a Payment Date, amounts payable under paragraph (a) above have been paid in priority on such date; and

(B) if such amounts are to be paid other than on a Payment Date, amounts payable under paragraph (a) on the Payment Date immediately following such date are provided for in full at the time of such payment.

"**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 paragraph (a) above.

For the purposes of this definition:

(x) control of a Person shall mean the power, direct or indirect:

(i) to vote more than 50.0 per cent. of the securities having ordinary voting power for the election of directors of such Person; or

(ii) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise;

(y) a Person will not be deemed to be an Affiliate of the Issuer solely by virtue of the fact that it acts in any capacity for the Issuer; and

(z) Obligors in respect of Collateral Debt Obligations will be deemed not to be Affiliates if they have distinct corporate family ratings.

"**Agent**" means each of the Registrar, the Principal Paying Agent (and any other paying agent appointed pursuant to the Agency Agreement), the Transfer Agent, the Calculation Agent, the Account Bank, the Collateral Administrator, the Information Agent and the Custodian, and each of their permitted successors or assigns appointed as agents of the Issuer pursuant to the Agency Agreement or, as the case may be, the Investment Management and Collateral Administration Agreement and "**Agents**" shall be construed accordingly.

"**Aggregate Collateral Balance**" means, as at any Measurement Date, the amount equal to the aggregate of the following amounts, as at such Measurement Date:

(a) the Aggregate Principal Balance of all Collateral Debt Obligations, save that for the purpose of calculating the Aggregate Principal Balance for the purposes of:

(i) the Portfolio Profile Tests, the Collateral Quality Tests; and

(ii) determining whether an Event of Default has occurred in accordance with Condition 10(a)(iv) (*Collateral Debt Obligations*),

the Principal Balance of each Defaulted Obligation shall be zero;

(b) the Aggregate Principal Balance of all Loss Mitigation Obligations; and

(c) without duplication, the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds) and any Eligible Investments which represent Principal Proceeds (excluding, for the avoidance of doubt, any interest accrued on Eligible Investments).

"**Aggregate Principal Balance**" means the aggregate of the Principal Balances of all the Collateral Debt Obligations and Loss Mitigation Obligations and when used with respect to some portion of the Collateral Debt Obligations or Loss Mitigation Obligations, means the aggregate of the Principal Balances of such Collateral Debt Obligations or Loss Mitigation Obligations, in each case, as at the date of determination.

"**AIFM**" means an EEA manager of an alternative investment fund for the purposes of AIFMD.

"**AIFMD**" means European Union Commission Delegated Regulation (EU) No 231/2013 (the "**AIFM Regulation**") as amended from time to time and EU Directive 2011/61/EU on Alternative Investment Fund Managers (as amended from time to time and as implemented by Member States of the European Union) together with any implemented or delegated regulation, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

"**Annual Obligations**" means Collateral Debt Obligations which, at the date of measurement, pay interest less frequently than semi-annually.

"**Applicable Exchange Rate**" means, in relation to any Asset Swap Obligation, the exchange rate set forth in the relevant Asset Swap Transaction, or otherwise, the Spot Rate.

"**Applicable Margin**" has the meaning given thereto in Condition 6 (*Interest*).

"**Appointee**" means any manager, agent, delegate or other person properly appointed by the Trustee under the terms of the Trust Deed to discharge any of its functions or to advise it in relation thereto.

"**Asset Priming Obligor**" means the Unrestricted Subsidiary that is the borrower or issuer of an obligation that is secured by collateral or benefits from other credit support which is not available (including if such collateral or credit support was previously, but is no longer, collateral or credit support to) a Collateral Debt Obligation held by the Issuer (the "**Subject Asset**").

"**Asset Swap Account**" means each segregated currency account into which amounts due to the Issuer in respect of each Asset Swap Obligation and out of which amounts from the Issuer to each applicable Asset Swap Counterparty under each applicable Asset Swap Transaction are to be paid.

"**Asset Swap Agreement**" means a 1992 ISDA Master Agreement (Multicurrency-Cross-Border) or a 2002 ISDA Master Agreement (or such other ISDA *pro forma* Master Agreement as may be published by ISDA from time to time), together with the schedule and confirmations relating thereto including any guarantee thereof and any credit support annex entered into pursuant to the terms thereof, each as amended or supplemented from time to time, and entered into by the Issuer with an Asset Swap Counterparty which shall govern one or more Asset Swap Transactions entered into by the Issuer and such Asset Swap Counterparty (including any Replacement Asset Swap Transaction) under which the Issuer swaps cash flows receivable on such Asset Swap Obligations for Euro denominated cash flows from each Asset Swap Counterparty.

"**Asset Swap Counterparty**" means any financial institution with which the Issuer enters into an Asset Swap Agreement, or any permitted assignee or successor thereof, under the terms of the related Asset Swap Agreement and, in each case, which satisfies, at the time of entry into the Asset Swap Agreement, the applicable Rating Requirement (or whose obligations are guaranteed by a guarantor which satisfies the applicable Rating Requirement) and provided always that such financial institution has the regulatory capacity as a matter of Irish law to enter into derivatives transactions with Irish residents.

"**Asset Swap Counterparty Principal Exchange Amount**" means each initial, interim and final exchange amount (whether expressed as such or otherwise) scheduled to be paid by the Asset Swap

Counterparty to the Issuer under an Asset Swap Transaction and excluding any Scheduled Periodic Asset Swap Counterparty Payments but including any amounts described as termination payments in the relevant Asset Swap Agreement which relate to payments to be made as a result of the relevant Asset Swap Obligation being sold or becoming subject to a credit event or debt restructuring.

"**Asset Swap Issuer Principal Exchange Amount**" means each initial, interim and final exchange amount (whether expressed as such or otherwise) scheduled to be paid to the Asset Swap Counterparty by the Issuer under an Asset Swap Transaction and excluding any Scheduled Periodic Asset Swap Issuer Payments but including any amounts described as termination payments in the relevant Asset Swap Agreement which relate to payments to be made as a result of the relevant Asset Swap Obligation being sold or becoming subject to a credit event or debt restructuring.

"**Asset Swap Obligation**" means any Collateral Debt Obligation which is not denominated or drawn in EUR and which is the subject of an Asset Swap Transaction.

"**Asset Swap Replacement Payment**" means any amount payable by the Issuer to a replacement Asset Swap Counterparty upon entry into a Replacement Asset Swap Transaction which is replacing an Asset Swap Transaction which was terminated.

"**Asset Swap Replacement Receipt**" means any amount payable to the Issuer by a replacement Asset Swap Counterparty upon entry into a Replacement Asset Swap Transaction which is replacing an Asset Swap Transaction which was terminated.

"**Asset Swap Termination Payment**" means the amount payable to an Asset Swap Counterparty by the Issuer upon termination or modification of an Asset Swap Transaction excluding, for purposes other than payment by the Issuer, any due and unpaid scheduled amounts payable thereunder and any Asset Swap Issuer Principal Exchange Amounts.

"**Asset Swap Termination Receipt**" means the amount payable by an Asset Swap Counterparty to the Issuer upon termination or modification of an Asset Swap Transaction excluding, for purposes other than payment to the applicable Account to which the Issuer shall credit such amounts, the portion thereof representing any due and unpaid scheduled amounts payable thereunder and any Asset Swap Counterparty Principal Exchange Amounts.

"**Asset Swap Transaction**" means each asset swap transaction entered into under an Asset Swap Agreement for the sole purpose described in the definition of Asset Swap Agreement.

"**Assignment**" means an interest in a loan acquired directly by way of novation or assignment.

"**Authorised Denomination**" means, in respect of any Note, the Minimum Denomination thereof and any denomination equal to a multiple of the Authorised Integral Amount in excess of the Minimum Denomination thereof.

"**Authorised Integral Amount**" means in respect of each Class of Notes, €1,000.

"**Authorised Officer**" means with respect to the Issuer, any director of the Issuer or other person as notified by or on behalf of the Issuer to the Trustee who is authorised to act for the Issuer in matters relating to, and binding upon, the Issuer.

"**Balance**" means on any date, with respect to any cash or Eligible Investments standing to the credit of an Account (or any sub-account thereof), the aggregate of the:

(a) current balance of cash, demand deposits, time deposits, government guaranteed funds and other investment funds;

(b) outstanding principal amount of interest bearing corporate and government obligations and money market accounts and repurchase obligations; and

(c) purchase price, up to an amount not exceeding the face amount, of non-interest bearing government and corporate obligations, commercial paper and certificates of deposit,

provided that if a default as to payment of principal and/or interest has occurred and is continuing (disregarding any grace periods provided for pursuant to the terms thereof) in respect of any Eligible Investment or any obligation of the obligor thereunder which is senior or equal in right of payment to such Eligible Investment such Eligible Investment shall have a value equal to the lesser of its S&P Collateral Value and its Fitch Collateral Value (determined as if such Eligible Investment were a Collateral Debt Obligation), *provided further* that, any balance which is denominated in a currency other than Euro shall be converted into Euro at the Applicable Exchange Rate.

"**Bankruptcy Exchange**" means the exchange of a Defaulted Obligation or a Credit Impaired Obligation (without the payment of any additional funds other than reasonable and customary transfer costs, as contemplated below) for any other debt obligation issued by the same obligor as the Defaulted Obligation or Credit Impaired Obligation or by another obligor which, but for the fact that such debt obligation is a Defaulted Obligation or a Credit Impaired Obligation and the disapplication of the Eligibility Criteria referenced in paragraph (g) below, would otherwise qualify as a Collateral Debt Obligation and the Investment Manager in its reasonable business judgement (which determination will not be called into question as a result of subsequent events) has determined that the following conditions are satisfied:

(a) at the time of the exchange, the Received Obligation has a better likelihood of recovery or is of better value or quality than the Exchanged Obligation;

(b) at the time of the exchange, if the Received Obligation is a debt security, such Received Obligation is no less senior in right of payment with regard to its Obligor's other outstanding indebtedness than the Exchanged Obligation is in right of payment with regard to its obligor's other outstanding indebtedness;

(c) both prior to and after giving effect to such exchange, each of the Coverage Tests is satisfied or, if any Coverage Test was not satisfied prior to such exchange, 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;

(d) the aggregate Principal Balance of the obligations received in Bankruptcy Exchanges is not more than 5.0 per cent. of the Target Par Amount;

(e) the aggregate Principal Balance of the obligations received in Bankruptcy Exchanges (in the aggregate) since the Issue Date is not more than 5.0 per cent. of the Target Par Amount;

(f) the Bankruptcy Exchange Test is satisfied in respect of the relevant exchange;

(g) at the time of the exchange, the Received Obligation satisfies each of the Eligibility Criteria except for those in sub-paragraphs (c), (n), (o), and (aa) thereof, *provided that* in the case of Eligibility Criterion (n), not more than 2.5 per cent. of the Aggregate Collateral Balance may consist of Long-Dated Restructured Obligations;

(h) the Exchanged Obligation was not a Received Obligation under a prior Bankruptcy Exchange;

(i) if the Received Obligation is a Credit Impaired Obligation, the Reinvestment Criteria are satisfied in respect of such exchange; and

(j) if the Exchanged Obligation is a Credit Impaired Obligation, the Received Obligation is not a Defaulted Obligation,

provided that (x) to the extent that any payment is required from the Issuer (as contemplated above) in connection therewith it will be payable only from any Interest Proceeds or from amounts standing to the credit of the Collateral Enhancement Account, and (y) Interest Proceeds may not be used to acquire a Received Obligation in a Bankruptcy Exchange if such use would likely result, in the Investment Manager's reasonable commercial judgement (which judgement will not be called into question as a result of subsequent events), in there being insufficient Interest Proceeds on the immediately succeeding Payment Date to pay all accrued Interest Amounts on each Class of Rated Notes subject to and in accordance with the Interest Proceeds Priority of Payments. For the avoidance of doubt, subject to each condition set out in paragraphs (a) to (j) above being satisfied (as determined by the Investment Manager and notified promptly to the Collateral Administrator), any Received Obligation received as part of a Bankruptcy Exchange shall constitute a Collateral Debt Obligation.

"**Bankruptcy Exchange Test**" means a test that will be satisfied if, in the Investment Manager's reasonable business judgement, the projected internal rate of return of a Received Obligation obtained as a result of a Bankruptcy Exchange is greater than the projected internal rate of return of the related Exchanged Obligation in a Bankruptcy Exchange, calculated by the Investment Manager by aggregating all cash received in respect of, and the Market Value of, any obligation subject to a Bankruptcy Exchange at the time of each Bankruptcy Exchange.

"**Benefit Plan Investor**" means:

(a) an "employee benefit plan" (as defined in Section 3(3) of ERISA), subject to the provisions of part 4 of Subtitle B of Title I of ERISA;

(b) a "plan" (as defined in Section 4975(e)(1) of the Code) to which Section 4975 of the Code applies; or

(c) any entity whose underlying assets include "plan assets" by reason of such an employee benefit plan's or plan's investment in such entity.

"**Bivariate Risk Table**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Business Day**" means (save to the extent otherwise defined) a day:

(a) on which T2 is open for settlement of payments in Euro;

(b) on which commercial banks and foreign exchange markets settle payments in London, Dublin and New York (other than a Saturday or a Sunday); and

(c) for the purposes of the definition of Presentation Date, in relation to any place, on which commercial banks and foreign exchange markets settle payments in that place.

"**CCC Excess**" means as of any date of determination the amount equal to the greater of:

(a) the excess of the Principal Balance of all S&P CCC Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of

each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value); and

(b) the excess of the Principal Balance of all Fitch CCC Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value),

provided that, in determining which of the S&P CCC Obligations or Fitch CCC Obligations, as applicable, shall be included under part (a) or (b) above, the S&P CCC Obligations or Fitch CCC Obligations, as applicable, with the lowest Market Value (assuming that such Market Value is expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of such Determination Date) shall be deemed to constitute the CCC Excess.

"**Certificate**" means a Definitive Certificate or a Global Certificate.

"**Class A Noteholders**" means the holders of any Class A Notes from time to time.

"**Class A/B Coverage Tests**" means the Class A/B Interest Coverage Test and the Class A/B Par Value Test.

"**Class A/B Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date following the Effective Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the Interest Coverage Amount; by

(b) the sum of the scheduled interest payments due on the Class X Notes, Class A Notes and the Class B Notes on the following Payment Date;

(c) any Class X Principal Amortisation Amount due on the following Payment Date; and

(d) any Unpaid Class X Principal Amortisation Amount due on the following Payment Date.

For the purposes of calculating the Class A/B Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class X Notes, the Class A Notes and the Class B Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class A/B Interest Coverage Test**" means the test which will apply as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date following the Effective Date and which will be satisfied on such Measurement Date if the Class A/B Interest Coverage Ratio is at least equal to 120.00 per cent.

"**Class A/B Par Value Ratio**" means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the amount equal to the Adjusted Collateral Principal Amount; by

(b) the sum of the Principal Amount Outstanding of each of the Class A Notes and the Class B Notes.

"**Class A/B Par Value Test**" means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class A/B Par Value Ratio is at least equal to 128.88 per cent.

"**Class A Floating Rate of Interest**" has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

"**Class B Floating Rate of Interest**" has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

"**Class B Noteholders**" means the holders of any Class B Notes from time to time.

"**Class C Coverage Tests**" means the Class C Interest Coverage Test and the Class C Par Value Test.

"**Class C Floating Rate of Interest**" has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

"**Class C Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date following the Effective Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the Interest Coverage Amount; by

(b) the sum of the scheduled interest payments due on the Class X Notes, Class A Notes, the Class B Notes and the Class C Notes on the following Payment Date (excluding Deferred Interest but including any interest on Deferred Interest that has been capitalised);

(c) any Class X Principal Amortisation Amount due on the following Payment Date; and

(d) any Unpaid Class X Principal Amortisation Amount due on the following Payment Date.

For the purposes of calculating the Class C Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class X Notes, Class A Notes, the Class B Notes and the Class C Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class C Interest Coverage Test**" means the test which will apply as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date following the Effective Date and which will be satisfied on such Measurement Date if the Class C Interest Coverage Ratio is at least equal to 110.00 per cent.

"**Class C Noteholders**" means the holders of any Class C Notes from time to time.

"**Class C Par Value Ratio**" means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the amount equal to the Adjusted Collateral Principal Amount; by

(b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes and the Class C Notes.

"**Class C Par Value Test**" means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class C Par Value Ratio is at least equal to 120.20 per cent.

"**Class D Coverage Tests**" means the Class D Interest Coverage Test and the Class D Par Value Test.

"**Class D Floating Rate of Interest**" has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

"**Class D Interest Coverage Ratio**" means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date following the Effective Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the Interest Coverage Amount; by

(b) the sum of the scheduled interest payments due on the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes on the following Payment Date (excluding Deferred Interest but including any interest on Deferred Interest that has been capitalised);

(c) any Class X Principal Amortisation Amount due on the following Payment Date; and

(d) any Unpaid Class X Principal Amortisation Amount due on the following Payment Date.

For the purposes of calculating the Class D Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Class D Interest Coverage Test**" means the test which will apply as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date following the Effective Date and which will be satisfied on such Measurement Date if the Class D Interest Coverage Ratio is at least equal to 105.00 per cent.

"**Class D Noteholders**" means the holders of any Class D Notes from time to time.

"**Class D Par Value Ratio**" means, as of any Measurement Date on and after the Effective Date the ratio (expressed as a percentage) obtained by dividing:

(a) the amount equal to the Adjusted Collateral Principal Amount; by

(b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, Class C Notes and the Class D Notes.

"**Class D Par Value Test**" means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class D Par Value Ratio is at least equal to 110.96 per cent.

"**Class E Floating Rate of Interest**" has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

"**Class E Noteholders**" means the holders of any Class E Notes from time to time.

"**Class E Par Value Ratio**" means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the amount equal to the Adjusted Collateral Principal Amount; by

(b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

"**Class E Par Value Test**" means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class E Par Value Ratio is at least equal to 106.73 per cent.

"**Class F Floating Rate of Interest**" has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

"**Class F Noteholders**" means the holders of any Class F Notes from time to time.

"**Class F Par Value Ratio**" means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing:

(a) the amount equal to the Adjusted Collateral Principal Amount; by

(b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

"**Class F Par Value Test**" means the test which will apply as of any Measurement Date following the expiry of the Reinvestment Period and which will be satisfied on such Measurement Date if the Class F Par Value Ratio is at least equal to 102.95 per cent.

"**Class of Notes**" means each of the Classes of Notes being:

(a) the Class X Notes;

(b) the Class A Notes;

(c) the Class B Notes;

(d) the Class C Notes;

(e) the Class D Notes;

(f) the Class E Notes;

(g) the Class F Notes; and

(h) the Subordinated Notes,

and "**Class of Noteholders**" and "**Class**" shall be construed accordingly and such references shall include any Refinancing Obligations replacing any Class or Classes of Notes and any Notes issued pursuant to Condition 17 (*Additional Issuances*).

"**Class X Noteholders**" means the holders of any Class X Notes from time to time.

"**Class X Principal Amortisation Amount**" means, for each Payment Date beginning on (and including) the second Payment Date immediately following the Issue Date, the lesser of (a) the Principal Amount Outstanding of the Class X Notes (for the avoidance of doubt, taking into account all prior principal payments on the Class X Notes); and (b)(i) in respect of each such Payment Date prior to the occurrence of a Frequency Switch Event, €250,000 and (ii) in respect of each such Payment Date following the occurrence of a Frequency Switch Event, €500,000.

"**Clearing Systems**" means Euroclear and Clearstream, Luxembourg and any other clearing system approved by the Issuer, the Trustee, the Custodian, the Registrar and the Investment Manager.

"**Clearstream, Luxembourg**" means Clearstream Banking, *société anonyme*.

"**Code**" means the United States Internal Revenue Code of 1986, as amended.

"**Collateral**" means the property, assets and rights described in Condition 4(a) (*Security*) which are charged, pledged and/or assigned to the Trustee from time to time for the benefit of the Secured Parties pursuant to the Trust Deed.

"**Collateral Acquisition Agreements**" means each of the agreements entered into by the Issuer (or the Investment Manager on the Issuer's behalf) in relation to the purchase by the Issuer of Collateral Debt Obligations from time to time.

"**Collateral Debt Obligation**" means any debt obligation or debt security purchased by or on behalf of the Issuer from time to time (or, if the context so requires, to be purchased by or on behalf of the Issuer) and which in the Investment Manager's reasonable discretion based on its knowledge at the relevant time, satisfies the Eligibility Criteria, save for (i) Issue Date Collateral Debt Obligations, which satisfy the Eligibility Criteria on the Issue Date, (ii) Loss Mitigation Obligations, which must meet the Loss Mitigation Obligation Criteria but are not required to satisfy the Eligibility Criteria at the time of entering into a binding commitment to acquire such Loss Mitigation Obligation, but must satisfy the Eligibility Criteria when designated as a Collateral Debt Obligation and (iii) Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor) which must satisfy the Restructured Obligation Criteria on the applicable Restructuring Date. References to Collateral Debt Obligations shall include Non-Euro Obligations, but shall not include Collateral Enhancement Obligations, Eligible Investments or Exchanged Equity Securities. Obligations which are to constitute Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to purchase but which have not yet settled shall be included as Collateral Debt Obligations in the calculation of the Portfolio Profile Tests, Collateral Quality Tests, Reinvestment Overcollateralisation Test and Coverage Tests at any time as if such purchase had been completed. Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to sell but which have not yet settled shall be excluded as Collateral Debt Obligations in the calculation of the Portfolio Profile Tests, the Collateral Quality Tests, Reinvestment Overcollateralisation Test and Coverage Tests at any time as if such sale had been completed. The failure of any obligation to satisfy the Eligibility Criteria at any time after the Issuer or the Investment Manager on behalf of the Issuer has entered into a binding agreement to purchase it, shall not cause such obligation to cease to constitute a Collateral Debt Obligation unless it is an Issue Date Collateral Debt Obligation which did not satisfy the Eligibility Criteria on the Issue Date. A Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) shall only constitute a Collateral Debt Obligation if it is a Restructured Obligation. Subject to each condition set out in paragraphs (a) to (j) of the definition of Bankruptcy Exchange being satisfied (as determined by the Investment Manager and notified promptly to the Collateral Administrator), any Received Obligation received as part of a Bankruptcy Exchange shall constitute a Collateral Debt Obligation.

"**Collateral Enhancement Account**" means an account in the name of the Issuer, so entitled and held with the Account Bank.

"**Collateral Enhancement Amount**" means, with respect to any Payment Date during the Reinvestment Period, the amount of Interest Proceeds retained in the Collateral Enhancement Account on the Payment Date in accordance with the Interest Proceeds Priority of Payments, at the sole discretion of the Investment Manager which amounts shall not exceed €2,000,000 in the aggregate for any Payment Date or an aggregate amount for all applicable Payment Dates of €12,000,000.

"**Collateral Enhancement Obligation**" means any Ineligible Portfolio Obligations determined by the Investment Manager in accordance with the Investment Management and Collateral Administration Agreement and any warrant, debt obligation (other than a Restructured Obligation) or equity security, excluding Exchanged Equity Securities and Loss Mitigation Obligations, but including without limitation, warrants relating to Mezzanine Obligations and any equity security received upon conversion or exchange of, or exercise of an option under, or otherwise in respect of a Collateral Debt Obligation; or any warrant or equity security purchased as part of a unit with a Collateral Debt Obligation (but in all cases, excluding, for the avoidance of doubt, the Collateral Debt Obligation) and other debt obligations not satisfying the Eligibility Criteria, in each case, the acquisition or reclassification (as applicable) of which will not result in the imposition of any present or future, actual or contingent liabilities or obligations on the Issuer other than those which may arise at its option.

"**Collateral Enhancement Obligation Proceeds**" means all Distributions and Sale Proceeds received in respect of any Collateral Enhancement Obligation.

"**Collateral Quality Tests**" means the Collateral Quality Tests set out in the Investment Management and Collateral Administration Agreement being each of the following:

(a) so long as any of the Rated Notes rated by S&P are Outstanding, the S&P CDO Monitor Test (until the expiry of the Reinvestment Period only);

(b) so long as any of the Rated Notes rated by Fitch is Outstanding:

  (i) the Fitch Maximum Weighted Average Rating Factor Test;

  (ii) the Fitch Minimum Weighted Average Recovery Rate Test;

  (iii) the Maximum Obligor Concentration Test; and

  (iv) the Fitch Minimum Weighted Average Spread Test; and

(c) so long as any Rated Notes are Outstanding, the Weighted Average Life Test,

each as defined in the Investment Management and Collateral Administration Agreement.

"**Collateral Tax Event**" means at any time, as a result of the introduction of a new, or any change in, any home jurisdiction or foreign tax statute, treaty, regulation, rule, ruling, practice, market practice, procedure or judicial decision or interpretation (whether proposed, temporary or final), or as a result of the application of FATCA, interest payments due from the Obligors of any Collateral Debt Obligations (or from Selling Institutions in the case of Participations) in relation to any Due Period becoming properly subject to the imposition of home jurisdiction or foreign withholding tax (other than where such withholding tax is compensated for by a "gross up" provision in the terms of the Collateral Debt Obligation or such requirement to withhold is eliminated pursuant to a double taxation treaty or otherwise so that the Issuer as holder thereof, either directly or indirectly through a Participation, is held completely harmless from the full amount of such withholding tax on an after tax basis) so that the aggregate amount of such withholding tax on all Collateral Debt Obligations in relation to such Due Period is equal to or in excess of 6.0 per cent. of the aggregate interest payments due (for the avoidance

of doubt, excluding any additional interest arising as a result of the operation of any gross up provision) on all Collateral Debt Obligations in relation to such Due Period.

"**Commitment Amount**" means, with respect to any Revolving Obligation, Delayed Drawdown Collateral Debt Obligation or Loss Mitigation Obligation, the maximum aggregate outstanding principal amount (whether at the time funded or unfunded) of advances or other extensions of credit at any one time outstanding that the Issuer could be required to make to the Obligor under the Underlying Instruments relating thereto or to a funding bank in connection with any ancillary facilities related thereto.

"**Commodity Exchange Act**" means the United States Commodity Exchange Act of 1936, as amended.

"**Companies Act 2014**" means the Companies Act 2014 (as amended) of Ireland.

"**Competent Authority**" means a national competent authority of an EU member state or the United Kingdom.

"**Conditional Sale Agreement**" means a conditional sale agreement dated 25 June 2024 between the Issuer as seller and the Investment Manager as purchaser in respect of certain Collateral Debt Obligations designated as Originated Assets.

"**Conditions**" means these terms and conditions of the Notes, as set out in the Trust Deed as amended, varied or substituted from time to time.

"**Constitution**" means the memorandum and articles of association of the Issuer as may be in force from time to time.

"**Contribution**" has the meaning specified in Condition 2(l) (*Contributions*).

"**Contribution Account**" means the account described as such in the name of the Issuer with the Account Bank.

"**Contributor**" has the meaning specified in Condition 2(l) (*Contributions*).

"**Controlling Class**" means:

(a) the Class A Notes; or

(b) following redemption and payment in full of the Class A Notes, the Class B Notes; or

(c) following redemption and payment in full of the Class A Notes and the Class B Notes, the Class C Notes; or

(d) following redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes, the Class D Notes; or

(e) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the Class E Notes; or

(f) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the Class F Notes; or

(g) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes; or

(h) following redemption and payment in full of all of the Rated Notes, the Subordinated Notes,

provided that, solely in connection with an IM Removal Resolution or an IM Replacement Resolution, no Class X Notes nor any Notes held by or on behalf of the Investment Manager or any Investment Manager Related Person shall (A) constitute or form part of the Controlling Class, (B) be entitled to vote in respect of such IM Removal Resolution or IM Replacement Resolution or (C) be counted for the purposes of determining a quorum or the result of voting in respect of such IM Removal Resolution or IM Replacement Resolution.

"**Controlling Person**" means any person (other than a Benefit Plan Investor) that has discretionary authority or control over the assets of the Issuer or who provides investment advice for a fee with respect to such assets, and any "affiliate" of any such person. An "affiliate" for purposes of this definition means a person controlling, controlled by or under common control with such person, and control means the power to exercise a controlling influence over the management or policies of such person (other than an individual).

"**Corporate Rescue Loan**" shall mean any interest in a loan or financing facility which is paying principal and interest on a current basis and either:

(a) is an obligation of a debtor in possession as described in section 1107 of the United States Bankruptcy Code or a trustee (if appointment of such trustee has been ordered pursuant to section 1104 of the United States Bankruptcy Code) (a "**Debtor**") organised under the laws of the United States or any state therein, the terms of which have been approved by an order of the United States Bankruptcy Court, the United States District Court, or any other court of competent jurisdiction, the enforceability of which order is not subject to any pending contested matter or proceeding (as such terms are defined in the Federal Rules of Bankruptcy Procedure) and which order provides that:

(i) such Corporate Rescue Loan is secured by liens on the Debtor's otherwise unencumbered assets pursuant to section 364(c)(2) of the United States Bankruptcy Code;

(ii) such Corporate Rescue Loan is secured by liens of equal or senior priority on property of the Debtor's estate that is otherwise subject to a lien pursuant to section 364(d) of the United States Bankruptcy Code;

(iii) such Corporate Rescue Loan is secured by junior liens on the Debtor's encumbered assets and such Corporate Rescue Loan is fully secured based upon a current valuation or appraisal report; or

(iv) if the Corporate Rescue Loan or any portion thereof is unsecured, the repayment of such Corporate Rescue Loan retains priority over all other administrative expenses pursuant to section 364(c)(1) of the United States Bankruptcy Code; or

(b) (i) it is a credit facility or other advance made available to a company or group in a restructuring or insolvency process with main proceedings outside of the United States which constitutes the most senior secured obligations of the entity which is the borrower thereof; and

(ii) either:

(A) ranks *pari passu* in all respects with the senior unsecured debt of the borrower, *provided* that such facility is entitled to recover proceeds of enforcement of

security shared with the other senior secured indebtedness (e.g. bond) of the Obligor and its subsidiaries in priority to all such other senior secured indebtedness; or

(B) achieves priority over other senior secured obligations of the Obligor otherwise than through the grant of security, such as pursuant to the operation of applicable insolvency legislation (including as an expense of the restructuring or insolvency process) or other applicable law.

provided that, in each case, that if at any time a Collateral Debt Obligation that is a Corporate Rescue Loan in accordance with the provisions above:

(iii) has a S&P Rating of not less than "CCC+" or a Fitch Rating of not less than "CCC+"; and

(iv) either:

(A) the relevant Obligor is no longer a Debtor as described in paragraph (a) above; or

(B) the restructuring or insolvency process referred to in paragraph (b) above pursuant to which such Collateral Debt Obligation was made available is complete and no further restructuring or insolvency process is outstanding in respect of the relevant Obligor, such Collateral Debt Obligation shall no longer be a Corporate Rescue Loan.

"**Counterparty Downgrade Collateral**" means any cash and/or securities delivered to the Issuer as collateral for the obligations of a Hedge Counterparty under a Hedge Transaction.

"**Counterparty Downgrade Collateral Account**" means one or more accounts of the Issuer with the Custodian into which all Counterparty Downgrade Collateral received in respect of a Hedge Counterparty is to be deposited. A separate Counterparty Downgrade Collateral Account shall be opened in respect of each Hedge Counterparty.

"**Cov-Lite Loan**" means a Collateral Debt Obligation, as determined by the Investment Manager in its reasonable commercial judgment, that is an interest in a loan, the Underlying Instruments for which do not (i) contain any financial covenants or (ii) require the borrower thereunder to comply with any Maintenance Covenant (regardless of whether compliance with one or more Incurrence Covenants is otherwise required by such Underlying Instruments), *provided* that, for all purposes, a loan described in (i) or (ii) above which either contains a cross-default or a cross-acceleration provision to, or ranks *pari passu* with, another loan of the underlying obligor that requires the underlying obligor to comply with a Maintenance Covenant and such compliance is required either (i) at all times during the life of such other obligation or (ii) only while such other obligation is funded or upon the occurrence of a particular specified event, will be deemed not to be a Cov-Lite Loan (including, in respect of (ii), at such times as the obligation is not funded or the specified event has not yet occurred); *provided further* that, if the Underlying Instruments provide for covenants pursuant to paragraph (i) and/or (ii) above but such covenants only take effect after a specified period of no more than six months following the drawdown date of the relevant loan, then such loan shall not be considered a Cov-Lite Loan.

"**Coverage Test**" means each of the Class A/B Par Value Test, the Class A/B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test, the Class D Interest Coverage Test, the Class E Par Value Test and the Class F Par Value Test.

"**CRA Regulations**" means each of the EU CRA Regulation and the UK CRA Regulation.

"**Credit Impaired Obligation**" means any Collateral Debt Obligation that, in the Investment Manager's reasonable commercial judgment has a significant risk of declining in credit quality or price which may, but need not be, evidenced by satisfaction of one or more of the Credit Impaired Obligation Criteria.

"**Credit Impaired Obligation Criteria**" means the criteria that will be met in respect of a Collateral Debt Obligation if any of the following apply to such Collateral Debt Obligation, as determined by the Investment Manager in its discretion:

(a) if such Collateral Debt Obligation is a loan obligation, or floating rate note, the price of such Collateral Debt Obligation has changed during the period from the date on which the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such Collateral Debt Obligation to the proposed sale date by a percentage either at least 0.25 per cent. more negative, or at least 0.25 per cent. less positive, as the case may be, than the percentage change in the average price of the applicable Eligible Loan Index over the same period;

(b) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation which is a bond or security, the price of such obligation has changed since the date the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by a percentage either at least 1.0 per cent. more negative or at least 1.0 per cent. less positive, as the case may be, than the percentage change in the Eligible Bond Index over the same period, as determined by the Investment Manager;

(c) the price of such Collateral Debt Obligation has decreased by at least 1.0 per cent. of the price paid by the Issuer for such Collateral Debt Obligation;

(d) if such Collateral Debt Obligation is a loan obligation or a floating rate note, the spread over the applicable reference rate for such Collateral Debt Obligation has been increased in accordance with the underlying Collateral Debt Obligation since the date the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by:

  (i) 0.25 per cent. or more (in the case of a loan obligation with a spread (prior to such increase) less than or equal to 2.0 per cent.);

  (ii) 0.375 per cent. or more (in the case of a loan obligation with a spread (prior to such increase) greater than 2.0 per cent. but less than or equal to 4.0 per cent.); or

  (iii) 0.5 per cent. or more (in the case of a loan obligation with a spread (prior to such increase) greater than 4.0 per cent.), due to a deterioration in the Obligor's financial ratios or financial results; or

(e) if such Collateral Debt Obligation has a projected cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Investment Manager) of the Obligor of such Collateral Debt Obligation of less than 1.0 or that is expected to be less than 0.85 times the current year's projected cash flow interest coverage ratio.

"**Credit Improved Obligation**" means any Collateral Debt Obligation which, in the Investment Manager's reasonable commercial judgment, has significantly improved in credit quality since it was

acquired by the Issuer which may, but need not be, evidenced by satisfaction of one or more of the Credit Improved Obligation Criteria.

"**Credit Improved Obligation Criteria**" means the criteria that will be met in respect of a Collateral Debt Obligation if any of the following apply to such Collateral Debt Obligation, as determined by the Investment Manager in its discretion:

(a) the Sale Proceeds (excluding Sale Proceeds that constitute Interest Proceeds) of such Collateral Debt Obligation would be at least 101.0 per cent. of the purchase price paid by the Issuer at the time of its acquisition;

(b) if such Collateral Debt Obligation is a loan obligation, or floating rate note, the price of such loan obligation has changed during the period from the date on which the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation to the proposed sale date by a percentage either at least 0.25 per cent. more positive, or 0.25 per cent. less negative, as the case may be, than the percentage change in the average price of the applicable Eligible Loan Index or Eligible Bond Index (as applicable) over the same period;

(c) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation which is a bond or security, the price of such obligation has changed since the date the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by a percentage either at least 1.0 per cent. more positive or at least 1.0 per cent. less negative than the percentage change in the Eligible Bond Index over the same period, as determined by the Investment Manager;

(d) if such Collateral Debt Obligation is a loan obligation, the spread over the applicable reference rate for such Collateral Debt Obligation has been decreased in accordance with the underlying Collateral Debt Obligation since the date the Issuer or the Investment Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by:

  (i) 0.25 per cent. or more (in the case of a loan obligation with a spread (prior to such decrease) less than or equal to 2.0 per cent.);

  (ii) 0.375 per cent. or more (in the case of a loan obligation with a spread (prior to such decrease) greater than 2.0 per cent. but less than or equal to 4.0 per cent.); or

  (iii) 0.50 per cent. or more (in the case of a loan obligation with a spread (prior to such decrease) greater than 4.0 per cent.),

  due, in each case, to an improvement in the Obligor's financial ratios or financial results;

(e) if such Collateral Debt Obligation has a projected cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Investment Manager) of the Obligor of such Collateral Debt Obligation that is expected to be more than 1.15 times the previous year's projected cash flow interest coverage ratio; or

(f) the Obligor of such Collateral Debt Obligation since the date on which such Collateral Debt 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.

"**CRS**" means the common reporting standard more fully described as the Standard for Automatic Exchange of Financial Account Information in Tax Matters approved on 15 July 2014 by the Council

of the Organisation for Economic Cooperation and Development and any treaty, law or regulation of any jurisdiction which facilitates the implementation of that reporting standard including the provisions of European Union Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("**DAC II**").

"**Current Pay Obligation**" means any Collateral Debt Obligation (other than a Corporate Rescue Loan) 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 the Investment Manager believes, in its reasonable business judgment, that:

(a) the Obligor of such Collateral Debt Obligation will continue to make scheduled payments of interest thereon and will pay the principal thereof by maturity or as otherwise contractually due;

(b) if the Obligor is subject to a bankruptcy or insolvency proceedings, a bankruptcy court has authorised all payments when due thereunder; and

(c) the Collateral Debt Obligation has a Market Value of at least 80.0 per cent. of its current Principal Balance,

provided, *however*, that to the extent the Aggregate Principal Balance of all Collateral Debt Obligations that would otherwise be Current Pay Obligations exceeds 5.0 per cent. of the Aggregate Collateral Balance (for which purpose, the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value), such excess over 5.0 per cent. will constitute Defaulted Obligations; *provided*, *further*, that in determining which of the Collateral Debt Obligations will be included in such excess, the Collateral Debt Obligations (or any part of a Collateral Debt Obligation) with the lowest Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligation) will be deemed to constitute such excess.

"**Custody Account**" means the securities account or accounts (and the related cash account or accounts) held and administered on the books of the Custodian in accordance with the provisions of the Agency Agreement.

"**Declared Principal Proceeds Loss Mitigation Obligations**" means any Loss Mitigation Obligation purchased with Interest Proceeds or amounts standing to the credit of the Collateral Enhancement Account in accordance with the terms hereof, and in respect of which the Investment Manager has declared (or shall be deemed or have declared), subject to and in accordance with the Investment Management and Collateral Administration Agreement, that such Loss Mitigation Obligation is to be a Declared Principal Proceeds Loss Mitigation Obligation.

"**Defaulted Deferring Mezzanine Obligation**" means a Mezzanine Obligation which by its contractual terms provides for the deferral of interest and is a Defaulted Obligation.

"**Defaulted Hedge Termination Payment**" means any amount payable, including any due and unpaid scheduled amounts thereunder, by the Issuer to a Hedge Counterparty upon termination of any Hedge Transaction in respect of which the Hedge Counterparty was either:

(a) the "Defaulting Party" (as defined in the applicable Hedge Agreement); or

(b) the sole "Affected Party" (as defined in the applicable Hedge Agreement) in respect of:

(i) any termination event, howsoever described, in each case resulting from a ratings downgrade of the Hedge Counterparty and/or its failure or inability to take any

specified curative action within any specified period within the applicable Hedge Agreement; or

(ii) a termination event that is a "Tax Event Upon Merger" (as defined in the applicable Hedge Agreement).

"**Defaulted Mezzanine Excess Amounts**" means the lesser of:

(a) the greater of:

(i) zero; and

(ii) the aggregate of all recoveries (including by way of sale proceeds) in respect of each Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation, *minus* the sum of the principal amount of such Mezzanine Obligation outstanding immediately prior to receipt of such amounts plus any Purchased Accrued Interest relating thereto; and

(b) all deferred interest paid in respect of each such Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation, *minus* any Purchased Accrued Interest relating thereto.

"**Defaulted Obligation**" means a Collateral Debt Obligation as determined by the Investment Manager:

(a) in respect of which there has occurred and is continuing a default with respect to the payment of interest or principal, disregarding any grace periods applicable thereto *provided* that in the case of any Collateral Debt Obligation in respect of which the Investment Manager has confirmed to the Trustee in writing that, to the knowledge of the Investment Manager, such default has resulted from non-credit related causes, such Collateral Debt Obligation shall not constitute a "Defaulted Obligation" for the greater of:

(i) five (5) Business Days;

(ii) seven (7) calendar days; or

(iii) any grace period applicable thereto,

in each case which default entitles the holders thereof, with notice or passage of time or both, to accelerate the maturity of all or a portion of the principal amount of such obligation, but only until such default has been cured;

(b) in respect of which any bankruptcy, insolvency or receivership proceeding has been initiated in connection with the Obligor of such Collateral Debt Obligation and, to the knowledge of the Investment Manager, such proceedings have not been stayed or dismissed (*provided* that a Collateral Debt Obligation shall not constitute a Defaulted Obligation under this paragraph (b) if it is a Current Pay Obligation);

(c) in respect of which the Investment Manager has actual knowledge that the Obligor thereunder is in default as to payment of principal and/or interest on another of its obligations, save for obligations constituting trade debts which the applicable Obligor is disputing in good faith, (and such default has not been cured) but only if:

(i) both such other obligation and the Collateral Debt Obligation are full recourse, unsecured obligations;

(ii) the security interest securing the other obligation is senior to, or *pari passu* with, the security interest securing the Collateral Debt Obligation; and

(iii) the holders of such obligation have accelerated the maturity of all or a portion of such obligation;

(d) which has (i) a S&P Rating equal to or less than "CC" or below; or (ii) a Fitch Rating of equal to or less than "CC", in either case, had such rating immediately prior to it being withdrawn by S&P or Fitch, as applicable;

(e) such Collateral Debt Obligation is *pari passu* or subordinated in right of payment as to the payment of principal and/interest to another debt obligation of the same Obligor which has: (i) a S&P Rating of "CC" or below or (ii) a Fitch Rating of "CC" or below, or had such rating before such rating was withdrawn *provided* that both the Collateral Debt Obligation and such other debt obligation are full recourse obligations of the applicable issuer or secured by the same collateral;

(f) which the Investment Manager, acting on behalf of the Issuer, determines in its reasonable business judgment should be treated as a Defaulted Obligation;

(g) which would be treated as a Current Pay Obligation except that such Collateral Debt Obligation would result in the Aggregate Collateral Balance of all Collateral Debt Obligations (excluding any Defaulted Obligations) which constitute Current Pay Obligations exceeding 5.0 per cent. of the Aggregate Collateral Balance *provided* that in determining which Collateral Debt Obligations which shall be included as Defaulted Obligations in the event the Aggregate Principal Balance of Current Pay Obligations would exceed 5.0 per cent. of the Aggregate Collateral Balance (for which purpose, the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value), the Collateral Debt Obligations with the lowest Market Value shall constitute Defaulted Obligations;

(h) if the Obligor thereof offers holders of such Collateral Debt Obligation a new security, obligation or package of securities or obligations that amount to a diminished financial obligation (such as preferred or common stock, or debt with a lower coupon or par amount) of such Obligor and in the reasonable business judgement of the Investment Manager, such offer has the apparent purpose of helping the Obligor avoid default; *provided*, *however*, that such obligation will cease to be a Defaulted Obligation under this paragraph (h) if such new obligation is:

(i) a Restructured Obligation; and

(ii) such Restructured Obligation does not otherwise constitute a Defaulted Obligation pursuant to any other paragraph of the definition hereof; or

(i) in respect of a Collateral Debt Obligation that is a Participation:

(i) the Selling Institution has defaulted in respect of any of its payment obligations under the terms of such Participation;

(ii) the obligation which is the subject of such Participation would constitute a Defaulted Obligation; or

(iii) other than prior to the Effective Date, the Selling Institution has (x) a S&P Rating of "CC" (or below) or in either case had such rating prior to the withdrawal of its S&P

Rating or (y) a Fitch Rating of "CC" or below, or in either case had such rating prior to withdrawal of its Fitch Rating;

provided that:

(A) any Collateral Debt Obligation shall cease to be a Defaulted Obligation on the date such obligation no longer satisfies this definition of "Defaulted Obligation";

(B) a Collateral Debt Obligation which is a Corporate Rescue Loan or Uptier Priming Debt (other than any Uptier Priming Debt which is a Current Pay Obligation) shall constitute a Defaulted Obligation if such Corporate Rescue Loan or Uptier Priming Debt (other than any Uptier Priming Debt which is a Current Pay Obligation) satisfies this definition of "Defaulted Obligation"; *provided* that a Corporate Rescue Loan that satisfies only paragraph (b) and/or paragraph (h) of this definition of "Defaulted Obligation" shall not constitute a Defaulted Obligation;

(C) a Collateral Debt Obligation which is a Current Pay Obligation shall not constitute a Defaulted Obligation (other than as provided in sub-paragraph (g) above); and

(D) a Collateral Debt Obligation shall not constitute a "Defaulted Obligation" under paragraph (b) of the definition hereof or paragraph (c) if the Investment Manager has notified the Rating Agencies in writing of its decision not to treat the Collateral Debt Obligation as a Defaulted Obligation.

"**Defaulted Obligation Excess Amounts**" means in respect of a Defaulted Obligation, the greater of:

(a) zero; and

(b) the aggregate of all recoveries (including by way of sale proceeds) in respect of such Defaulted Obligation for so long as it is a Defaulted Obligation, *minus* the sum of the Principal Balance of such Defaulted Obligation outstanding immediately prior to receipt of such amounts plus any Purchased Accrued Interest relating thereto.

"**Deferred Interest**" has the meaning given thereto in Condition 6(c)(i) (*Deferred Interest*).

"**Deferred Senior Investment Management Amounts**" has the meaning given thereto in Condition 3(c)(i) (*Application of Interest Proceeds*).

"**Deferred Subordinated Investment Management Amounts**" has the meaning given thereto in Condition 3(c)(i) (*Application of Interest Proceeds*).

"**Deferring Security**" means a PIK Security that is deferring the payment of the current cash interest due thereon and has been so deferring the payment of such interest due thereon, for the shorter of two consecutive accrual periods or one year which deferred capitalised interest has not, as of the date of determination, been paid in cash.

"**Definitive Certificate**" means a certificate representing one or more Notes in dematerialised, definitive, fully registered, form.

"**Delayed Drawdown Collateral Debt Obligation**" means a Collateral Debt Obligation (other than a Non-Euro 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; and

(c) does not permit the re-borrowing of any amount previously repaid;

but any such Collateral Debt Obligation will be a Delayed Drawdown Collateral Debt Obligation only: (i) until all commitments to make advances to the borrower expire or are terminated or reduced to zero; (ii) where the making of any advance to the borrower by or on behalf of the Issuer would not cause the Issuer to breach any law or regulation in its jurisdiction or that of the borrower and (iii) where the underlying borrower cannot transfer its rights and obligations to another entity without the Issuer's consent, *provided* that a Collateral Debt Obligation shall not be deemed to be a Delayed Drawdown Collateral Debt Obligation solely due to the fact that it is part of a new issuance which has not yet been funded as a result of a delay arising from compliance with regulatory requirements, including the requirement to obtain competition clearances.

"**Determination Date**" means the last Business Day of each Due Period, or if any redemption of the Notes occurs, following the occurrence of an Event of Default, five (5) Business Days prior to the applicable Redemption Date.

"**Discount Obligation**" means any Collateral Debt Obligation that is not a Swapped Non-Discount Obligation and that the Investment Manager determines:

(a) in the case of any Floating Rate Collateral Debt Obligations, is acquired by the Issuer for a purchase price of less than the lower of: (i) 80.0 per cent. of the Principal Balance of such Collateral Debt Obligation; and (ii) the price of the Eligible Loan Index as of the relevant date of determination; *provided* that such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value of such Collateral Debt Obligation, as determined for any period of 30.0 consecutive days since the acquisition by the Issuer of such Collateral Debt Obligation equals or exceeds 90.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or

(b) in the case of any Fixed Rate Collateral Debt Obligation, is acquired by the Issuer for a purchase price of less than the lower of: (i) 75.0 per cent. of the Principal Balance of such Collateral Debt Obligation; and (ii) the price of the Eligible Bond Index as of the date of determination; *provided* that such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value of such Collateral Debt Obligation, as determined for any period of 30.0 consecutive days since the acquisition by the Issuer of such Collateral Debt Obligation, equals or exceeds 85.0 per cent. of the Principal Balance of such Collateral Debt Obligation.

"**Distribution**" means any payment of principal or interest or any dividend or premium or other amount (including any proceeds of sale) or asset paid or delivered on or in respect of any Collateral Debt Obligation, any Collateral Enhancement Obligation, any Eligible Investment, any Loss Mitigation Obligation or any Exchanged Equity Security (or under or in respect of any Hedge Agreement in respect thereof), as applicable.

"**Dodd-Frank Act**" means the Dodd-Frank Wall Street Reform and Consumer Protection Act of 21 July 2010.

"**Domicile**" or "**Domiciled**" means with respect to any Obligor with respect to a Collateral Debt Obligation:

(a) except as provided in paragraph (b) or (c) below, its country of organisation or incorporation; or

(b) the jurisdiction and the country in which, in the Investment Manager's reasonable judgment, a substantial portion of such Obligor's operations are located or from which a substantial portion of its revenue is derived, in each case directly or through subsidiaries (which shall be any jurisdiction and country known at the time of designation by the Investment Manager to be the source of the largest portion of revenues, if any, of such Obligor); or

(c) at the election of the Investment Manager, notwithstanding paragraph (a) and (b) above, the jurisdiction and the country in which, in the Investment Manager's reasonable determination, the relevant Obligor is treated as being resident for the purposes of income taxation.

"**Due Diligence Requirements**" means the EU Due Diligence Requirements and the UK Due Diligence Requirements.

"**Due Period**" means, with respect to any Payment Date, the period commencing on and including the day immediately following the eighth Business Day prior to the preceding Payment Date (or on the Issue Date, in the case of the Due Period relating to the first Payment Date) and ending on and including the eighth Business Day prior to such Payment Date (or, in the case of the Due Period applicable to the Payment Date which is the Redemption Date of any Notes, ending on and including the Business Day preceding such Payment Date).

"**Effective Date**" means the earlier of:

(a) the date designated for such purpose by the Investment Manager by written notice to the Trustee, the Issuer, the Rating Agencies and the Collateral Administrator pursuant to the Investment Management and Collateral Administration Agreement, subject to the Effective Date Determination Requirements having been satisfied; and

(b) 20 March 2025 (or, if such day is not a Business Day, the next following Business Day).

"**Effective Date Determination Requirements**" means, as at the Effective Date, (i) each of the Portfolio Profile Tests (save for the Portfolio Profile Tests set out in paragraphs (i) and (j) thereof), the Collateral Quality Tests and the Coverage Tests (save for the Interest Coverage Tests) being satisfied on such date and (ii) the Issuer having acquired or having entered into binding commitments to acquire Collateral Debt Obligations (A) the Aggregate Principal Balance of which equals or exceeds the Target Par Amount by such date (provided that, for the purposes of determining the Aggregate Principal Balance as provided above, (I) the Principal Balance of any Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value and (II) any repayments or prepayments of any Collateral Debt Obligations subsequent to the Issue Date shall be disregarded (to the extent such repayments or prepayments are not subsequently reinvested)) and (B) the Aggregate Collateral Balance (provided that, for the purposes of determining the Aggregate Collateral Balance, the Principal Balance of any Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value) of which equals or exceeds the Target Par Amount by such date.

"**Effective Date Non-Model CDO Monitor Test**" means the S&P CDO Monitor Test, subject to the following analytical adjustments:

(a) for the purposes of the Weighted Average Spread, the calculation of the Aggregate Funded Spread shall be unadjusted by any EURIBOR floors that are greater than zero applicable to Floating Rate Collateral Debt Obligations; and

(b) for the purposes of the S&P CDO Monitor Adjusted BDR, Principal Proceeds or any amounts standing to the credit of the Unused Proceeds Account which (i) are designated as Interest Proceeds on the Effective Date and (ii) the Investment Manager intends to designate as Interest Proceeds up to the second Payment Date after the Effective Date shall, in each case, be excluded,

provided that such test shall only be satisfied if the Investment Manager:

(i) has certified to S&P that the Effective Date Determination Requirements have been satisfied and the Effective Date Report has been published;

(ii) has certified to S&P that it has run the S&P CDO Monitor Test in accordance with paragraphs (a) and (b) above and that such test is satisfied; and

(iii) has provided S&P with an electronic copy of the Portfolio used to generate the passing test results and an electronic copy of the Effective Date Report.

"**Effective Date Rating Event**" means:

(a) the Effective Date Determination Requirements not having been satisfied as at the Effective Date (unless Rating Agency Confirmation is received in respect of such failure to satisfy any of the Effective Date Determination Requirements) and either:

(i) the failure by the Investment Manager (acting on behalf of the Issuer) to present a Rating Confirmation Plan to the Rating Agencies; or

(ii) the Investment Manager (acting on behalf of the Issuer) does present a Rating Confirmation Plan to the Rating Agencies but Rating Agency Confirmation from each Rating Agency is not received for the Rating Confirmation Plan; or

(b) the Effective Date S&P Condition not being satisfied and, following a request therefor from the Investment Manager after the Effective Date, Rating Agency Confirmation from S&P not having been received,

provided that any downgrade or withdrawal of any of the Initial Ratings of the Notes which is not directly related to a request for confirmation thereof or which occurs after confirmation thereof by the Rating Agencies shall not constitute an Effective Date Rating Event.

"**Effective Date Report**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Effective Date S&P Condition**" means a condition that will be satisfied if, on or after the Effective Date:

(a) the Effective Date Non-Model CDO Monitor Test is satisfied; or

(b) S&P has provided a Rating Agency Confirmation to the Issuer (or has been deemed to provide such confirmation) and the Investment Manager, confirming its initial rating of each Class of Notes and the Issuer or the Investment Manager has informed the Trustee that such confirmation has been made,

provided that the Effective Date S&P Condition will be deemed to be satisfied if S&P makes a public announcement or informs the Issuer and the Investment Manager in writing (including by way of email notification or a press release) that (i) it believes satisfaction of the Effective Date S&P Condition is not required or (ii) its practice is not to give such confirmation and provided further that the Issuer or the Investment Manager has informed the Trustee that such notification in writing has been received.

"**Electronic Resolution**" has the meaning given in Condition 14(b)(vi) (*Electronic Resolutions*).

"**Eligibility Criteria**" means the Eligibility Criteria specified in the Investment Management and Collateral Administration Agreement which are required to be satisfied in respect of each Collateral Debt Obligation acquired by the Investment Manager (on behalf of the Issuer) at the time of entering into a binding commitment to acquire such obligation, *provided* that (a) Issue Date Collateral Debt Obligations must satisfy the Eligibility Criteria on the Issue Date, (b) Loss Mitigation Obligations are not required to satisfy the Eligibility Criteria at the time of entering into a binding commitment to acquire such Loss Mitigation Obligation, but must satisfy the Eligibility Criteria when designated as a Collateral Debt Obligation and (c) Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor) must only satisfy the Restructured Obligation Criteria on the applicable Restructuring Date.

"**Eligible Bond Index**" means Markit iBoxx EUR High Yield Index, Credit Suisse Western European Leveraged Loan Index (non-U.S. dollars) or any other similarly internationally recognised or comparable index elected by the Investment Manager and notified in writing to the Trustee, the Collateral Administrator and each Rating Agency.

"**Eligible Investments**" means any investment denominated in Euro that is one or more of the following obligations or securities (other than obligations or securities which are zero coupon obligations or securities), including, without limitation, any Eligible Investments for which the Agents, the Trustee or the Investment Manager, any Investment Manager Related Person, or an Affiliate of any of them provides services:

(a) direct obligations of, and obligations the timely payment of principal of and interest under which is fully and expressly guaranteed (such guarantee to comply with the relevant Fitch and S&P criteria on guarantees), by, a Qualifying Country or any agency or instrumentality of a Qualifying Country, the obligations of which are fully and expressly guaranteed by a Qualifying Country (provided such guarantee satisfies the then current Fitch and S&P guarantee criteria) in each case satisfying the Eligible Investments Minimum Rating;

(b) demand and time deposits in, certificates of deposit of and bankers' acceptances issued by any depository institution (including the Account Bank) or trust company incorporated under the laws of a Qualifying Country with, in each case, a maturity of no more than 90 days or, following the occurrence of a Frequency Switch Event, 180 days and subject to supervision and examination by governmental banking authorities so long as the commercial paper and/or the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution in a holding company system, the commercial paper or debt obligations of such holding company) and such depository institution or trust company at the time of such investment or contractual commitment have a rating of not less than the applicable Eligible Investment Minimum Rating;

(c) subject to receipt of Rating Agency Confirmation related thereto, unleveraged repurchase obligations with respect to:

(i) any obligation described in paragraph (a) above; or

(ii) any other security issued or guaranteed by an agency or instrumentality of a Qualifying Country, in either case entered into with a depository institution or trust company (acting as principal) described in paragraph (b) above or entered into with a corporation (acting as principal) whose debt obligations are rated not less than the applicable Eligible Investments Minimum Rating at the time of such investment (and such guarantee, if applicable, complies with the relevant S&P criteria on guarantees);

(d) securities bearing interest or sold at a discount to the face amount thereof issued by any corporation incorporated under the laws of a Qualifying Country that have a credit rating of not less than the Eligible Investments Minimum Rating at the time of such investment or contractual commitment providing for such investment;

(e) commercial paper or other short-term obligations having, at the time of such investment, a credit rating of not less than the applicable Eligible Investments Minimum Rating and that either are bearing interest or are sold at a discount to the face amount thereof and have a maturity of not more than 92 days or, following the occurrence of a Frequency Switch Event, 183 days from their date of issuance;

(f) funds investing in the money markets rated, at all times, "AAAmmf" by Fitch, and "AAAm" by S&P, *provided* that such funds issue shares, units or participations that may be lawfully acquired in Ireland; and

(g) any other investment similar to those described in paragraphs (a) to (f) (inclusive) above:

(i) in respect of which Rating Agency Confirmation has been received as to its inclusion in the Portfolio as an Eligible Investment; and

(ii) which has, in the case of an investment with a maturity of longer than 91 calendar days, a long-term credit rating not less than the applicable Eligible Investments Minimum Rating,

and, in each case, such instrument or investment provides for payment of a pre-determined fixed amount of principal on maturity that is not subject to change (other than, subject to the below, in respect of a Principal Reduction) and either:

(a) has a Stated Maturity (giving effect to any applicable grace period) no later than the Business Day immediately preceding the next following Payment Date; or

(b) is capable of being liquidated on demand without penalty and having a remaining maturity of less than 366 calendar days,

provided, *however*, that Eligible Investments shall not include any mortgage backed security, interest only security, obligations rated with a "r", "L", "p", "prelim", "t", "cir", "f", "srp", "srb", "srs", "(sf)" or "m" (other than "AAAm") subscript by Fitch or S&P (provided that the Issuer or the Investment Manager (acting on behalf of the Issuer) may agree to acquire an obligation rated with a "prelim" subscript by Fitch or S&P, so long as at the time the purchase of such obligation settles, the "prelim" subscript is no longer applicable to such obligation), security subject to withholding or similar taxes, any security purchased at a price in excess of 100.0 per cent. of par, or any security whose repayment is subject to substantial non-credit related risk (as determined by the Investment Manager in its discretion) and only assets which are "qualifying assets" within the meaning of Section 110 of the TCA may constitute Eligible Investments.

An instrument or investment that the Investment Manager determines, having made reasonable enquiries and acting in accordance with the standard of care required under the Investment Management and Collateral Administration Agreement, may be subject to a Principal Reduction during the Due Period in which such instrument or investment is to be acquired or made, may only be acquired or made as an Eligible Investment if:

(a) the Issuer (or the Investment Manager acting on its behalf) has made a decision to invest in such instrument or investment, having reviewed the terms relating to the applicable Principal Reduction;

(b) such investment has a Stated Maturity (giving effect to any applicable grace period) no later than the Business Day immediately preceding the next following Payment Date; and

(c) the Investment Manager in its reasonable determination anticipates that the amount standing to the credit of the Principal Reduction Reserve Account at the time of investment will be sufficient to cover any such Principal Reduction (together with all other anticipated Principal Reductions in respect of Eligible Investments for such Due Period).

"**Eligible Investments Minimum Rating**" means:

(a) for so long as any Notes rated by S&P is Outstanding:

  (i) in the case of Eligible Investments with a maturity of more than 60 calendar days:

    (A) a long-term senior unsecured debt or issuer (as applicable) credit rating of at least "AA-" from S&P; or

    (B) a short-term senior unsecured debt or issuer credit rating of at least "A-1+" from S&P; or

    (C) a money market fund rating of "AAAm" from S&P; or

  (ii) a short term debt or issuer (as applicable) credit rating of at least "A-1" from S&P in the case of Eligible Investments with a maturity of 60 calendar days or less.

(b) for so long as any Notes rated by Fitch is Outstanding:

  (i) in the case of Eligible Investments with a Stated Maturity of more than 30 calendar days:

    (A) a long-term senior unsecured debt or issuer (as applicable) default rating of at least "AA-" from Fitch; and/or

    (B) a short-term senior unsecured debt or issuer (as applicable) default rating of "F1+" from Fitch; or

    (C) such other ratings as confirmed by Fitch;

  (ii) in the case of Eligible Investments with a Stated Maturity of 30 calendar days or less:

    (A) a long-term senior unsecured debt or issuer (as applicable) default rating of at least "A" from Fitch; or

    (B) a short-term senior unsecured debt or issuer (as applicable) default rating of at least "F1" from Fitch; or

(C) such other ratings as confirmed by Fitch.

"**Eligible Loan Index**" means the Credit Suisse Western European Leveraged Loan Index (non-U.S. dollars), Morningstar European Leveraged Loan Index or any other similarly internationally recognised or comparable index elected by the Investment Manager and notified in writing to the Trustee, the Collateral Administrator and each Rating Agency.

"**EMIR**" means the European Market Infrastructure Regulation (Regulation (EU) No 648/2012) as the same may be amended, varied or substituted from time to time, including any implementing and/or delegated regulation, technical standards and guidance related thereto.

"**Equity Security**" means any security (other than in the nature of debt) that by its terms does not provide for periodic payments of interest at a stated coupon rate and repayment of principal at a stated maturity and any other security that is not eligible for purchase by the Issuer as a Collateral Debt Obligation; it being understood that Equity Securities do not include Collateral Enhancement Obligations and Equity Securities may not be purchased by the Issuer but may be received by the Issuer in exchange for a Collateral Debt Obligation or a portion thereof in connection with an insolvency, bankruptcy, reorganisation, debt restructuring or workout of the issuer or obligor thereof.

"**ERISA**" means the United States Employee Retirement Income Security Act of 1974, as amended.

"**EU CRA Regulation**" means Regulation of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies (as the same may be amended from time to time) including any implementing and/or delegated regulations, technical standards and guidelines relating thereto.

"**EU Due Diligence Requirements**" means the diligence requirements under Article 5 of the EU Securitisation Regulation or any replacement provision included in the EU Securitisation Regulation from time to time.

"**EU Retention Requirements**" means the requirements of Article 6 of the EU Securitisation Regulation, together with any guidance published in relation thereto by ESMA, including any regulatory and/or implementing technical standards, *provided* that any reference to the EU Retention Requirements shall be deemed to include any successor or replacement provisions of Article 6 of the Securitisation Regulation included in any European Union directive or regulation.

"**EU Securitisation Regulation**" means Regulation (EU) 2017/2402 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, in each case as amended, varied or substituted from time to time including any implementing regulation, technical standards and official guidance related thereto, including the Irish STS Regulations, in each case as amended, varied or substituted from time to time.

"**EU Securitisation Regulation Requirements**" means the EU Retention Requirements, the EU Transparency Requirements and the EU Due Diligence Requirements.

"**EU Transparency Requirements**" means the requirements of Article 7 of the EU Securitisation Regulation, together with any guidance published in relation thereto by ESMA, including any regulatory and/or implementing technical standards, *provided* that any reference to the EU Transparency Requirements shall be deemed to include any successor or replacement provisions of Article 7 of the EU Securitisation Regulation included in any European Union directive or regulation.

"**EURIBOR**" means the rate determined in accordance with Condition 6(e) (*Interest on the Rated Notes*):

(a) in the case of the initial Accrual Period, as determined pursuant to a straight line interpolation of the rates applicable to six and twelve month Euro deposits;

(b) in the case of each six month Accrual Period, as applicable to six month Euro deposits or, in the case of the period from, and including, the final Payment Date before the Maturity Date to, but excluding, the Maturity Date, if such first mentioned Payment Date falls on or about 20 July 2037, as applicable to three month Euro deposits; and

(c) at all other times, as applicable to three month Euro deposits.

"**Euro**", "**Euros**", "**euro**" and "**€**" means the lawful currency of the member states of the European Union that have adopted and retain the single currency in accordance with the Treaty establishing the European Community, as amended from time to time; *provided* that if any member state or states ceases to have such single currency as its lawful currency (such member state(s) being the "**Exiting State(s)**"), the euro shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining member states and shall not include any successor currency introduced by the Exiting State(s).

"**Euro zone**" means the region comprised of member states of the European Union that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended.

"**Euroclear**" means Euroclear Bank SA/NV.

"**Euronext Dublin**" means The Irish Stock Exchange plc trading as Euronext Dublin.

"**Event of Default**" means each of the events defined as such in Condition 10(a) (*Events of Default*).

"**Excess CCC Adjustment Amount**" means, as of any date of determination, an amount equal to the excess, if any, of:

(a) the Aggregate Principal Balance of all Collateral Debt Obligations included in the CCC Excess; over

(b) the aggregate for all Collateral Debt Obligations included in the CCC Excess, of the product of (i) the Market Value of such Collateral Debt Obligation and (ii) its Principal Balance, in each case of such Collateral Debt Obligation.

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended.

"**Exchanged Equity Security**" means an equity security which is not a Collateral Enhancement Obligation or a Loss Mitigation Obligation and which is delivered to the Issuer upon acceptance of an Offer in respect of a Defaulted Obligation or received by the Issuer as a result of restructuring of the terms in effect as of the later of (a) the Issue Date and (b) the date of issuance of the relevant Collateral Debt Obligation.

"**Exchanged Obligation**" means a Defaulted Obligation or Credit Impaired Obligation, exchanged as part of a Bankruptcy Exchange.

"**Expense Reserve Account**" means an account in the name of the Issuer so entitled and held by the Account Bank.

"**Extended Loss Mitigation Obligation**" means a Loss Mitigation Obligation which is scheduled to mature after the Maturity Date.

"**Extraordinary Resolution**" means an extraordinary resolution as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

"**FATCA**" means:

(a) Sections 1471 to 1474 of the Code or any associated regulations or other official guidance;

(b) any intergovernmental agreement between the United States and any other jurisdiction and any treaty, law, regulation or other official guidance of any other jurisdiction, or relating to such intergovernmental agreement, which (in either case) facilitates the implementation of any law, regulation or official guidance referred to in paragraph (a) above; and

(c) any agreement pursuant to the implementation of any treaty, law, regulation, intergovernmental agreement or official guidance referred to in paragraphs (a) or (b) above with the IRS, the U.S. government or any governmental or taxation authority in any other jurisdiction.

"**First Period Reserve Account**" means the account described as such in the name of the Issuer with the Account Bank.

"**First-Lien Last-Out Loan**" means a loan obligation or Participation in a loan obligation that: (a) by its terms becomes subordinate in right of payment to any other obligation of the Obligor of the loan solely upon the occurrence of a default or event of default by the Obligor of the loan and (b) is secured by a valid perfected first priority security interest or lien in, to or on specified collateral securing the Obligor's obligations under the loan. For the avoidance of doubt, a First-Lien Last-Out Loan shall be treated in all cases as if it is a Second Lien Loan.

"**Fitch**" means Fitch Ratings Limited or any successor or successors thereto.

"**Fitch CCC Obligations**" means all Collateral Debt Obligations, excluding Defaulted Obligations, with a Fitch Rating of "CCC+" or lower.

"**Fitch Collateral Value**" means:

(a) for each Defaulted Obligation, Deferring Security and Long-Dated Restructured Obligation, the lower of:

  (i) its prevailing Market Value; and

  (ii) the relevant Fitch Recovery Rate,

  multiplied by its Principal Balance; or

(b) in the case of any other applicable Collateral Debt Obligation, the relevant Fitch Recovery Rate multiplied by its Principal Balance; or

(c) for each Loss Mitigation Obligation, the lower of:

  (i) its prevailing Market Value; and

  (ii) the relevant Fitch Recovery Rate,

multiplied by its par value, *provided that* if the Market Value cannot be reasonably determined, the Market Value shall be deemed to be for this purpose the relevant Fitch Recovery Rate.

"**Fitch IDR Equivalent**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch IFSR**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Issuer Default Rating**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Maximum Weighted Average Rating Factor Test**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Minimum Weighted Average Recovery Rate Test**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Minimum Weighted Average Spread Test**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Rating**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Rating Mapping Table**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Recovery Rate**" means, in respect of each Collateral Debt Obligation, the recovery rate determined in accordance with the Investment Management and Collateral Administration Agreement or as so advised by Fitch.

"**Fitch Test Matrices**" has the meaning given to it in the Investment Management and Collateral Administration Agreement, and a "**Fitch Test Matrix**" means any one of the Fitch Test Matrices.

"**Fitch Weighted Average Rating Factor**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fitch Weighted Average Recovery Rate Test**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Fixed Rate Collateral Debt Obligation**" means any Collateral Debt Obligation that bears a fixed rate of interest.

"**Fixed Rate Notes**" means any Refinancing Obligations that bear interest at a fixed rate.

"**Floating Rate Collateral Debt Obligation**" means any Collateral Debt Obligation that bears a floating rate of interest.

"**Floating Rate Notes**" means the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and any Refinancing Obligations that bear interest at a floating rate.

"**Floating Rate of Interest**" has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

"**Form Approved Asset Swap**" means an Asset Swap Transaction, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the name and financial aspects of the related Collateral Debt Obligation, the notional amount, the effective date, the termination date

and other related and/or immaterial changes) to a form approved by the Rating Agencies from time to time *provided* that such approval shall be deemed to have been so received in respect of any such form approved by the Rating Agencies prior to the Issue Date unless otherwise notified to the Investment Manager (acting on behalf of the Issuer) by one or both Rating Agencies prior to entering into a new Asset Swap Transaction.

"**Form Approved Hedge Agreement**" means either a Form Approved Asset Swap or a Form Approved Interest Rate Hedge.

"**Form Approved Interest Rate Hedge**" means an Interest Rate Hedge Transaction, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the applicable floating rate index, the notional amount, the effective date, the termination date and other related and/or immaterial changes) to a form approved by the Rating Agencies from time to time *provided* that such approval shall be deemed to have been so received in respect of any such form approved by the Rating Agencies prior to the Issue Date unless otherwise notified to the Investment Manager (acting on behalf of the Issuer) by one or both Rating Agencies that such approval has been withdrawn prior to entering into a new Interest Rate Hedge Transaction.

"**Frequency Switch Event**" shall occur if, on any Frequency Switch Measurement Date, for so long as any Class A Notes or Class B Notes remain Outstanding:

(a) the Investment Manager declares in its sole discretion that a Frequency Switch Event has occurred and the sum of:

(i) the amount determined pursuant to paragraph (c)(i) below (*provided* that scheduled and projected principal payments that become due to be paid in the circumstances described therein shall be deemed to be included in addition to scheduled and projected interest payments); and

(ii) the aggregate of scheduled and projected interest payments (and any commitment fees in respect of Revolving Obligations or Delayed Drawdown Collateral Debt Obligations) which will be accrued but not yet paid as at the end of the immediately following Due Period in respect of each Collateral Debt Obligation that has become a Semi-Annual Obligation within the period described in paragraph (b) below (which, in the case of each such Non-Euro Obligation shall be converted into Euro at the Applicable Exchange Rate), but excluding:

(A) such payments on Defaulted Obligations (other than Current Pay Obligations) and Deferring Securities; and

(B) any such payments as to which the Issuer or the Investment Manager has actual knowledge that such payment will not be made when due,

is equal to or greater than the amount determined pursuant to paragraph (c)(ii) below; or

(b) the Aggregate Principal Balance (determined in accordance with the definition thereof, *provided* that the Principal Balance of each Defaulted Obligation and each Deferring Security shall be excluded) of all Collateral Debt Obligations which have become Semi-Annual Obligations in the Due Period ending on such Frequency Switch Measurement Date as a result of the change in the frequency of interest payment on such Collateral Debt Obligations, is equal to or greater than 20.0 per cent. of the Aggregate Collateral Balance (the Aggregate Collateral Balance being determined in accordance with the definition thereof, *provided* that the Principal

Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value); and

(c) the ratio (expressed as a percentage) obtained by dividing:

(i) the sum of:

(A) the aggregate of scheduled and projected interest payments (and any commitment fees in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations) which will be due to be paid on each Collateral Debt Obligation during the immediately following Due Period (which, in the case of each such Non-Euro Obligation shall be converted into Euro at the Applicable Exchange Rate) but excluding:

(1) such payments on Defaulted Obligations (other than Current Pay Obligations) and Deferring Securities; and

(2) any such payments as to which the Issuer or the Investment Manager has actual knowledge that such payment will not be made when due;

(3) any such payments which will be paid into the Interest Smoothing Account at the end of the immediately following Due Period; and

(B) the Balance standing to the credit of the Interest Smoothing Account on the Business Day following such Frequency Switch Measurement Date (on the assumption that no Frequency Switch Event shall have occurred on such Frequency Switch Measurement Date and the Investment Manager has credited the applicable Interest Smoothing Amount to the Interest Smoothing Account from the Interest Account on the Business Day following such Frequency Switch Measurement Date pursuant to Condition 3(j)(xiii) (*Interest Smoothing Account*));

by

(ii) the sum of the scheduled Interest Amounts which will fall due on the Class A Notes and the Class B Notes on the second Payment Date following such Frequency Switch Measurement Date and all amounts which the Investment Manager in its commercially reasonable judgment determines will fall due and payable pursuant to paragraphs (A) to (F) of the Interest Proceeds Priority of Payments on such Payment Date,

is less than 120.0 per cent.; and

(d) the sum of:

(i) the amount determined pursuant to paragraph (c)(i) above (*provided* that scheduled and projected principal payments that become due to be paid in the circumstances described therein shall be deemed to be included in addition to scheduled and projected interest payments); and

(ii) the aggregate of scheduled and projected interest payments (and any commitment fees in respect of Revolving Obligations or Delayed Drawdown Collateral Debt Obligations) which will be accrued but not yet paid as at the end of the immediately following Due Period in respect of each Collateral Debt Obligation that has become a Semi-Annual Obligation within the period described in paragraph (b) above (which, in

the case of each such Non-Euro Obligation shall be converted into Euro at the Applicable Exchange Rate), but excluding:

(A) such payments on Defaulted Obligations (other than Current Pay Obligations) and Deferring Securities; and

(B) any such payments as to which the Issuer or the Investment Manager has actual knowledge that such payment will not be made when due,

is equal to or greater than the amount determined pursuant to paragraph (c)(ii) above, with the projected interest amounts described above being calculated in respect of such Frequency Switch Measurement Date on the basis of the following assumptions:

(x) in respect of each Floating Rate Collateral Debt Obligation, projected interest payable on such Floating Rate Collateral Debt Obligation on each future payment date thereunder during the immediately following Due Period shall be determined based on the applicable base rate and applicable margin pursuant to the relevant Underlying Instrument as determined as at such Frequency Switch Measurement Date;

(y) the frequency of interest payments on each Collateral Debt Obligation shall not change following such Frequency Switch Measurement Date; and

(z) EURIBOR for the purposes of calculating Interest Amounts in respect of the Class A Notes and the Class B Notes at all times following such Frequency Switch Measurement Date shall be equal to EURIBOR as determined as at such Frequency Switch Measurement Date.

"**Frequency Switch Measurement Date**" means each Determination Date from (and including) the Determination Date immediately preceding the second Payment Date, *provided* that following the occurrence of a Frequency Switch Event, no further Frequency Switch Measurement Date shall occur.

"**Funded Amount**" means, with respect to any Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation at any time, the aggregate principal amount of advances or other extensions of credit to the extent funded thereunder by the Issuer that are outstanding at such time.

"**Global Certificate**" means, together, the permanent global certificates representing the Regulation S Notes and the permanent global certificates representing the Rule 144A Notes.

"**Global Exchange Market**" means the Global Exchange Market of Euronext Dublin.

"**Hedge Agreement**" means any Interest Rate Hedge Agreement or any Asset Swap Agreement, as applicable.

"**Hedge Counterparty**" means any Interest Rate Hedge Counterparty or Asset Swap Counterparty, as applicable.

"**Hedge Replacement Payment**" means any Interest Rate Hedge Replacement Payment or Asset Swap Replacement Payment, as applicable.

"**Hedge Replacement Receipt**" means any Interest Rate Hedge Replacement Receipt or Asset Swap Replacement Receipt, as applicable.

"**Hedge Termination Account**" means the account (or accounts) of the Issuer with the Account Bank into which Hedge Termination Receipts and Hedge Replacement Receipts shall be paid, which account (or accounts) shall be maintained in each relevant currency in relation to the Asset Swap Transactions.

"**Hedge Termination Payment**" means any Interest Rate Hedge Termination Payment or Asset Swap Termination Payment, as applicable.

"**Hedge Termination Receipt**" means any Interest Rate Hedge Termination Receipt or Asset Swap Termination Receipt, as applicable.

"**Hedge Transaction**" means any Interest Rate Hedge Transaction or Asset Swap Transaction, as applicable, and "**Hedge Transactions**" means any of them.

"**High Yield Bond**" means a debt security which, on acquisition by the Issuer, is either rated below investment grade by at least one internationally recognised credit rating agency (*provided* that, if such debt security is, at any time following acquisition by the Issuer, no longer rated by at least one internationally recognised credit rating agency as below investment grade it will not, as a result of such change in rating, fall outside this definition) or which is a high yielding debt security, in each case as determined by the Investment Manager, excluding any debt security which is secured directly on, or represents the ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including, without limitation, collateralised bond obligations, collateralised loan obligations or any similar security and which is not a Secured Senior Bond.

"**IM Removal Resolution**" means any Resolution, vote, written direction or consent of the Noteholders in relation to the removal of the Investment Manager in accordance with the Investment Management and Collateral Administration Agreement.

"**IM Replacement Resolution**" means any Resolution, vote, written direction or consent of the Noteholders in relation to the appointment of a successor Investment Manager or any assignment, transfer or delegation by the Investment Manager of its rights or obligations, in each case, in accordance with the Investment Management and Collateral Administration Agreement.

"**Incentive Investment Management Fee**" means the fee payable to the Investment Manager pursuant to the Investment Management and Collateral Administration Agreement in an amount (exclusive of any applicable VAT), as determined by the Collateral Administrator, equal to the amount specified at paragraph (DD) of the Interest Proceeds Priority of Payments, paragraph (U) of the Principal Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments *provided* that such amount will only be payable to the Investment Manager if the Incentive Investment Management Fee IRR Threshold has been reached.

"**Incentive Investment Management Fee IRR Threshold**" means the threshold which will have been reached on the relevant Payment Date if the Subordinated Notes Outstanding have received an IRR of at least 12.0 per cent. on the Principal Amount Outstanding of the Subordinated Notes as of the first day of the Due Period preceding such Payment Date (after giving effect to all payments in respect of the Subordinated Notes made following the Issue Date and to be made on such Payment Date).

"**Incurrence Covenant**" means a covenant by any Obligor to comply with one or more financial covenants only upon the occurrence of certain actions of the Obligor, including a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

"**Ineligible Portfolio Obligation**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Initial Investment Period**" means the period from, and including, the Issue Date to, but excluding, the Effective Date.

"**Initial Ratings**" means in respect of any Class of Notes and any Rating Agency, the ratings assigned to such Class of Notes by such Rating Agency as at the Issue Date and "**Initial Rating**" means each such rating.

"**Inside Information Report**" means a report in respect of inside information required under Article 7(1)(f) of the Securitisation Regulations.

"**Insolvency Regulations**" has the meaning given to such term in Condition 5(a)(xi)(E) (Covenants of the Issuer).

"**Interest Account**" means an account described as such in the name of the Issuer with the Custodian into which Interest Proceeds are to be paid.

"**Interest Amount**" means:

(a) in the case of the Rated Notes, the amount calculated by the Calculation Agent in accordance with Condition 6(e)(ii) (*Determination of Floating Rate of Interest and Calculation of Interest Amount*); and

(b) in the case of the Subordinated Notes, the amount calculated by the Collateral Administrator in accordance with Condition 6(f) (*Proceeds in Respect of Subordinated Notes)*.

"**Interest Coverage Amount**" means, on any particular Measurement Date (without double counting), the sum of:

(a) the Balance standing to the credit of the Interest Account; *plus*

(b) the scheduled interest payments (and any commitment fees due but not yet received in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations) due but not yet received (in each case regardless of whether the applicable due date has yet occurred) in the Due Period in which such Measurement Date occurs on the Collateral Debt Obligations excluding:

(i) accrued and unpaid interest on Defaulted Obligations (excluding Current Pay Obligations) unless such amounts constitute Defaulted Obligation Excess Amounts (in which case such Defaulted Obligation Excess Amounts shall not form part of the exclusion in this paragraph (b)(i));

(ii) interest on any Collateral Debt Obligation to the extent that such Collateral Debt Obligation does not provide for the scheduled payment of interest in cash;

(iii) any amounts, to the extent that such amounts if not paid, will not give rise to a default under the relevant Collateral Debt Obligation;

(iv) any amounts expected to be withheld at source or otherwise deducted in respect of taxes;

(v) interest on any Deferring Security;

(vi) any scheduled interest payments as to which the Issuer or the Investment Manager has actual knowledge that such payment will not be made; and

(vii) any Purchased Accrued Interest,

provided that, in respect of a Non-Euro Obligation this paragraph (b) shall be deemed to refer to the related Scheduled Periodic Asset Swap Counterparty Payment, subject to the exclusions set out above; *minus*

(A) the amounts payable pursuant to paragraphs (A) to (F) of the Interest Proceeds Priority of Payments on the following Payment Date; *minus*

(B) any of the above amounts that would be payable into the Interest Smoothing Account on the Business Day after the Determination Date at the end of the Due Period in which such Measurement Date falls; *plus*

(C) any amounts that would be payable from the Expense Reserve Account, the Interest Smoothing Account and/or the First Period Reserve Account to the Interest Account in the Due Period relating to such Measurement Date (without double counting any such amounts which have been already transferred to the Interest Account); *plus*

(D) any Scheduled Periodic Interest Rate Hedge Counterparty Payments payable to the Issuer under any Hedge Transaction but to the extent not already included in accordance with paragraph (a) above; *minus*

(E) any interest in respect of a PIK Security that has been deferred (but only to the extent such amount has not already been excluded in accordance with paragraphs (b)(ii) or (iii) above).

For the purposes of calculating any Interest Coverage Amount, the expected or scheduled interest income on Floating Rate Collateral Debt Obligations and Eligible Investments and the expected or scheduled interest payable on any Class of Notes and on any relevant Account shall be calculated using then current interest rates applicable thereto.

"**Interest Coverage Ratio**" means the Class A/B Interest Coverage Ratio, the Class C Interest Coverage Ratio and the Class D Interest Coverage Ratio. For the purposes of calculating an Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the relevant Rated Notes will be calculated using the then current interest rates applicable thereto.

"**Interest Coverage Test**" means the Class A/B Interest Coverage Test, the Class C Interest Coverage Test and the Class D Interest Coverage Test.

"**Interest Determination Date**" means the second Business Day prior to the commencement of each Accrual Period.

"**Interest Proceeds**" means all amounts paid or payable into the Interest Account from time to time and, with respect to any Payment Date, means any Interest Proceeds received or receivable by the Issuer during the related Due Period to be disbursed pursuant to the Interest Proceeds Priority of Payments on such Payment Date, together with any other amounts to be disbursed out of the Payment Account as Interest Proceeds on such Payment Date pursuant to Condition 3(i) (*Accounts*).

"**Interest Proceeds Priority of Payments**" means the priority of payments in respect of Interest Proceeds set out in Condition 3(c)(i) (*Application of Interest Proceeds*).

"**Interest Rate Hedge Agreement**" has the meaning given thereto in the definition of Interest Rate Hedge Transaction.

"**Interest Rate Hedge Counterparty**" means each financial institution with which the Issuer enters into an Interest Rate Hedge Transaction or any permitted assignee or successor thereto under the terms of the related Interest Rate Hedge Transaction and in each case which satisfies the applicable Rating Requirement (taking into account any guarantor thereof), and provided always such financial institution has the regulatory capacity, as a matter of Irish law, to enter into derivatives transactions with Irish residents.

"**Interest Rate Hedge Replacement Payment**" means any amount payable to an Interest Rate Hedge Counterparty by the Issuer upon entry into a Replacement Interest Rate Hedge Transaction which is replacing an Interest Rate Hedge Transaction which was terminated.

"**Interest Rate Hedge Replacement Receipt**" means any amount payable to the Issuer by an Interest Rate Hedge Counterparty upon entry into a Replacement Interest Rate Hedge Transaction which is replacing an Interest Rate Hedge Transaction which was terminated.

"**Interest Rate Hedge Termination Payment**" means the amount payable to an Interest Rate Hedge Counterparty by the Issuer upon termination or modification of an Interest Rate Hedge Transaction pursuant to the relevant Interest Rate Hedge Agreement excluding, for purposes other than payment by the Issuer, any due and unpaid scheduled amounts payable thereunder.

"**Interest Rate Hedge Termination Receipt**" means the amount payable by an Interest Rate Hedge Counterparty to the Issuer upon termination of an Interest Rate Hedge Transaction pursuant to the relevant Interest Rate Hedge Agreement, excluding, for purposes other than payment to the applicable Account to which the Issuer shall credit such amounts, the portion thereof representing any due and unpaid scheduled amounts payable thereunder.

"**Interest Rate Hedge Transaction**" means each interest rate protection transaction, which may be an interest rate swap transaction, an interest rate cap, an interest rate floor transaction, or an asset specific interest rate swap, in each case, entered into under an 1992 ISDA Master Agreement (Multicurrency-Cross Border) or 2002 ISDA Master Agreement (or such other ISDA *pro forma* master agreement as may be published by ISDA from time to time) (together with the schedule relating thereto, the applicable confirmation including any guarantee thereof and any credit support annex entered into pursuant to the terms thereof, and each as amended or supplemented from time to time, an "**Interest Rate Hedge Agreement**"), which is entered into between the Issuer and an Interest Rate Hedge Counterparty for the sole purpose described within this definition.

"**Interest Smoothing Account**" means the account described as such in the name of the Issuer with the Account Bank to which the Issuer will procure amounts are deposited in accordance with Condition 3(j)(xi) (*Interest Smoothing Account*).

"**Interest Smoothing Amount**" means, in respect of each Determination Date on or following the occurrence of a Frequency Switch Event, zero and, in respect of each other Determination Date and for so long as any Rated Notes are Outstanding, an amount equal to the sum of:

(a) (i) 0.5; multiplied *by*

(ii) an amount equal to:

(A) the sum of all payments of interest received during the related Due Period in respect of each Semi-Annual Obligation; *minus*

(B) the sum of all payments of interest scheduled to be received during the immediately following Due Period in respect of each Semi-Annual Obligation (excluding, for the avoidance of doubt, any of the amounts set out under limb (b)(i) to and including (b)(vii) of the Interest Coverage Amount definition);

(b) (i) 0.66; *multiplied by*

(ii) an amount equal to:

(A) the sum of all payments of interest received during the related Due Period in respect of each Annual Obligation with a payment frequency of less than 9 months; *minus*

(B) the sum of all payments of interest scheduled to be received during the two immediately following Due Periods in respect of each such Annual Obligation (excluding, for the avoidance of doubt, any of the amounts set out under limb (b)(i) to and including (b)(vii) of the Interest Coverage Amount definition); and

(c) (i) 0.75; *multiplied by*

(ii) an amount equal to:

(A) the sum of all payments of interest received during the related Due Period in respect of each Annual Obligation with a payment frequency of at least 9 months; *minus*

(B) the sum of all payments of interest scheduled to be received during the three immediately following Due Periods in respect of each such Annual Obligation (excluding, for the avoidance of doubt, any of the amounts set out under limb (b)(i) to and including (b)(vii) of the Interest Coverage Amount definition),

provided that (x) such amount may not be less than zero, (y) following redemption in full of the Rated Notes or if the Aggregate Principal Balance of the sum of the Semi-Annual Obligations and Annual Obligations is less than or equal to 5.0 per cent. of the Aggregate Collateral Balance (and for the purpose of determining the Aggregate Collateral Balance, the Principal Balance of all Defaulted Obligations shall be the lower of its Fitch Collateral Value and its S&P Collateral Value), such amount shall be deemed to be zero and (z) if,

(i) the Interest Smoothing Coverage Ratio is at least 105.0 per cent. but less than 110.0 per cent. and the Aggregate Principal Balance of the sum of the Semi-Annual Obligations and Annual Obligations (excluding Defaulted Obligations) in aggregate do not exceed 7.5 per cent. of the Aggregate Collateral Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be the lower of its Fitch Collateral Value and its S&P Collateral Value);

(ii) the Interest Smoothing Coverage Ratio is at least 110.0 per cent. but less than 115.0 per cent. and the Aggregate Principal Balance of the sum of the Semi-Annual Obligations and Annual Obligations (excluding Defaulted Obligations) in aggregate do not exceed 10.0 per cent. of the Aggregate Collateral Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be the lower of its Fitch Collateral Value and its S&P Collateral Value);

(iii) the Interest Smoothing Coverage Ratio is at least 115.0 per cent. but less than 120.0 per cent. and the Aggregate Principal Balance of the sum of the Semi-Annual Obligations and Annual Obligations (excluding Defaulted Obligations) in aggregate do not exceed 12.5 per cent. of the Aggregate Collateral Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be the lower of its Fitch Collateral Value and its S&P Collateral Value); or

(iv) the Interest Smoothing Coverage Ratio is at least 120.0 per cent. and the Aggregate Principal Balance of the sum of the Semi-Annual Obligations and Annual Obligations (excluding Defaulted Obligations) in aggregate do not exceed 15.0 per cent. of the Aggregate Collateral Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be the lower of its Fitch Collateral Value and its S&P Collateral Value),

such amount shall be deemed to be zero.

"**Interest Smoothing Coverage Amount**" means, on any particular Measurement Date (without double counting), the sum of:

(a) the sum of all scheduled interest payments (including (X) any commitment fees, all amendment and wavier fees, all late payment fees, all syndication fees, delayed compensation and all other fees and commissions, (Y) any amounts which the applicable Obligor or Selling Institution (as applicable) has agreed or is required to pay by way of a gross-up in respect of amounts withheld at source or otherwise deducted in respect of taxes and (Z) any amounts which the Investment Manager reasonably determines will be received within the same Due Period by way of recovery from an applicable tax authority under a double tax treaty or otherwise) due but not yet received (in each case, regardless of whether the applicable due date has yet occurred) in the Due Period following the Due Period in which such Measurement Date occurs on the Collateral Debt Obligations, the Eligible Investments and the Accounts (other than each Counterparty Downgrade Collateral Account, but including interest on third party collateral accounts of the kind referred to in Condition 3(j)(ii)(J) (*Interest Account*), but excluding:

(i) accrued and unpaid interest on Defaulted Obligations or Deferring Securities (excluding Current Pay Obligations) unless such amounts constitute Defaulted Obligation Excess Amounts;

(ii) interest on any Collateral Debt Obligation to the extent that such Collateral Debt Obligation does not provide for the scheduled payment of interest in cash;

(iii) any amounts, to the extent that such amounts, if not paid, will not give rise to a default under the relevant Collateral Debt Obligation;

(iv) any amounts expected to be withheld at source or otherwise deducted in respect of taxes (including for the avoidance of doubt as a result of FATCA), unless such withholding or deduction can be reduced or eliminated by application being made under the applicable double tax treaty or otherwise;

(v) any scheduled interest payments as to which the Issuer or the Investment Manager has actual knowledge that such payment will not be made; and

(vi) any Purchased Accrued Interest,

provided that, in respect of a Non-Euro Obligation:

(A) that is an Asset Swap Obligation, this paragraph (a) shall be deemed to refer to (x) prior to the earlier of (1) the settlement of the purchase by the Issuer of such Collateral Debt Obligation and (2) the entry by the Issuer into an Asset Swap Transaction in respect of such Collateral Debt Obligation, 100.0 per cent. of the scheduled interest payments due but not yet received, converted into Euro at the Applicable Exchange Rate and (y) following the earlier of (1) the settlement of the purchase by the Issuer of such Collateral Debt Obligation, and (2) the entry by the Issuer into an Asset Swap Transaction in respect of such Collateral Debt Obligation, the related Scheduled Periodic Asset Swap Counterparty Payment, in each case, subject to the exclusions set out above; and

(B) that is not an Asset Swap Obligation, the amount taken into account for this paragraph (a) shall be an amount equal to:

(1) if such Non-Euro Obligation is denominated in a Qualifying Unhedged Obligation Currency and has not been an Asset Swap Obligation for less than 180 calendar days since the settlement of the purchase by the Issuer of such Collateral Debt Obligation, and as long as the Rated Notes are rated by Fitch and/or S&P, 50.0 per cent., of the scheduled interest payments due but not yet received (subject to the exclusions set out above), converted into Euro at the Applicable Exchange Rate; and

(2) otherwise, zero,

(b) *minus* the amounts payable pursuant to paragraphs (A) through (F) (inclusive) of the Interest Proceeds Priority of Payments on the Payment Date immediately following the next Payment Date;

(c) *plus* any amounts that would be payable from the Expense Reserve Account (only in respect of amounts that are not designated for transfer to the Principal Account) to the Interest Account in the Due Period following the Due Period in which such Measurement Date falls (where applicable, converted at the Spot Rate, in accordance with these Conditions and without double counting any such amounts which have been already transferred to the Interest Account);

(d) *plus* any Scheduled Periodic Interest Rate Hedge Issuer Payments or Scheduled Periodic Asset Swap Issuer Payments (as determined by the Issuer with the reasonable assistance of the Investment Manager) to the extent not already included in accordance with (a) above;

(e) *minus* any interest in respect of a PIK Security that has been deferred (but only to the extent such amount has not already been excluded in accordance with (a)(ii) or (iii) above).

For the purposes of calculating any Interest Smoothing Coverage Amount, the expected or scheduled interest income on Floating Rate Collateral Debt Obligations and Eligible Investments and the expected or scheduled interest payable on any Class of Notes and on any relevant Account shall be calculated using then current interest rates applicable thereto.

"**Interest Smoothing Coverage Ratio**" means, as of any Determination Date, the ratio (expressed as a percentage) obtained by dividing the Interest Smoothing Coverage Amount by the sum of the scheduled interest payments due on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes on the Payment Date immediately following the next Payment

Date (excluding Deferred Interest but including any interest on Deferred Interest). For the purposes of calculating the Interest Smoothing Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**Intermediary Obligation**" means an interest in relation to a loan which is structured to be acquired indirectly by lenders therein at or prior to primary syndication thereof, including pursuant to a collateralised deposit or guarantee, a participation or other arrangement which has the same commercial effect and in each case, in respect of any obligation of the lender to a "fronting bank" in respect of non-payment by the Obligor, is 100.0 per cent. collateralised by such lenders.

"**Investment Advisers Act**" means the United States Investment Advisers Act of 1940, as amended.

"**Investment Company Act**" means the United States Investment Company Act of 1940, as amended.

"**Investment Management Fee**" means each of the Senior Investment Management Fee, the Subordinated Investment Management Fee and the Incentive Investment Management Fee.

"**Investment Manager Advance**" has the meaning given to that term in Condition 3(k) *(Investment Manager Advances*).

"**Investment Manager Related Person**" means the Investment Manager or its Affiliates, any director, officer or employee of such entities or any fund or account for which the Investment Manager or its Affiliates exercises discretionary voting authority on behalf of such fund or account in respect of the Notes.

"**Investor Report**" means the ongoing quarterly investor report required under Article 7(1)(e) of each of the Securitisation Regulations and any technical standards applicable thereto.

"**Irish Business Day**" means a day which is not a Saturday, Sunday or public holiday in Ireland.

"**Irish Excluded Assets**" means all assets, property or rights deriving from the Issuer Irish Account and the Corporate Services Agreement.

"**Irish STS Regulations**" means the European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018 of Ireland.

"**IRR**" means the internal rate of return calculated using the "XIRR" function in Microsoft Excel® or any equivalent function in another software package that would result in a net present value of zero, assuming:

(a) the issue price of the Subordinated Notes on the Issue Date will be 100.00 per cent. and will be the initial cash flow and additionally:

  (i) the issue price of any Subordinated Notes issued after the Issue Date; and

  (ii) all distributions to the Subordinated Notes on the current and each preceding Payment Date,

  as subsequent cash flows (including the Redemption Date, if applicable);

(b) the initial date for the calculation as the Issue Date; and

(c) the number of days to each subsequent Payment Date from the Issue Date calculated on the basis of the actual number of days in an Accrual Period divided by 365.

"**IRS**" means the United States Internal Revenue Service.

"**Issue Date**" means 29 August 2024 (or such other date as may shortly follow such date as may be agreed between the Issuer, the Arranger and the Initial Purchaser and is notified to the Noteholders in accordance with Condition 16 (*Notices*) and Euronext Dublin).

"**Issue Date Collateral Debt Obligation**" means an obligation for which the Issuer or the Investment Manager, (acting on behalf of the Issuer) has either purchased or entered into a binding commitment to purchase on or prior to the Issue Date.

"**Issuer Irish Account**" means the account in the name of the Issuer established for the purposes of, *inter alia*, holding the proceeds of the issued share capital of the Issuer Profit Amount.

"**Issuer Profit Amount**" means the payment on each Payment Date prior to the occurrence of a Frequency Switch Event, of €250 and, on each Payment Date following the occurrence of a Frequency Switch Event, of €500, subject always to an aggregate maximum amount of €1,000 per annum, to the Issuer as a fee for entering into the transaction.

"**LMO Target Par Balance Condition**" means with respect to any application of Principal Proceeds to acquire a Loss Mitigation Obligation, a condition that is satisfied if, immediately following such application of Principal Proceeds, the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation will be deemed to be the lower of (a) the Fitch Collateral Value and (b) the S&P Collateral Value of such Defaulted Obligation) will be greater than or equal to the Reinvestment Target Par Balance.

"**Loan Report**" means the ongoing quarterly portfolio level disclosure required under Article 7(1)(a) of each of the Securitisation Regulations and any technical standards applicable thereto.

"**Loss Mitigation Obligation**" means a loan, bond, equity interest (which may, for the avoidance of doubt, provide for further advances or other extensions of credit under its Underlying Instruments on a term or revolving basis) or, in each case, a participation therein, acquired by the Issuer (or the Investment Manager on its behalf) in connection with an insolvency, bankruptcy, reorganisation, default, workout, restructuring, related scheme or similar event to mitigate losses with respect to a related Defaulted Obligation or a related Credit Impaired Obligation, as applicable, and which, in the Investment Manager's sole discretion, satisfies the Loss Mitigation Obligation Criteria. For the avoidance of doubt, any Loss Mitigation Obligation designated as a Collateral Debt Obligation by the Investment Manager shall constitute a Collateral Debt Obligation (and not a Loss Mitigation Obligation) following such designation.

"**Loss Mitigation Obligation Criteria**" means the loss mitigation obligation criteria specified in the Investment Management and Collateral Administration Agreement, which are required to be satisfied in respect of each Loss Mitigation Obligation acquired by the Investment Manager (on behalf of the Issuer) at the time of entering into a binding commitment to acquire such obligation.

"**Maintenance Covenant**" means a covenant by any Obligor to comply with one or more financial covenants during each reporting period, whether or not such Obligor has taken any specified action.

"**Mandatory Redemption**" means a redemption of the Rated Notes pursuant to and in accordance with Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

"**Margin Stock**" means margin stock as defined under Regulation U issued by the Federal Reserve Board, including any debt security which is by its terms convertible into Margin Stock.

"**Market Value**" means in respect of any Collateral Debt Obligation or Loss Mitigation Obligation, on any date of determination and as provided by the Investment Manager to the Collateral Administrator:

(a) the bid price determined by an independent recognised pricing service; or

(b) if such independent recognised pricing service is not available, the mean of the bid prices (in the case of any High Yield Bond, Secured Senior Bond or PIK Security, excluding accrued interest) determined by three independent broker-dealers active in the trading of such Collateral Debt Obligations or Loss Mitigation Obligations; or

(c) if three such broker-dealer prices are not available, the lower of the bid side prices (in the case of any High Yield Bond, Secured Senior Bond or PIK Security, excluding accrued interest) determined by two such broker-dealers; or

(d) if two such broker-dealer prices are not available, the bid side price (in the case of any High Yield Bond, Secured Senior Bond or PIK Security, excluding accrued interest) determined by one independent broker-dealer (unless, in each case, the fair market value thereof determined by the Investment Manager pursuant to paragraph (e) hereafter would be lower); or

(e) if the determinations of such broker-dealers or independent recognised pricing service are not available, then the lower of:

(i) the higher of:

(A) the lower of:

(1) the Fitch Recovery Rate of such Collateral Debt Obligation or Loss Mitigation Obligation; and

(2) the S&P Recovery Rate of such Collateral Debt Obligation or Loss Mitigation Obligation; and

(B) 70.0 per cent. of such Collateral Debt Obligation's or Loss Mitigation Obligation's Principal Balance; and

(ii) the fair market value thereof determined by the Investment Manager on a best efforts basis in a manner consistent with reasonable and customary market practice, in each case, as notified to the Collateral Administrator on the date of determination thereof, *provided however* that if the Investment Manager is not a registered investment adviser under the Investment Advisers Act, the Market Value of any such asset may only be determined in accordance with this paragraph (e)(ii) for a maximum of 30 Business Days, following which time if the Market Value cannot be ascertained by a third party, then the Market Value shall be deemed to be zero,

and for the purposes of this definition:

(x) accrued interest shall be excluded; and

(y) "independent" shall mean that each pricing service and broker-dealer:

(i) from whom a bid price is sought is independent from each of the other pricing service and broker-dealers from whom a bid price is sought; and

(ii) is not an Affiliate of the Investment Manager.

"**Maturity Date**" means the Payment Date falling on 20 October 2037.

"**Measurement Date**" means:

(a) the Effective Date;

(b) for the purposes of determining satisfaction of the Reinvestment Criteria, any Business Day following the Effective Date on which such criteria are required to be determined, which determination shall be made:

(i) *firstly*, by reference immediately prior to receipt of any Principal Proceeds which are to be reinvested without taking such Principal Proceeds into account; and

(ii) *secondly*, taking into account on a projected basis, the proposed sale of Collateral Debt Obligations and reinvestment of the Principal Proceeds thereof in Substitute Collateral Debt Obligations;

(c) the date of acquisition of any additional Collateral Debt Obligation following the Effective Date;

(d) each Determination Date;

(e) the date as at which any Report is prepared; and

(f) following the Effective Date, with reasonable (and not less than five (5) Business Days) notice, any Business Day requested by any Rating Agency then rating any Class of Notes Outstanding.

"**Mezzanine Obligation**" means a mezzanine loan obligation or other comparable debt obligation, including any such loan obligation with attached warrants and any such obligation which is evidenced by an issue of notes (other than High Yield Bonds), as determined by the Investment Manager in its reasonable business judgment, or a Participation therein.

"**Minimum Denomination**" means:

(a) in the case of the Regulation S Notes of each Class, €100,000; and

(b) in the case of the Rule 144A Notes:

(i) of each Class (other than the Class X Notes), €250,000; and

(ii) of the Class X Notes, €100,000.

"**Minimum Weighted Average Spread**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Monthly Report**" means the monthly report defined as such in the Investment Management and Collateral Administration Agreement which is prepared by the Collateral Administrator (in consultation with the Investment Manager) on behalf of the Issuer on such dates as are set forth in the Investment

Management and Collateral Administration Agreement, which shall include information regarding the status of certain of the Collateral pursuant to the Investment Management and Collateral Administration Agreement made available via the Reporting Website, which shall be accessible to any Relevant Recipient.

"**New Risk Retention Rule**" means any future credit risk retention law, rule or regulation in the U.S. for the type of transaction contemplated herein.

"**Non-Call Period**" means the period from and including the Issue Date up to, but excluding, 28 February 2026.

"**Non-Euro Obligation**" means any Collateral Debt Obligation, or part thereof, as applicable, denominated in a currency other than Euro.

"**Note Payment Sequence**" means the application of Interest Proceeds or Principal Proceeds, as applicable, in accordance with the relevant Priority of Payments in the following order:

(a) *firstly*, to the redemption of the Class X Notes and the Class A Notes including any Interest Amounts due and payable (on a *pro-rata* basis) at the applicable Redemption Price in whole or in part until the Class X Notes and the Class A Notes have been fully redeemed;

(b) *secondly*, to the redemption of the Class B Notes including any Interest Amounts due and payable (on a *pro-rata* basis) at the applicable Redemption Price in whole or in part until the Class B Notes have been fully redeemed;

(c) *thirdly*, to the redemption of the Class C Notes including any Interest Amounts due and payable and any Deferred Interest thereon (on a *pro-rata* basis) at the applicable Redemption Price in whole or in part until the Class C Notes have been fully redeemed;

(d) *fourthly*, to the redemption of the Class D Notes including any Interest Amounts due and payable and any Deferred Interest thereon (on a *pro-rata* basis) at the applicable Redemption Price in whole or in part until the Class D Notes have been fully redeemed;

(e) *fifthly*, to the redemption of the Class E Notes including any Interest Amounts due and payable and any Deferred Interest thereon (on a *pro-rata* basis) at the applicable Redemption Price in whole or in part until the Class E Notes have been fully redeemed; and

(f) *sixthly*, to the redemption of the Class F Notes including any Interest Amounts due and payable and any Deferred Interest thereon (on a *pro-rata* basis) at the applicable Redemption Price in whole or in part until the Class F Notes have been fully redeemed,

provided that, for the purposes of any redemption of the Notes in accordance with the Note Payment Sequence following any breach of Coverage Tests, the Note Payment Sequence shall terminate immediately after the paragraph above that refers to the Class of Notes to which such Coverage Test relates or as soon as the relevant Coverage Test has been remedied, if earlier.

"**Note Tax Event**" means, at any time:

(a) the introduction of a new, or any change in, any home jurisdiction or foreign tax statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final) which results in (or would on the next Payment Date result in) any payment of principal or interest on the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and/or the Subordinated Notes becoming properly subject to any withholding tax other than:

(i) a payment in respect of Deferred Interest becoming properly subject to any withholding tax;

(ii) withholding tax in respect of FATCA; or

(iii) by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non-residence or similar claim for exemption from such tax or to provide information concerning nationality, residency or connection with Ireland or other applicable tax authority; or

(b) United Kingdom, French or U.S. federal, state or local tax authorities impose net income, profits or similar tax upon the Issuer or its representative (other than any U.S. federal, state or local income or franchise tax imposed solely with respect to an equity security or "United States real property interest" (as defined for U.S. federal income tax purposes) received in an Offer, so long as the Issuer disposes of such equity security or United States real property interest within 60 Business Days after receipt).

"**Noteholders**" means the several persons in whose name the Notes are registered from time to time in accordance with and subject to their terms and the terms of the Trust Deed, and "**holder**" (in respect of the Notes) shall be construed accordingly.

"**Obligor**" means, in respect of a Collateral Debt Obligation, the borrower thereunder or issuer thereof or, in either case, the guarantor thereof (as determined by the Investment Manager on behalf of the Issuer).

"**Offer**" means, with respect to any Collateral Debt Obligation:

(a) any offer by the Obligor under such obligation or by any other Person made to all of the creditors of such Obligor in relation to such obligation to purchase or otherwise acquire such obligation (other than pursuant to any redemption in accordance with the terms of the related Underlying Instruments) or to convert or exchange such obligation into or for cash, securities or any other type of consideration; or

(b) any solicitation by the Obligor of such obligation or any other Person to amend, modify or waive any provision of such obligation or any related Underlying Instrument.

"**Ongoing Expense Excess Amount**" means, on any Payment Date, an amount equal to the excess, if any, of:

(a) the Senior Expenses Cap; over

(b) the sum of (without duplication):

(i) all amounts paid pursuant to paragraphs (B) and (C) of the Interest Proceeds Priority of Payments on such Payment Date; *plus*

(ii) all Trustee Fees and Expenses and Administrative Expenses paid during the related Due Period.

"**Ongoing Expense Reserve Amount**" means, in respect of any Payment Date, an amount equal to the lesser of:

(a) the Ongoing Expense Reserve Ceiling; and

(b) the Ongoing Expense Excess Amount, each as at such Payment Date.

"**Ongoing Expense Reserve Ceiling**" means, on any Payment Date, the excess, if any, of €250,000 over the amount then on deposit in the Expense Reserve Account without giving effect to any deposit thereto on such Payment Date pursuant to paragraph (D) of the Interest Proceeds Priority of Payments.

"**Optional Redemption**" means a redemption pursuant to and in accordance with Condition 7(b) (*Optional Redemption*).

"**Ordinary Resolution**" means an ordinary resolution as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

"**Originated Assets**" means Collateral Debt Obligations (a) which the Retention Holder has undertaken to acquire from the Issuer pursuant to the Conditional Sale Agreement in the event that any such Collateral Debt Obligation becomes a Defaulted Obligation during the relevant Seasoning Period for such Collateral Debt Obligation, and (b) which the Investment Manager or its related entities were directly or indirectly involved in the original agreement which created such Collateral Debt Obligations.

"**Originator Requirement**" means the requirement which will be satisfied if, on the Issue Date:

(a) the Aggregate Principal Balance of all Originated Assets that have been originated by the Investment Manager; divided by

(b) the Target Par Amount,

is greater than or equal to 5.0 per cent.

"**Other Plan Law**" means any federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

"**Outstanding**" has the meaning given to it in the Trust Deed.

"**Par Value Ratio**" means the Class A/B Par Value Ratio, Class C Par Value Ratio, the Class D Par Value Ratio, the Class E Par Value Ratio or the Class F Par Value Ratio (as applicable).

"**Par Value Test**" means the Class A/B Par Value Test, Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test or the Class F Par Value Test.

"**Partial Redemption Date**" means each date specified for a partial redemption of the Rated Notes of one or more Classes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part –Refinancing of a Class of Rated Notes in Whole by Subordinated Noteholders/Investment Manager*).

"**Partial Redemption Interest Proceeds**" means as of any Partial Redemption Date, Interest Proceeds in an amount equal to (x) the lesser of (a) the amount of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed and (b) the amount the Investment Manager reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed on the next subsequent Payment Date (or in the case of a Partial Redemption Date that is occurring on a Payment Date, on such date) if such Notes had not been refinanced or redeemed *plus* (y) (a) if the Partial Redemption Date is not otherwise a Payment Date, the amount the Investment Manager reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of Trustee Fees and Expenses and Administrative Expenses on the next

following Payment Date or (b) if the Partial Redemption Date would otherwise be a Payment Date, the amount that will be available for distribution under the Interest Proceeds Priority of Payments for the payment of Trustee Fees and Expenses and Administrative Expenses on such Payment Date.

"**Partial Redemption Priority of Payments**" means the priority of payments in respect of Refinancing Proceeds and Partial Redemption Interest Proceeds set out in Condition 3(j)(xv) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).

"**Participation**" means an interest in a Collateral Debt Obligation taken indirectly by the Issuer by way of participation from a Selling Institution which shall include, for the purposes of the Bivariate Risk Table set forth in the Investment Management and Collateral Administration Agreement, Intermediary Obligations.

"**Participation Agreement**" means an agreement between the Issuer and a Selling Institution in relation to the purchase by the Issuer of a Participation.

"**Payment Account**" means the account described as such in the name of the Issuer held with the Account Bank to which amounts shall be transferred by the Account Bank and/or the Custodian, as applicable, on the instructions of the Collateral Administrator on the Business Day prior to each Payment Date out of certain of the other Accounts in accordance with Condition 3(i) (*Accounts*) and out of which the amounts required to be paid on each Payment Date pursuant to the Priorities of Payment shall be paid.

"**Payment Date**" means:

(a) 20 January, 20 April, 20 July and 20 October at any time prior to the occurrence of a Frequency Switch Event; and

(b) 20 January and 20 July (where the Payment Date immediately following the occurrence of a Frequency Switch Event falls in either January or July) or 20 April and 20 October (where the Payment Date immediately following the occurrence of a Frequency Switch Event falls in either April or October), following the occurrence of a Frequency Switch Event,

in each case, in each year commencing on 20 April 2025 up to and including the Maturity Date and any Redemption Date, *provided* that if any Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day that is a Business Day (unless it would thereby fall in the following month, in which case it shall be brought forward to the immediately preceding Business Day).

"**Payment Date Report**" means the report defined as such in the Investment Management and Collateral Administration Agreement which is prepared as of each Determination Date by the Collateral Administrator (in consultation with the Investment Manager) on behalf of the Issuer and made available no later than the Business Day preceding the related Payment Date via the Reporting Website, which shall be accessible to any Relevant Recipient.

"**Permitted Use**" means, with respect to:

(a) any Contribution received into the Contribution Account;

(b) the proceeds from the issue of additional Subordinated Notes in accordance with Condition 17 (*Additional Issuances*); or

(c) any amount deposited in the Collateral Enhancement Account,

any of the following uses:

(i) the transfer of the applicable portion of such amount to the Interest Account for application as Interest Proceeds;

(ii) the transfer of the applicable portion of such amount to the Principal Account for application as Principal Proceeds;

(iii) the repurchase of Rated Notes of any Class through a tender offer, in the open market, or in privately negotiated transaction(s) in accordance with Condition 7(k) (*Purchase*) (in each case, subject to applicable law);

(iv) subject to the limitations in the Transaction Documents with respect to Margin Stock, the purchase of one or more Collateral Enhancement Obligations, in each case subject to the limitations set forth in the Transaction Documents;

(v) for deposit into the Expense Reserve Account to pay for the costs of a Refinancing; or

(vi) for deposit into the Principal Reduction Reserve Account, to make provision for anticipated Principal Reductions in respect of Eligible Investments held by the Issuer.

"**Person**" means an individual, corporation (including a business trust), partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated association or government or any agency or political subdivision thereof.

"**PIK Security**" means any Collateral Debt Obligation which is a security, the terms of which permit the deferral of the payment of interest thereon, including without limitation by way of capitalising interest thereon *provided* that, for the avoidance of doubt, Mezzanine Obligations shall not constitute PIK Securities.

"**Portfolio**" means the Collateral Debt Obligations, Collateral Enhancement Obligations, Exchanged Equity Securities, Loss Mitigation Obligations, Eligible Investments and other similar obligations or securities held by or on behalf of the Issuer from time to time.

"**Portfolio Profile Tests**" means the Portfolio Profile Tests each as defined in the Investment Management and Collateral Administration Agreement.

"**Post-Acceleration Priority of Payments**" means the priority of payments set out in Condition 11 (*Enforcement*).

"**Presentation Date**" means a day which (subject to Condition 12 (*Prescription*)):

(a) is a Business Day;

(b) is or falls after the relevant due date or, if the due date is not or was not a Business Day in the place of presentation, is or falls after the next following Business Day which is a Business Day in the place of presentation; and

(c) is a Business Day in which the account specified by the payee is open.

"**Principal Account**" means the account described as such in the name of the Issuer with the Account Bank.

"**Principal Amount Outstanding**" means in relation to any Class of Notes and at any time, the aggregate principal amount outstanding under such Class of Notes at that time, including, in the case of

the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, Deferred Interest which has been capitalised pursuant to Condition 6(c) (*Deferral of Interest*) save that Deferred Interest shall not be included for the purposes of determining voting rights or the right to give directions or instructions attributable to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, as applicable, and the applicable quorum at any meeting of the Noteholders pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

"**Principal Balance**" means, (i) with respect to any Collateral Enhancement Obligation or Exchanged Equity Security, zero, (ii) with respect to cash, the amount of such cash, *provided* that if such cash amount is in a currency other than Euro, it will be converted into Euro at the Applicable Exchange Rate and (iii) with respect to any Collateral Debt Obligation or Eligible Investment, as of any date of determination, the outstanding principal amount thereof (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Security, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Security), *provided however* that:

(a) the Principal Balance of any Revolving Obligation and Delayed Drawdown Collateral Debt Obligation as of any date of determination, shall be the outstanding principal amount of such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, plus any undrawn commitments that have not been irrevocably cancelled with respect to such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation;

(b) the Principal Balance of any Asset Swap Obligation shall be the Euro notional amount of the Asset Swap Transaction entered into in respect thereof;

(c) the Principal Balance of a Non-Euro Obligation which is not an Asset Swap Obligation shall be the outstanding principal amount thereof multiplied by the Applicable Exchange Rate;

(d) for the purposes of the Portfolio Profile Tests and the Collateral Quality Tests (other than the S&P CDO Monitor Test), the Principal Balance of any Defaulted Obligations shall be zero;

(e) in respect of any Corporate Rescue Loan or Uptier Priming Debt, so long as Fitch is rating any Notes, where either:

(i) no Fitch Rating is available; or

(ii) no credit estimate has been assigned to it by Fitch,

in each case, before the expiry of a period of three months following the Issuer entering into a binding commitment to acquire such Corporate Rescue Loan or Uptier Priming Debt, the Principal Balance of such Corporate Rescue Loan or Uptier Priming Debt thereafter shall be zero unless and until a Fitch Rating or credit estimate is available or assigned by Fitch;

(f) in respect of a Collateral Debt Obligation, (x) the S&P Rating of which has been determined pursuant to paragraph (e)(ii) of the definition of S&P Rating for a consecutive period of 90 days during which S&P has not provided a credit estimate in respect of such Collateral Debt Obligation and (y) that has not had a public rating by S&P withdrawn or suspended within six (6) months prior to the date of application for a credit estimate in respect of such Collateral Debt Obligation, following the earlier of (A) S&P notifying the Investment Manager that no credit estimate will be provided for such Collateral Debt Obligation after the expiry of the 90-day period during which S&P has not provided a credit estimate and (B) the expiry of a period of six (6) months during which the S&P Rating of such Collateral Debt Obligation has been continuously determined in accordance with paragraph (e)(ii) of the S&P Rating definition

without a credit estimate having been assigned to it during such period, the Principal Balance of such Collateral Debt Obligation shall be zero, unless S&P has agreed to extend such period, and until an S&P Rating can be determined in respect of such Collateral Debt Obligation pursuant to paragraphs (a), (b) or (e)(i) of the definition of S&P Rating, a credit estimate being assigned by S&P in respect of such Collateral Debt Obligation or such other treatment being applied to such Collateral Debt Obligation as may be advised by S&P;

(g) for the purposes of determining the Aggregate Principal Balance for determining satisfaction of the Originator Requirement, the Principal Balance of any Collateral Debt Obligation shall be its Principal Balance (converted, in relation to any Non-Euro Obligation, into Euro at the Applicable Exchange Rate) in each case without any adjustments for purchase price or the application of any haircuts or other adjustments;

(h) the Principal Balance of any Loss Mitigation Obligation shall be:

(i) if such Loss Mitigation Obligation has been acquired with Principal Proceeds or is a Declared Principal Proceeds Loss Mitigation Obligation and such Loss Mitigation Obligation satisfies or has satisfied the Eligibility Criteria (other than limbs (c), (i), (m), (n), (o), (aa) and (cc) thereof), the lower of its (x) Fitch Collateral Value and (y) S&P Collateral Value; and

(ii) otherwise, zero (0); and

(i) for the purposes of the S&P CDO Monitor Test, the Principal Balance of any Collateral Debt Obligations with a Stated Maturity beyond the Maturity Date (disregarding any principal amount thereof the repayment date of which is on or prior to the Maturity Date) in excess of five (5) per cent. of the Aggregate Collateral Balance (as determined by the Investment Manager and for which purpose, the Principal Balance of each Defaulted Obligation will be its S&P Collateral Value (determined on the assumption of 'an Initial Rated Note Rating' of "B")) shall be the product of (x) the outstanding principal amount of such Collateral Debt Obligation and (y) 70 per cent.,

provided in each case that any Loss Mitigation Obligation which has been designated as a Collateral Debt Obligation in accordance with the terms specified in the Investment Management and Collateral Administration Agreement shall be treated as a Collateral Debt Obligation for the purposes of this definition.

"**Principal Proceeds**" means all amounts paid or payable into the Principal Account from time to time and, with respect to any Payment Date, means Principal Proceeds received or receivable by the Issuer during the related Due Period and any other amounts to be disbursed as Principal Proceeds on such Payment Date pursuant to Condition 3(c)(ii) (*Application of Principal Proceeds*) or Condition 11(b) (*Enforcement*).

"**Principal Proceeds Priority of Payments**" means the priority of payments in respect of Principal Proceeds set out in Condition 3(c)(ii) (*Application of Principal Proceeds*).

"**Principal Reduction**" means, in respect of any Eligible Investment, a reduction of the principal amount thereof effected in accordance with the terms of its underlying instruments for the purposes of compensating the obligor thereunder for chargeable interest incurred by it in respect of negative deposit rates applicable to it as a result of having issued such Eligible Investment and whilst such Eligible Investment remains outstanding.

"**Principal Reduction Reserve Account**" means the account described as such in the name of the Issuer held with the Account Bank.

"**Priorities of Payment**" means:

(a) save for:

(i) in connection with any optional redemption of the Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*);

(ii) in connection with a redemption in whole pursuant to Condition 7(g) (*Redemption following Note Tax Event*); or

(iii) following the delivery (whether actual or deemed) of an Acceleration Notice which has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*),

in the case of Interest Proceeds, the Interest Proceeds Priority of Payments and in the case of Principal Proceeds, the Principal Proceeds Priority of Payments;

(b) if any optional redemption of the Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*) occurs or following the delivery (whether actual or deemed) of an Acceleration Notice which has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), the Post-Acceleration Priority of Payments; and

(c) in connection with any optional redemption of the Notes in part but not in whole pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*) and the Refinancing Proceeds and Partial Redemption Interest Proceeds in relation thereto, the Partial Redemption Priority of Payments.

"**Purchased Accrued Interest**" means, with respect to any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was purchased at the time of the acquisition thereof with Principal Proceeds and/or amounts paid out of the Unused Proceeds Account.

"**QIB**" means a Person who is a "qualified institutional buyer" as defined in Rule 144A.

"**QIB/QP**" means a Person who is both a QIB and a QP.

"**Qualified Purchaser**" and "**QP**" mean a Person who is a qualified purchaser as defined in section 2(a)(51)(A) of the Investment Company Act.

"**Qualifying Country**" means any of Australia, Austria, Belgium, Bermuda, Canada, the Cayman Islands, Denmark, Finland, France, Germany, Iceland, Ireland, Israel, Italy, Japan, Luxembourg, The Netherlands, Norway, Poland, Portugal, Singapore, Spain, Sweden, Switzerland, United Kingdom (including the Channel Islands and the Isle of Man) or the United States of America; any other country that is a member of or accedes to the European Union; any other country, the foreign currency country issuer credit rating of which is rated, at the time of acquisition of the relevant Eligible Investment, at least "BBB-" by S&P and at least "BBB-" by Fitch; or any other country which has been approved, at

the time of acquisition of the relevant Eligible Investment, as a Qualifying Country by way of Rating Agency Confirmation.

"**Qualifying Currency**" means Euro, Sterling, U.S. Dollars, Czech Koruna, Danish Krone, Norwegian Krone, Swedish Krone, Canadian Dollars, Australian Dollars, New Zealand Dollars, Swiss Francs, Japanese Yen, Polish Zloty or any other currency in respect of which Rating Agency Confirmation has been received.

"**Qualifying Unhedged Obligation Currency**" means Sterling, U.S. Dollars, Norwegian Krone, Danish Krone, Swedish Krona, Swiss Francs, Australian Dollars or Canadian Dollars.

"**Rated Notes**" means the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

"**Rating Agencies**" means Fitch and S&P, *provided* that if at any time Fitch and/or S&P ceases to provide rating services, "Rating Agencies" shall mean any other nationally recognised investment rating agency or rating agencies (as applicable) selected by the Issuer (a "**Replacement Rating Agency**") and "**Rating Agency**" means any such rating agency. If at any time a Rating Agency is replaced by a Replacement Rating Agency, references to rating categories of the original Rating Agency in these Conditions, the Trust Deed and the Investment Management and Collateral Administration Agreement shall be deemed instead to be references to the equivalent categories of the relevant Replacement Rating Agency as of the most recent date on which such other rating agency published ratings for the type of security in respect of which such Replacement Rating Agency is used and all references herein to "Rating Agencies" shall be construed accordingly. Any rating agency shall cease to be a Rating Agency if, at any time, it ceases to assign a rating in respect of any Class of Rated Notes.

"**Rating Agency Confirmation**" means, with respect to any specified action, determination or appointment, receipt by the Issuer and/or the Trustee of written confirmation (which may take the form of a bulletin, press release, e-mail or other written communication) by each Rating Agency which has, as at the relevant date assigned ratings to any Class of the Rated Notes that is Outstanding (or, if applicable, the Rating Agency specified in respect of any such action or determination, *provided* that such Rating Agency has, as at the relevant date assigned ratings to any Class of the Rated Notes) that such specified action, determination or appointment will not result in the reduction or withdrawal of any of the ratings currently assigned to the Rated Notes by such Rating Agency. Notwithstanding anything to the contrary in any Transaction Document and these Conditions, no Rating Agency Confirmation shall be required from a Rating Agency in respect of any action or determination if (i) such Rating Agency has declined a request from the Trustee, the Investment Manager or the Issuer to review the effect of such action, determination or appointment or (ii) if such Rating Agency announces (publicly or otherwise) or confirms to the Trustee, the Investment Manager or the Issuer that Rating Agency Confirmation from such Rating Agency is not required, or that its practice is to not give such confirmations for such type of action, determination or appointment or (iii) such Rating Agency has ceased to engage in the business of providing ratings or has made a public statement to the effect that it will no longer review events or circumstances of the type requiring a Rating Agency Confirmation under any Transaction Document or these Conditions for purposes of evaluating whether to confirm the then current ratings (or initial ratings) of obligations rated by such Rating Agency.

"**Rating Confirmation Plan**" means a plan provided by the Investment Manager (acting on behalf of the Issuer) to the Rating Agencies setting forth the intended timing and manner of acquisition of additional Collateral Debt Obligations and/or any other intended action for the purposes of obtaining confirmation of the Initial Ratings, as further described and as defined in the Investment Management and Collateral Administration Agreement.

"**Rating Requirement**" means:

(a) in the case of the Account Bank:

(i) a long-term issuer credit rating of at least "A" by S&P and a short-term issuer credit rating of at least "A-1" by S&P or, if it does not have such short term rating, a long term issuer credit rating of at least "A+" by S&P; and

(ii) a short term issuer default debt rating of "F1" by Fitch and a long term issuer default rating of at least "A" by Fitch;

(b) in the case of the Custodian or any sub-custodian appointed thereby:

(i) a long-term issuer credit rating of at least "A" by S&P and a short-term issuer credit rating of at least "A-1" by S&P or, if it does not have such short term rating, a long term issuer credit rating of at least "A+" by S&P; and

(ii) a short term issuer default debt rating of "F1" by Fitch and a long term issuer default rating of at least "A" by Fitch;

(c) in the case of any Hedge Counterparty, the ratings requirement(s) as set out in the relevant Hedge Agreement; and

(d) in the case of a Selling Institution, a counterparty which (i) satisfies the ratings set out in the Bivariate Risk Table, (ii) has a long-term issuer default rating of at least "A" by Fitch and (iii) a long-term issuer credit rating of at least "A" by S&P,

provided that in each case:

(a) if any of the requirements are not satisfied by any of the parties referred to herein, Rating Agency Confirmation from the relevant Rating Agency is received in respect of such party; and

(b) such other rating or ratings will be applicable as may be agreed by the relevant Rating Agency as would maintain the then-current rating of the Rated Notes.

"**Received Obligation**" means a debt obligation received in exchange for a Collateral Debt Obligation or a portion thereof in connection with a Bankruptcy Exchange.

"**Reclassification Price**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Receiver**" means a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator or other similar official (whether appointed pursuant to the terms of the Trust Deed, pursuant to any statute, by a court or otherwise).

"**Record Date**" means the 15th day before the relevant due date for payment of principal and interest in respect of such Notes.

"**Redemption Date**" means each date specified for a redemption of the Notes of a Class pursuant to Condition 7 (*Redemption and Purchase*) or, if such day is not a Business Day, the next following Business Day or the date on which the Notes of such Class is accelerated pursuant to Condition 10 (*Events of Default*).

"**Redemption Determination Date**" has the meaning given thereto in Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Rated Notes effected through Liquidation only*).

"**Redemption Notice**" means a redemption notice in the form available from any of the Transfer Agents which has been duly completed by a Noteholder and which specifies, amongst other things, the applicable Redemption Date.

"**Redemption Price**" means, when used with respect to:

(a) any Subordinated Note, such Subordinated Note's *pro-rata* share (calculated in accordance with paragraph (DD) of the Interest Proceeds Priority of Payments, paragraph (U) of the Principal Proceeds Priority of Payments, paragraph (Z) of the Post-Acceleration Priority of Payments (as applicable)) of the aggregate proceeds of liquidation of the Collateral, or realisation of the security thereover in such circumstances, remaining following application thereof in accordance with the Priorities of Payment; and

(b) any Rated Notes (i) 100.0 per cent. Of the Principal Amount Outstanding thereof (if any), (including, in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, any Deferred Interest); and (ii) any accrued but unpaid interest thereon to the relevant date of redemption.

"**Redemption Threshold Amount**" means the aggregate of all amounts which would be due and payable on redemption of the Rated Notes on the scheduled Redemption Date (to the extent such amounts are ascertainable by the Collateral Administrator or have been provided to the Collateral Administrator by the Issuer or any Secured Party not taking into account for this purpose any reduction in the Issuer's payment obligations pursuant to the Conditions or any other Transaction Documents as a result of any limited recourse provisions) pursuant to Condition 11(b) (*Enforcement*) which rank in priority to payments in respect of the Subordinated Notes in accordance with the Priorities of Payment.

"**Reference Banks**" has the meaning given thereto in Condition 6(e)(i)(B) (*Floating Rate of Interest*).

"**Refinancing**" has the meaning given to it in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

"**Refinancing Costs**" means the fees, costs, charges and expenses incurred by or on behalf of the Issuer in respect of a Refinancing, *provided* that such fees, costs, charges and expenses have been incurred as a direct result of a Refinancing, as determined by the Investment Manager.

"**Refinancing Obligation**" has the meaning given to it in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

"**Refinancing Proceeds**" means the cash proceeds from a Refinancing.

"**Register**" means the register of holders of the legal title to the Notes kept by the Registrar in electronic format pursuant to the terms of the Agency Agreement.

"**Regulation S**" means Regulation S under the Securities Act.

"**Regulation S Notes**" means the Notes offered for sale to non-U.S. Persons outside of the United States in reliance on Regulation S.

"**Reinvestment Criteria**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Reinvestment Overcollateralisation Test**" means the test which will apply as of any Measurement Date on and after the Effective Date and during the Reinvestment Period which will be satisfied on such Measurement Date if the Class F Par Value Ratio is at least equal to 102.95 per cent.

"**Reinvestment Period**" means the period from and including the Issue Date up to and including the earliest of:

(a) the end of the Due Period preceding the Payment Date falling on 20 April 2029 or, if such day is not a Business Day, the immediately following Business Day;

(b) the date of the acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*) (provided the related Acceleration Notice (actual or deemed) (if any) has not been rescinded or annulled in accordance with Condition 10(c) (*Curing of Default*)); and

(c) the date on which the Investment Manager reasonably believes and notifies the Issuer, the Rating Agencies and the Trustee that it can no longer reinvest in additional Collateral Debt Obligations in accordance with the Reinvestment Criteria.

"**Reinvestment Target Par Balance**" means as of any date of determination:

(a) the Target Par Amount; *minus*

(b) the amount of any reduction in the Principal Amount Outstanding (excluding (x) Deferred Interest which has been capitalised pursuant to Condition 6(c) (*Deferral of Interest*), and (y) any reduction in the Principal Amount Outstanding of the Class X Notes) of the Notes; *plus*

(c) the Principal Amount Outstanding of any additional Notes issued pursuant to Condition 17 (*Additional Issuance*), or, if greater, the aggregate amount of Principal Proceeds that result from the issuance of such additional Notes.

"**Relevant Recipients**" means:

(a) in respect of the Monthly Reports and the Payment Date Reports, any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in schedule 25 (*Form of Certification*) of the Investment Management and Collateral Administration Agreement or such other form as may be agreed between the Issuer, the Collateral Administrator and the Investment Manager, such certificate may be given electronically and upon which certification the Collateral Administrator may rely absolutely and without enquiry or liability) that it is: (i) the Issuer, (ii) the Initial Purchaser and/or Arranger, (iii) the Trustee, (iv) the Hedge Counterparties, (v) the Investment Manager, (vi) the Retention Holder, (vii) the Rating Agencies, (viii) any Noteholder, (ix) Intex Solutions, Inc. or (x) Bloomberg L.P.; and

(b) in respect of any documents, reports, data or information required pursuant to the Transparency Requirements or any Principal Adverse Sustainability Impacts Statement, any person who certifies to the Collateral Administrator (such certification to be substantially in the form set out in schedule 25 (*Form of Certification*) of the Investment Management and Collateral Administration Agreement or such other form as may be agreed between the Issuer, the Collateral Administrator and the Investment Manager, such certificate may be given electronically and upon which certification the Collateral Administrator may rely absolutely and without enquiry or liability) that it is: (i) the Issuer, (ii) the Initial Purchaser and/or Arranger, (iii) the Trustee, (iv) the Hedge Counterparties, (v) the Investment Manager, (vi) the Retention Holder, (vii) the Rating Agencies, (viii) any Noteholder, (ix) a Competent Authority or (x) a potential investor in the Notes.

"**Replacement Asset Swap Transaction**" means any Asset Swap Transaction entered into by the Issuer, or the Investment Manager on its behalf, in accordance with the provisions of the Investment Management and Collateral Administration Agreement upon termination of an existing Asset Swap

Transaction on substantially the same terms as such terminated Asset Swap Transaction, that preserves for the Issuer the economic effect of the terminated Asset Swap Transaction, subject to such amendments thereto as may be agreed by the Investment Manager, acting on behalf of the Issuer.

"**Replacement Interest Rate Hedge Transaction**" means any Interest Rate Hedge Transaction entered into by the Issuer, or the Investment Manager on its behalf, in accordance with the provisions of the Investment Management and Collateral Administration Agreement upon termination of an existing Interest Rate Hedge Transaction on substantially the same terms as such terminated Interest Rate Hedge Transaction, that preserves for the Issuer the economic effect of the terminated Interest Rate Hedge Transaction, subject to such amendments thereto as may be agreed by the Investment Manager, acting on behalf of the Issuer.

"**Report**" means each Loan Report, Investor Report, Monthly Report, Payment Date Report, Significant Event Report and Inside Information Report.

"**Reporting Agent**" means any agent appointed by or on behalf the Issuer to prepare and compile the Loan Reports and Investor Reports as notified to the Collateral Administrator, and initially will be TMF SFS Management B.V.

"**Reporting Agreement**" means an agreement entered into between the Issuer (or the Investment Manager on its behalf) and a Hedge Counterparty for the provision of certain information in connection with the performance by such Hedge Counterparty of certain derivative transaction reporting obligations of the Issuer.

"**Reporting Website**" means a secured website, being:

(a) the website currently located at https://gctinvestorreporting.bnymellon.com; or

(b) any successor or alternative website notified in writing (in accordance with Condition 16 (*Notices*)) by the Collateral Administrator to the Issuer, the Trustee, the Reporting Agent the Initial Purchaser, each Hedge Counterparty in respect of which one or more Hedge Transactions have been entered into and remain in force and the Investment Manager and as notified in writing by the Issuer (with reasonable assistance, if the Issuer so requires and at the expense of the Issuer, from the Investment Manager) to each Rating Agency and the Noteholders from time to time.

"**Resolution**" means any Ordinary Resolution or Extraordinary Resolution, as the context may require.

"**Restricted Trading Period**" means any period during which the Class A Notes, the Class B Notes, or the Class C Notes are Outstanding and (a) the Fitch rating of the Class A Notes, the Class B Notes, or the Class C Notes is withdrawn (and not reinstated or upgraded) or, in the case of the Class A Notes, is one (1) or more sub categories below its rating on the Issue Date or, in the case of the Class B Notes or the Class C Notes is two (2) or more sub categories below its rating on the Issue Date, or (b) the S&P rating of the Class A Notes, the Class B Notes, or the Class C Notes is withdrawn (and not reinstated or upgraded) or, in the case of the Class A Notes, is one (1) or more sub categories below its rating on the Issue Date or, in the case of the Class B Notes, or the Class C Notes is two (2) or more sub categories below its rating on the Issue Date; *provided* that:

(a) in either case such period will not be a Restricted Trading Period if so determined by the Issuer with the consent of the Controlling Class acting by Ordinary Resolution;

(b) in either case such period will not be a Restricted Trading Period if the downgrade or withdrawal of such rating is as a result either (1) of regulatory change or (2) a change in the Relevant Agency's structured finance rating criteria;

(c) in either case, such period will not be a Restricted Trading Period if the sum of: (1) the Aggregate Principal Balance of all Collateral Debt Obligations (excluding the Collateral Debt Obligation being sold but including, without duplication, any related reinvestment and the anticipated cash proceeds, if any, of such sale), and (2) amounts standing to the credit of the Principal Account and the Unused Proceeds Account (to the extent such amounts have not and will not be designated as Interest Proceeds to be credited to the Interest Account and including Eligible Investments therein but save for any interest accrued on Eligible Investments) is equal to or greater than the Reinvestment Target Par Balance; and

(d) no Restricted Trading Period shall restrict any sale of a Collateral Debt Obligation entered into by the Issuer at a time when a Restricted Trading Period is not in effect, regardless of whether such sale has settled.

"**Restructured Obligation**" means a Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) and which satisfies the Restructured Obligation Criteria as at its applicable Restructuring Date.

"**Restructured Obligation Criteria**" means the restructured obligation criteria specified in the Investment Management and Collateral Administration Agreement which are required to be satisfied in respect of each Restructured Obligation at the applicable Restructuring Date.

"**Restructuring Date**" means the date a restructuring of a Collateral Debt Obligation becomes binding on the holders thereof provided if an obligation satisfies the Restructured Obligation Criteria at a later date, such later date shall be deemed to be the Restructuring Date for the purposes of determining whether such obligation shall constitute a Restructured Obligation.

"**Retention Holder**" means AXA Investment Managers US Inc. in its capacity as retention holder in accordance with the Risk Retention Letter or any permitted transferee in accordance with the Risk Retention Letter and the other Transaction Documents.

"**Retention Note Purchase Agreement**" means the note purchase agreement in connection with the Retention Notes entered into on or about the Issue Date between the Initial Purchaser and the Retention Holder.

"**Retention Notes**" has the meaning given to it in the Risk Retention Letter.

"**Retention Requirements**" means the EU Retention Requirements and the UK Retention Requirements.

"**Revolving Obligation**" means any Collateral Debt Obligation (other than a Delayed Drawdown Collateral Debt Obligation or a Non-Euro Obligation) that is a loan (including, without limitation, revolving loans, funded and unfunded portions of revolving credit lines, unfunded commitments under specific facilities and other similar loans and investments) that pursuant to the terms of its Underlying Instruments may require one or more future advances to be made to the borrower by the Issuer; but any such Collateral Debt Obligation will be a Revolving Obligation only until all commitments to make advances to the borrower expire or are terminated or reduced to zero.

"**Risk Retention Letter**" means the risk retention letter between the Retention Holder, the Issuer, the Trustee, the Collateral Administrator and the Arranger and Initial Purchaser dated the Issue Date.

"**Rule 144A**" means Rule 144A under the Securities Act.

"**Rule 144A Notes**" means Notes offered for sale within the United States or to U.S. Persons in reliance on Rule 144A.

"**Rule 17g-5**" means Rule 17g-5 under the Exchange Act.

"**S&P**" means S&P Global Ratings UK Limited and any successor or successors thereto.

"**S&P CCC Obligation**" means all Collateral Debt Obligations, excluding Defaulted Obligations with an S&P Rating of "CCC+" or lower.

"**S&P CDO Monitor BDR**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**S&P CDO Monitor SDR**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**S&P CDO Monitor Test**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**S&P Collateral Value**" means:

(a) for each Deferring Security, Defaulted Obligation and Loss Mitigation Obligation as at the applicable Measurement Date the lower of:

(i) its prevailing Market Value; and

(ii) the relevant S&P Recovery Rate,

in each case, multiplied by, in the case of a Defaulted Obligation, its Principal Balance and in the case of a Loss Mitigation Obligation, its par value, provided, in each case, that if the Market Value cannot be determined for any reason, the S&P Collateral Value shall be determined in accordance with paragraph (a)(ii) above; and

(b) in the case of any other applicable Collateral Debt Obligation, the relevant S&P Recovery Rate multiplied by its Principal Balance.

"**S&P Industry Classification Group**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**S&P Issuer Credit Rating**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**S&P Rating**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**S&P Recovery Rate**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Sale Proceeds**" means:

(a) all proceeds received upon the sale of any Collateral Debt Obligation (save for any Asset Swap Obligation, but including any amounts transferred to the Principal Account in connection with the reclassification of any Collateral Debt Obligation as an Ineligible Portfolio Obligation in accordance with the Investment Management and Collateral Administration Agreement) excluding any sale proceeds representing accrued interest designated as Interest Proceeds, by the Investment Manager *provided* that no such designation may be made in respect of:

(i) Purchased Accrued Interest;

(ii) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts;

(iii) proceeds that represent deferred interest accrued in respect of any PIK Security; or

(iv) proceeds representing accrued interest received in respect of any Defaulted Obligation;

unless and until:

(i) such amounts represent Defaulted Obligation Excess Amounts; and

(ii) any Purchased Accrued Interest in relation to such Defaulted Obligation has been paid, together with all proceeds received upon the sale of any Collateral Enhancement Obligation, Loss Mitigation Obligation or Exchanged Equity Security;

(b) in the case of any Asset Swap Obligation, all amounts in Euro (or other currencies if applicable) payable to the Issuer by the applicable Asset Swap Counterparty in exchange for payment by the Issuer of the sale proceeds of any Collateral Debt Obligation as described in paragraph (a) above but amended to apply to such Asset Swap Obligation, under the related Asset Swap Transaction (after netting against any Asset Swap Termination Payment (determined without regard to the exclusions of unpaid amounts and Asset Swap Issuer Principal Exchange Amounts set forth in the definition thereof) payable by the Issuer in such circumstances); and

(c) in the case of any Collateral Enhancement Obligation, all proceeds and any fees received upon the sale of such Collateral Enhancement Obligation,

in each case net of any amounts expended by or payable by the Issuer or the Collateral Administrator (on behalf of the Issuer) in connection with sale, disposition or termination of such Collateral Debt Obligation.

"**Scheduled Periodic Asset Swap Counterparty Payment**" means, with respect to any Asset Swap Transaction, the periodic amounts in the nature of coupon (and not principal) scheduled to be paid to the Issuer by the applicable Asset Swap Counterparty pursuant to the terms of such Asset Swap Transaction, excluding any Asset Swap Termination Receipts, any Asset Swap Replacement Receipts and any Asset Swap Counterparty Principal Exchange Amounts.

"**Scheduled Periodic Asset Swap Issuer Payment**" means, with respect to any Asset Swap Transaction, the periodic amounts in the nature of coupon (and not principal) scheduled to be paid to the applicable Asset Swap Counterparty by the Issuer pursuant to the terms of such Asset Swap Transaction, excluding any Asset Swap Termination Payments, any Asset Swap Replacement Payments and any Asset Swap Issuer Principal Exchange Amounts.

"**Scheduled Periodic Interest Rate Hedge Counterparty Payment**" means, with respect to any Interest Rate Hedge Agreement, all amounts scheduled to be paid by the Interest Rate Hedge

Counterparty to the Issuer pursuant to the terms of such Interest Rate Hedge Agreement, excluding any Interest Rate Hedge Termination Receipt.

"**Scheduled Periodic Interest Rate Hedge Issuer Payment**" means, with respect to any Interest Rate Hedge Agreement, all amounts scheduled to be paid by the Issuer to the applicable Interest Rate Hedge Counterparty pursuant to the terms of such Interest Rate Hedge Agreement, excluding any Interest Rate Hedge Termination Payment.

"**Scheduled Principal Proceeds**" means:

(a) in the case of any Collateral Debt Obligation (other than an Asset Swap Obligation which is the subject of an Asset Swap Transaction), scheduled principal repayments received by the Issuer (including scheduled amortisation, instalment or sinking fund payments);

(b) in the case of an Asset Swap Obligation which is the subject of an Asset Swap Transaction, the scheduled final and interim payments in the nature of principal payable to the Issuer by the applicable Asset Swap Counterparty under the related Asset Swap Transaction; and

(c) in the case of any Hedge Agreements, any Hedge Replacement Receipts and Hedge Termination Payments transferred from the Hedge Termination Account into the Principal Account.

"**Seasoning Period**" means the period of 15 calendar days commencing on the Seasoning Period Effective Date.

"**Seasoning Period Effective Date**" means with respect to each Originated Asset 25 June 2024 or, if the date when the Issuer (or the Investment Manager on its behalf) entered into a binding commitment to acquire such Originated Asset is later than 25 June 2024 the date such binding obligation was entered into.

"**Second Lien Loan**" means (i) an obligation (other than a Secured Senior Loan) with a junior contractual claim on tangible or intangible property (which property is subject to a prior lien (other than customary permitted liens, such as, but not limited to, any tax liens)) to secure payment of a debt or the fulfilment of a contractual obligation; or (ii) a First-Lien Last-Out Loan, or in each case Participation therein.

"**Secured Party**" means each of the Class X Noteholders, the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Subordinated Noteholders, the Arranger, the Initial Purchaser, the Investment Manager, the Retention Holder, the Trustee, any Appointee, any Receiver, the Agents, each Hedge Counterparty and the Corporate Services Provider and "**Secured Parties**" means any two or more of them as the context so requires.

"**Secured Senior Bond**" means a Collateral Debt Obligation that is a senior secured debt security in the form of, or represented by, a bond, note, certificated debt security or other debt security (that is not a Secured Senior Loan) as determined by the Investment Manager in its reasonable business judgment, or a Participation therein, *provided* that:

(a) it is secured (such security being valid and perfected security):

(i) by assets of the Obligor thereof if and to the extent that the provision of security over assets is permissible under applicable law (save in the case of assets where the failure to take such security is consistent with reasonable secured lending practices); and otherwise

(ii) by at least 80.0 per cent. of the equity interests in the shares of an entity owning, either directly or indirectly, such assets; and

(b) no other obligation of the Obligor has any higher priority security interest in such assets or shares referred to in paragraph (a) above *provided* that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or shares if an enforcement in respect of such loan occurs, *provided further* that, solely for the purposes of calculating the Fitch Recovery Rate and the S&P Recovery Rate, such higher priority security asset may only represent up to 20.0 per cent. of the Obligor's senior debt (as determined by the Investment Manager in its reasonable business judgment).

"**Secured Senior Loan**" means a Collateral Debt Obligation (which may be a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation) that is a secured senior loan obligation as determined by the Investment Manager in its reasonable business judgment or a Participation therein, *provided* that:

(a) it is secured (such security being valid and perfected security):

(i) by assets of the Obligor thereof if and to the extent that the provision of security over assets is permissible under applicable law (save in the case of assets where the failure to take such security is consistent with reasonable secured lending practices); and otherwise

(ii) by at least 80.0 per cent. of the equity interests in the shares of an entity owning, either directly or indirectly, such assets; and

(b) no other obligation of the Obligor has any higher priority security interest in such assets or shares referred to in paragraph (a) above *provided* that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or shares if an enforcement in respect of such loan occurs, *provided further* that, solely for the purposes of calculating the Fitch Recovery Rate and the S&P Recovery Rate, such higher priority security asset may only represent up to 20.0 per cent. of the Obligor's senior debt (as determined by the Investment Manager in its reasonable business judgment).

"**Securities Act**" means the United States Securities Act of 1933, as amended.

"**Securitisation Regulation Requirements**" means the EU Securitisation Regulation Requirements and the UK Securitisation Regulation Requirements.

"**Securitisation Regulations**" means the EU Securitisation Regulation and the UK Securitisation Regulation.

"**Selling Institution**" means an institution from whom:

(a) a Participation is taken and satisfies the applicable Rating Requirement; or

(b) an Assignment is acquired.

"**Semi-Annual Obligations**" means Collateral Debt Obligations which, at the relevant date of measurement, pay interest less frequently than quarterly but which are not Annual Obligations.

"**Senior Expenses Cap**" means, in respect of each Payment Date the sum of:

(a) €300,000 per annum (pro-rated for the Due Period for the first Payment Date on the basis of a 360 day year and the actual number of days elapsed in such Due Period, and thereafter on the basis of a 360 day year comprised of twelve 30-day months with each anniversary of the first Payment Date being the start of such 360 day year); and

(b) 0.025 per cent. per annum (pro-rated for the Due Period for the first Payment Date on the basis of a 360 day year and the actual number of days elapsed in such Due Period, and thereafter on the basis of a 360 day year and the actual number of days elapsed in such Due Period, with each anniversary of the first Payment Date being the start of each 360 day year) of the Aggregate Collateral Balance as at the Determination Date immediately preceding the Payment Date in respect of such Due Period,

provided however that if the aggregate amount (x) of Trustee Fees and Expenses and Administrative Expenses paid pursuant to items (B) and (C)(1) of the Interest Proceeds Priority of Payments on each of the three immediately preceding Payment Dates (or, if a Frequency Switch Event has occurred, the immediately preceding Payment Date) and during each related Due Period, (including the Due Period relating to the current Payment Date) and (y) paid to the Principal Reduction Reserve Account pursuant to item (C)(2) of the Interest Proceeds Priority of Payments on each of the three immediately preceding Payment Dates (or, if a Frequency Switch Event has occurred, the immediately preceding Payment Date) is less than the stated Senior Expenses Cap, the amount of such shortfall will be applied to the Senior Expenses Cap with respect to the then current Payment Date. For the avoidance of doubt, any such shortfall may not at any time result in an increase of the Senior Expenses Cap on a *per annum* basis, and (ii) the Senior Expenses Cap in respect of the Payment Date immediately following a Partial Redemption Date shall be reduced (subject to a minimum value of zero) by the amount distributed as Trustee Fees and Expenses and Administrative Expenses on such Partial Redemption Date pursuant to Condition 3(j)(xv) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).

"**Senior Investment Management Fee**" means the fee payable to the Investment Manager in arrear on each Payment Date in accordance with the Priorities of Payment in respect of the immediately preceding Due Period pursuant to the Investment Management and Collateral Administration Agreement in an amount (exclusive of any applicable VAT), as determined by the Collateral Administrator, equal to 0.15 per cent. per annum (calculated on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance as at the beginning of such Due Period.

"**Senior Loan**" means a Collateral Debt Obligation that is a Secured Senior Loan, an Unsecured Senior Obligation that is a loan (and not a High Yield Bond) or a Second Lien Loan.

"**Significant Event Report**" means a report required under Article 7(1)(g) of the Securitisation Regulations.

"**Similar Law**" means 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 any interest therein) by virtue of its interest and thereby subject the Issuer or the Investment Manager (or other persons responsible for the investment and operation of the Issuer's assets) to any Other Plan Law.

"**Special Redemption**" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"**Special Redemption Amount**" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"**Special Redemption Date**" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"**Spot Rate**" means with respect to any conversion of any currency into Euro or, as the case may be, of Euro into any other relevant currency, the relevant spot rate of exchange quoted by the Collateral Administrator on the date of calculation.

"**Stated Maturity**" means, with respect to any Collateral Debt Obligation, Loss Mitigation Obligation or Eligible Investment, the date specified in such obligation as the fixed date on which the final payment or repayment of principal of such obligation is due and payable.

"**Subordinated Investment Management Fee**" means the fee payable to the Investment Manager in arrear on each Payment Date in accordance with the Priorities of Payment in respect of the immediately preceding Due Period pursuant to the Investment Management and Collateral Administration Agreement in an amount (exclusive of any applicable VAT), as determined by the Collateral Administrator, equal to 0.35 per cent. per annum (calculated on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance as at the beginning of such Due Period.

"**Subordinated Noteholders**" means the holders of any Subordinated Notes from time to time.

"**Substitute Collateral Debt Obligation**" means a Collateral Debt Obligation purchased in substitution for a previously held Collateral Debt Obligation pursuant to the terms of the Investment Management and Collateral Administration Agreement and which satisfies both the Eligibility Criteria and the Reinvestment Criteria.

"**Swap Curve Rate**" means, as at the pricing date with respect to any Refinancing Obligation in connection with the applicable Refinancing, the interest rate swap rate determined as of such measurement date with equivalent frequency and tenor to the interest rate applicable to the relevant Class of Fixed Rate Notes being refinanced as determined by the Investment Manager in consultation with any applicable placement agent

"**Swap Tax Credits**" means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Hedge Counterparty to the Issuer or a reduced payment from the Issuer to the Hedge Counterparty.

"**Swapped Non-Discount Obligation**" means any Collateral Debt Obligation that would otherwise be considered a Discount Obligation, but that is purchased with the Sale Proceeds of a Collateral Debt 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 Debt Obligation:

(a) is purchased or committed to be purchased within 30 calendar 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 Debt Obligation;

(c) is purchased at a price not less than 60.0 per cent. of the Principal Balance thereof; and

(d) the S&P Rating thereof is equal to or higher than the S&P Rating of the original Collateral Debt Obligation,

provided that:

(i) to the extent the Aggregate Principal Balance of Swapped Non-Discount Obligations exceeds 7.5 per cent. of the Aggregate Collateral Balance, such excess will not

constitute Swapped Non-Discount Obligations (and, for the avoidance of doubt, will instead constitute Discount Obligations);

(ii) to the extent the cumulative Aggregate Principal Balance of all Swapped Non-Discount Obligations acquired by the Issuer on or after the Issue Date (for the avoidance of doubt, whether or not each such Swapped Non-Discount Obligation is currently held by the Issuer) exceeds 15.0 per cent. of the Target Par Amount, such excess will not constitute Swapped Non-Discount Obligations (and, for the avoidance of doubt, will instead constitute Discount Obligations); and

(iii) such Collateral Debt Obligation will cease to be a Discount Obligation or a Swapped Non-Discount Obligation at such time as the Market Value (expressed as a percentage of par) for such Collateral Debt Obligation on each calendar day during any period of 30 consecutive calendar days since the acquisition of such Collateral Debt Obligation equals or exceeds:

(A) for a Floating Rate Collateral Debt Obligation, 90.0 per cent.; or

(B) for all other Collateral Debt Obligations, 85.0 per cent.;

and *provided further* that, for the purpose of determining which Collateral Debt Obligations qualify as Swapped Non-Discount Obligations, if the Aggregate Principal Balance of Swapped Non-Discount Obligations exceeds 7.5 per cent. of the Aggregate Collateral Balance, the Collateral Debt Obligations (or any part thereof) constituting Swapped Non-Discount Obligations shall be in the order such assets were acquired by the Issuer (or the Investment Manager on its behalf).

"**T2**" means the real time gross settlement system operated by the Eurosystem or any successor system.

"**Target Par Amount**" means €350,000,000.

"**TCA**" means the Taxes Consolidation Act 1997 of Ireland, as amended.

"**Third Party Indemnity Receipts**" has the meaning given thereto in Condition 3(j)(x) (*Expense Reserve Account*).

"**Trading Gains**" means, in respect of any Collateral Debt Obligation which is repaid, prepaid, redeemed or sold, any excess (if any) of the Principal Proceeds or Sale Proceeds received in respect thereof over the greater of (a) the principal balance of such Collateral Debt Obligation and (b) the product of the purchase price (expressed as a percentage) and the Principal Balance thereof, in each case net of (A) any expenses incurred in connection with any repayment, prepayment, redemption or sale thereof, and (B) in the case of a sale of such Collateral Debt Obligation, any interest accrued but not paid thereon which has not been capitalised as principal and included in the sale price thereof.

"**Transaction Documents**" means the Trust Deed (including these Conditions), the Agency Agreement, the Subscription Agreement, the Retention Note Purchase Agreement, the Investment Management and Collateral Administration Agreement, any Hedge Agreements, the Risk Retention Letter, the Warehouse Termination Agreement, the Collateral Acquisition Agreements, the Participation Agreements, the Corporate Services Agreement, the Conditional Sale Agreement, any Reporting Agreement and any document supplemental thereto or issued in connection therewith.

"**Transparency Requirements**" means the EU Transparency Requirements and the UK Transparency Requirements.

"**Trustee Fees and Expenses**" means the fees and expenses (including, without limitation, legal and other professional fees) and all other amounts payable to the Trustee or any Receiver or other Appointee pursuant to the Trust Deed or any other Transaction Document from time to time plus any applicable VAT thereon payable under the Trust Deed or any other Transaction Document, including indemnity payments and any fees, costs, charges and expenses (including, without limitation, legal and other professional fees) properly incurred by the Trustee in respect of any Refinancing (and in either case, to the extent such amounts relate to costs and expenses, such VAT to be limited to irrecoverable VAT).

"**UK AIFMR**" means the UK Alternative Investment Fund Managers Regulation 2013 (as amended).

"**UK CRA Regulation**" means the Credit Rating Agencies (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/266) (as may be amended or superseded from time to time).

"**UK Due Diligence Requirements**" means the diligence requirements under Article 5 of the UK Securitisation Regulation or any replacement provision included in the UK Securitisation Regulation from time to time.

"**UK Insolvency Regulation**" means the Recast EU Insolvency Regulation as it forms part of UK domestic law by virtue of the EUWA, subject to amendments made by the Insolvency (Amendment) (EU Exit) Regulations 2019 (SI 2019/146) (as may be amended or superseded from time to time).

"**UK Retention Requirements**" means the risk retention requirements under Article 6(1) of the UK Securitisation Regulation or any replacement provision included in the UK Securitisation Regulation from time to time.

"**UK Securitisation Regulation**" means Regulation (EU) 2017/2402 relating to a European framework for simple, transparent and standardised securitisation in the form in effect on 31 December 2020 which forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018, as amended by the Securitisation (Amendment) (EU Exit) Regulations 2019 of the United Kingdom and as further amended, varied or substituted from time to time as a matter of UK law, including (i) any technical standards thereunder as may be effective from time to time and (ii) any guidance relating thereto as may from time to time be published by the UK Financial Conduct Authority and/or the UK Prudential Regulation Authority (or, in each case, any successor thereto).

"**UK Securitisation Regulation Requirements**" means the UK Retention Requirement, the UK Transparency Requirements and the UK Due Diligence Requirements.

"**UK Transparency Requirements**" means the disclosure requirements under Article 7 of the UK Securitisation Regulation or any replacement provision included in the UK Securitisation Regulation from time to time.

"**Underlying Instrument**" means the agreements or instruments pursuant to which a Collateral Debt Obligation or Loss Mitigation Obligation has been issued or created and each other agreement that governs the terms of, or secures the obligations represented by, such Collateral Debt Obligation or Loss Mitigation Obligation or under which the holders or creditors under such Collateral Debt Obligation or Loss Mitigation Obligation are the beneficiaries.

"**Unfunded Amount**" means, with respect to any Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation, the excess, if any, of:

(a) the Commitment Amount under such Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation, as the case may be, at such time; over

(b) the Funded Amount thereof at such time.

"**Unfunded Revolver Reserve Account**" means the account of the Issuer established and maintained with the Account Bank pursuant to the Agency Agreement, amounts standing to the credit of which, subject to certain conditions, may be used to fund in full the amount of any unfunded commitments or unfunded liabilities from time to time, in relation to Delayed Drawdown Collateral Debt Obligations, Loss Mitigation Obligations and Revolving Obligations.

"**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.

"**Unpaid Class X Principal Amortisation Amount**" means, for any Payment Date, the aggregate amount of all or any portion of the Class X Principal Amortisation Amount for any prior Payment Dates that were not paid on such prior Payment Dates.

"**Unscheduled Principal Proceeds**" means:

(a) with respect to any Collateral Debt Obligation (other than an Asset Swap Obligation), principal proceeds received by the Issuer prior to the Stated Maturity thereof as a result of optional redemptions, prepayments (including any acceleration) or Offers (excluding any premiums or make whole amounts in excess of the principal amount of such Collateral Debt Obligation); and

(b) in the case of any Asset Swap Obligation, the Asset Swap Counterparty Principal Exchange Amount payable in respect of the amounts referred to in paragraph (a) above pursuant to the related Asset Swap Transaction, together with:

(i) any related Asset Swap Termination Receipts but less any related Asset Swap Termination Payments (to the extent any are payable and in each case determined without regard to the exclusions of unpaid amounts and Asset Swap Counterparty Principal Exchange Amounts or (as applicable) Asset Swap Issuer Principal Exchange Amounts set forth in the definitions thereof) and only to the extent not required for application towards the cost of entry into a Replacement Asset Swap Transaction; and

(ii) any related Asset Swap Replacement Receipts but only to the extent not required for application towards any related Asset Swap Termination Payments.

"**Unsecured Senior Obligation**" means a Collateral Debt Obligation that:

(a) is an obligation senior to any unsecured, subordinated obligation of the Obligor as determined by the Investment Manager in its reasonable business judgment; and

(b) is not secured by:

(i) assets of the Obligor or guarantor thereof if and to the extent that the granting of security over assets is permissible under applicable law; or

(ii) at least 80.0 per cent. of the equity interests in the shares of an entity owning such assets.

"**Unused Proceeds Account**" means an account in the name of the Issuer with the Account Bank into which the Issuer will procure amounts are deposited in accordance with Condition 3(j)(iii) (*Unused Proceeds Account*).

"**Uptier Priming Debt**" means any Collateral Debt Obligation that is Superpriority New Money Debt or Rolled Senior Uptier Debt acquired by the Issuer resulting from, or received in connection with, an Uptier Priming Transaction.

"**Uptier Priming Transaction**" means any transaction effected in connection with a Collateral Debt Obligation held by the Issuer, in which (x) new money priming debt is issued by the Obligor (or an Affiliate of the Obligor) of such Collateral Debt Obligation which will be senior in priority (including structurally senior) to the Collateral Debt Obligation held by the Issuer ("**Superpriority New Money Debt**") and (y) any of the current creditors (with respect to such Collateral Debt Obligation) have the opportunity to exchange their current debt 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 (including structurally senior) to the Collateral Debt Obligation held by the Issuer ("**Rolled Senior Uptier Debt**"); provided that the Issuer shall participate in the Superpriority New Money Debt only to the extent that it is offered and participates in the related Rolled Senior Uptier Debt.

"**U.S. Person**" means a U.S. person as such term is defined under Regulation S.

"**U.S. Retention Regulations**" means the U.S. Risk Retention Rules together with any New Risk Retention Rule.

"**U.S. Risk Retention Rules**" means the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act, as amended from time to time.

"**VAT**" means any:

(a) tax imposed under the United Kingdom Value Added Tax Act 1994;

(b) tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(c) other tax of a similar nature (whether substituted for, or levied in addition to such tax referred to in paragraph (a) or (b) above and whether in the United Kingdom, the European Union or imposed elsewhere).

"**Volcker Rule**" means Section 13 of the U.S. Bank Holding Company Act of 1956, as amended (12 U.S.C. §1851) and the regulations implementing the Volcker Rule issued by the Board of Governors of the Federal Reserve System.

"**Warehouse Arrangements**" means the warehouse financing and related arrangements entered into by the Issuer prior to the Issue Date to, inter alia, finance the acquisition of Collateral Debt Obligations prior to the Issue Date.

"**Warehouse Termination Agreement**" means the termination agreement dated on or about the Issue Date relating to the termination of the Warehouse Arrangements.

"**Weighted Average Fixed Coupon**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Weighted Average Life Test**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Weighted Average Spread**" has the meaning given to it in the Investment Management and Collateral Administration Agreement.

"**Written Resolution**" means any Resolution of the Noteholders in writing, as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

2. Form and Denomination, Title, Transfer and Exchange

(a) Form and Denomination

The Notes of each Class may be issued in (i) global, definitive, certificated, fully registered form, without interest coupons, talons and principal receipts attached or (ii) dematerialised, definitive, fully registered form, without interest coupons, talons and principal receipts attached, in each case in the applicable Minimum Denomination and integral multiples of any Authorised Integral Amount in excess thereof. A Global Certificate or Definitive Certificate (as applicable) will be issued to each Noteholder in respect of its registered holding of Notes. Each Definitive Certificate will be numbered serially with an identifying number which will be recorded in the Register which the Issuer shall procure to be kept by the Registrar.

(b) Title to the Registered Notes

Title to the Notes passes upon registration of transfers in the Register in accordance with the provisions of the Agency Agreement and the Trust Deed. Notes will be transferable only on the books of the Issuer and its agents. The registered holder of any Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

(c) Transfer

One or more Notes may be transferred in whole or in part in nominal amounts of the applicable Authorised Denomination only upon the receipt by the Registrar or any Transfer Agent, at its specified office of, of a duly completed and executed transfer form and together with such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of Notes represented by one Definitive Certificate, a new Definitive Certificate will be issued to the transferee in respect of the part transferred and a further new Definitive Certificate in respect of the balance of the holding not transferred will be issued to the transferor. The Issuer shall procure that at all times the Register is kept and maintained outside the United Kingdom and that no entire copy of the Register is created, kept or maintained within the United Kingdom.

(d) Delivery of New Certificates

Each new Definitive Certificate to be issued pursuant to Condition 2(c) (*Transfer*) will be available for delivery within five (5) Business Days of receipt of such form of transfer . Delivery of new Definitive Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar, as the case may be, to whom delivery shall have been made or, at the option of the holder making such delivery as aforesaid and as specified in the form of transfer or otherwise in writing, shall be sent by pre-paid first class post, at the risk of the holder entitled to the new Definitive Certificate, to such address as may be so specified. In this Condition 2(d) (*Delivery of New*

Certificates), "**Business Day**" means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified offices of the Transfer Agent and the Registrar.

(e) Transfer Free of Charge

Transfer of Notes and Definitive Certificates representing such Notes in accordance with these Conditions on registration or transfer will be effected without charge to the Noteholders by or on behalf of the Issuer, the Registrar or the Transfer Agent, but upon payment (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to it.

(f) Closed Periods

No Noteholder may require the transfer of a Note to be registered:

(i) during the period of 15 calendar days ending on the due date for redemption (in full) of that Note; or

(ii) during the period of seven calendar days ending on (and including) any Record Date.

(g) Regulations Concerning Transfer and Registration

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning the transfer of Notes scheduled to the Trust Deed, including without limitation, that a transfer of Notes in breach of certain of such regulations will result in such transfer being void *ab initio*. The regulations may be changed by the Issuer in any manner which is reasonably required by the Issuer (after consultation with the Trustee) to reflect changes in legal or regulatory requirements or in any other manner which, in the opinion of the Issuer (after consultation with the Trustee and subject to not less than 60 calendar days' notice of any such change having been given to the Noteholders in accordance with Condition 16 (*Notices*)), is not prejudicial to the interests of the holders of the relevant Class of Notes. A copy of the current regulations may be inspected at the offices of any Transfer Agent during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes and will be sent by the Registrar to any Noteholder who so requests.

(h) Forced Transfer of Rule 144A Notes

If the Issuer determines at any time that any holder of an interest in a Rule 144A Note (1) is a U.S. Person and (2) is not a QIB/QP (any such person, a "**Non-Permitted Holder**"), the Issuer shall promptly after determination that such person is a Non-Permitted Holder by the Issuer or a Transfer Agent (and notice by such Transfer Agent to the Issuer, if such Transfer Agent makes the determination), send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its Notes outside the United States to a non-U.S. Person or within the United States to a U.S. Person that is a QIB/QP within 30 calendar days of the date of such notice. If such Non-Permitted Holder fails to effect the transfer of its Rule 144A Notes within such 30 calendar day period, (a) the Issuer shall cause such Rule 144A Notes to be transferred in a sale to a person or entity that certifies to the Issuer and the Transfer Agent, in connection with such transfer, that such person or entity either is not a U.S. Person or is a QIB/QP and

(b) pending such transfer, no further payments will be made in respect of such beneficial interest. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Rule 144A Notes and selling such Rule 144A Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. Each Noteholder and each other person in the chain of title to the Non-Permitted Holder by its acceptance of an interest in the Rule 144A Notes agrees to cooperate with the Issuer to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the selling Noteholder. The terms and conditions of any sale hereunder shall be determined in the sole discretion of the Issuer, subject to the transfer restrictions set out herein, and none of the Issuer, the Trustee or the Registrar shall be liable to any person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion. The Issuer and the Registrar reserve the right to require any holder of Notes to submit a written certification substantiating that it is a QIB/QP or a non-U.S. Person. If such holder fails to submit any such requested written certification on a timely basis, the Issuer has the right to assume that the holder of the Notes from whom such a certification is requested is not a QIB/QP or a non-U.S. Person. Furthermore, the Issuer and the Registrar reserve the right to refuse to honour a transfer of beneficial interests in a Rule 144A Note to any Person who is not either a non-U.S. Person or a U.S. Person that is a QIB/QP.

(i) Forced sale pursuant to FATCA

Each Noteholder (which, for the purposes of this Condition 2(i) (*Forced sale pursuant to FATCA*) may include a nominee or beneficial owner of a Note) will agree to provide the Issuer and its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to comply with FATCA and/or the CRS and to prevent the imposition of tax under FATCA on payments to or for the benefit of the Issuer and/or fines or penalties under the CRS, and update or correct such information or documentation as necessary. In the event the Noteholder fails to provide or update such information or documentation for the purposes of FATCA, or to the extent that its ownership of the Notes would otherwise cause the Issuer to be subject to tax under FATCA, (A) the Issuer and its agents are authorised to withhold amounts otherwise distributable to the Noteholder as compensation for any taxes to which the Issuer is subject under FATCA as a result of such failure or the Noteholder's ownership of Notes, and (B) to the extent necessary to avoid an adverse effect on the Issuer as a result of such failure or such ownership, the Issuer will have the right to compel the Noteholder to sell its Notes (other than the Retention Notes), and, if the Noteholder does not sell its Notes (other than the Retention Notes) within ten (10) Business Days after notice from the Issuer or any agent of the Issuer, the Issuer will have the right to sell such Notes (other than the Retention 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 costs, charges, and taxes incurred by the Issuer in connection with such sale) to the Noteholder as payment in full for such Notes. The Issuer may assign each such Note, or procure that each such Note is assigned, a separate ISIN in the Issuer's sole discretion. For the avoidance of doubt, the Issuer shall have the right to sell a beneficial owner's interest in a Note in its entirety notwithstanding that the sale of a portion of such an interest would permit the Issuer to comply with FATCA. The Noteholder 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 Office of Revenue Commissioners of Ireland, 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 complies with FATCA and the CRS.

(j) Forced Transfer pursuant to ERISA

If any Noteholder is determined by the Issuer to be a Noteholder who has made or is deemed to have made a prohibited transaction, Benefit Plan Investor, Controlling Person, Other Plan Law, Similar Law or other ERISA representation that is subsequently shown to be false or misleading, or whose beneficial ownership otherwise causes a violation of the 25.0 per cent. limitation set out in Title I of ERISA and the related U.S. Department of Labor regulations (any such Noteholder a "**Non-Permitted ERISA Holder**"), the Non-Permitted ERISA Holder may be required by the Issuer to sell or otherwise transfer its Notes to an eligible purchaser (selected by the Issuer) within ten (10) days of receipt of notice from the Issuer to such Non-Permitted ERISA Holder requiring such sale or transfer at a price to be agreed between the Issuer (exercising its sole discretion) and such eligible purchaser at the time of sale, subject to the transfer restrictions set out in the Trust Deed. Each Noteholder and each other Person in the chain of title from the Noteholder, by its acceptance of an interest in such Notes, agrees to cooperate with the Issuer, to the extent required to effect such transfers. None of the Issuer, the Trustee and the Registrar shall be liable to any Noteholder having an interest in the Notes sold or otherwise transferred as a result of any such sale or transfer. The Issuer shall be entitled to deduct from the sale or transfer price an amount equal to all the expenses and costs incurred and any loss suffered by the Issuer as a result of such forced transfer. The Non-Permitted ERISA Holder will receive the balance, if any.

(k) Forced Transfer Mechanics and Registrar Authorisation

In order to effect the forced transfer provisions set out in Conditions 2(h) (*Forced Transfer of Rule 144A Notes*), 2(i) (*Forced sale pursuant to FATCA*) and 2(j) (*Forced Transfer pursuant to ERISA*), the Issuer may repay any affected Notes at par value and issue replacement Notes and the Issuer, the Trustee and the Agents (each at the expense of the Issuer) shall work with the Clearing Systems to take such action as may be necessary to effect such repayment and issue of replacement Notes. The Noteholders hereby authorise the Registrar and the Clearing Systems to take such actions as are necessary in order to effect the forced transfer provisions set out in Conditions 2(h) (*Forced Transfer of Rule 144A Notes*), 2(i) (*Forced Transfer pursuant to FATCA*) and 2(j) (*Forced Transfer pursuant to ERISA*) above without the need for any further express instruction from any affected Noteholder. The Noteholders shall be bound by any actions taken by the Registrar, the Clearing Systems or any other party taken pursuant to the above-named Conditions. For the avoidance of doubt, none of the Issuer, the Trustee, the Transfer Agent and the Registrar shall be liable to any Noteholder having an interest in the Notes sold or otherwise transferred as a result of any such sale or transfer.

(l) Contributions

Any Noteholder may make a contribution of cash (a "**Contribution**" and each such Noteholder, a "**Contributor**") at any time. The Investment Manager, on behalf of the Issuer, may accept or reject any Contribution in its reasonable discretion and will notify the Collateral Administrator of any such acceptance. If a Contribution is accepted, it

will be received into the Contribution Account and applied towards a Permitted Use by the Investment Manager on behalf of the Issuer as directed by the Contributor at the time such Contribution is made (or, if no direction is given by the Contributor, at the Investment Manager's reasonable discretion) in accordance with Condition 3(j)(xi) (*Contribution Account*). No Contribution or portion thereof will be returned to the Contributor at any time. The acceptance of Contributions shall be subject to the following conditions:

(i) on each occasion, subject to a maximum of three occasions in aggregate, Contributions from Contributors shall be a minimum of €500,000;

(ii) the cumulative aggregate amount of Contributions may not exceed €5,000,000; and

(iii) the Class F Par Value Test is satisfied.

3. Status

(a) Status

The Notes of each Class constitutes direct, general, secured, unconditional obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 4(c) (*Limited Recourse and Non-Petition*). The Notes of each Class is secured in the manner described in Condition 4(a) (*Security*) and, within each Class, shall at all times rank *pari passu* and without any preference amongst themselves.

(b) Relationship Among the Classes

The Notes of each Class are constituted by the Trust Deed and are secured on the Collateral as further described in the Trust Deed. Payments of interest on the Class X Notes and the Class A Notes shall rank *pari passu* in the right to receive payments of interest on each Payment Date. Payments of interest on the Class X Notes and the Class A Notes will rank senior to payments of interest on each Payment Date in respect of each other Class; payments of interest on the Class B Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes and the Class A Notes, but senior in right of payment to payments of interest in respect of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class C Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes, and the Class B Notes, but senior in right of payment to payments of interest on the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class D Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes, but senior in right of payment to payments of interest on the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class E Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, but senior in right of payment to payments of interest on the Class F Notes and the Subordinated Notes; payments of interest on the Class F Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, but senior in right of payment to payments of interest on the

Subordinated Notes; and Payments of interest on the Subordinated Notes will be subordinated in right of payment to payments of interest in respect of the Rated Notes. Interest on the Subordinated Notes shall be paid *pari passu* and without any preference amongst themselves.

No amount of principal in respect of the Class B Notes shall become due and payable until redemption and payment in full of the Class X and Class A Notes. No amount of principal in respect of the Class C Notes shall become due and payable until redemption and payment in full of the Class X Notes and the Class A Notes, and the Class B Notes. No amount of principal in respect of the Class D Notes shall become due and payable until redemption and payment in full of the Class X Notes and the Class A Notes, the Class B Notes and the Class C Notes. No amount of principal in respect of the Class E Notes shall become due and payable until redemption and payment in full of the Class X Notes and the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes. No amount of principal in respect of the Class F Notes shall become due and payable until redemption and payment in full of the Class X Notes and the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. Subject to the applicability of the Post-Acceleration Priority of Payments, the Subordinated Notes will be entitled to receive, out of Principal Proceeds, the amounts described under the Principal Proceeds Priority of Payments. Payments on the Subordinated Notes are subordinated to payments on the Rated Notes and other amounts described in the Priorities of Payment and no payments out of Principal Proceeds will be made on the Subordinated Notes until the Rated Notes and other payments ranking prior to the Subordinated Notes in accordance with the Priorities of Payment are paid in full.

(c) Priorities of Payment

The Collateral Administrator shall (on the basis of the Payment Date Report prepared by the Collateral Administrator in consultation with the Investment Manager pursuant to the terms of the Investment Management and Collateral Administration Agreement on each Determination Date), on behalf of the Issuer (i) on each Payment Date prior to the delivery (actual or deemed) of an Acceleration Notice in accordance with Condition 10(b) (*Acceleration*); (ii) following delivery (actual or deemed) of an Acceleration Notice which has subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*); and (iii) other than in connection with an optional redemption in whole under Condition 7(b) (*Optional Redemption*) or in accordance with Condition 7(g) (*Redemption following Note Tax Event*) (in which event the Post-Acceleration Priority of Payments shall apply), instruct the Account Bank to disburse Interest Proceeds and Principal Proceeds transferred to the Payment Account, in each case, in accordance with the following Priorities of Payment:

(i) Application of Interest Proceeds

Subject as further provided below, Interest Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and in the case of any Payment Date that is a Partial Redemption Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(j)(xv) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)):

(A) to the payment of:

(1) *firstly*, taxes owing by the Issuer accrued in respect of the related Due Period (other than Irish corporate income tax in relation to the Issuer Profit Amount), as certified by an Authorised Officer of the Issuer to the Collateral Administrator, if any, (save for any VAT payable in respect of any Investment Management Fee or any tax payable in relation to any amount payable to any person in accordance with the following paragraphs which arise as a result of the payment of that amount to the relevant person); and

(2) *secondly*, the Issuer Profit Amount to be retained by the Issuer, for deposit into the Issuer Irish Account from time to time;

(B) to the payment of accrued and unpaid Trustee Fees and Expenses, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period, *provided* that upon the occurrence of an Event of Default which is continuing, the Senior Expenses Cap shall not apply in respect of such Trustee Fees and Expenses;

(C) to the payment of:

(1) *firstly*, Administrative Expenses in the order of priority stated in the definition thereof, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period less any amounts paid pursuant to paragraph (B) above *provided* that upon the occurrence of an Event of Default which is continuing, the Senior Expenses Cap shall not apply in respect of amounts payable under paragraph (a) of the definition of Administrative Expenses; and

(2) *secondly*, to the extent that the Senior Expenses Cap in respect of the related Due Period exceeds the aggregate of the Trustee Fees and Expenses and Administrative Expenses payable in respect of such Due Period, to the payment of an amount, at the Investment Manager's discretion, equal to or lower than such excess to the Principal Reduction Reserve Account, *provided* that the amount paid into the Principal Reduction Reserve Account pursuant to this paragraph (C)(2) may not exceed €50,000 per annum (*pro rated* for the Due Period in which such Payment Date occurs on the basis of a 360 day year comprised of twelve 30 day months, *provided however* that if the amount paid into the Principal Reduction Reserve Account pursuant to this paragraph (C)(2) on each of the three immediately preceding Payment Dates (or, if a Frequency Switch Event has occurred, the immediately preceding Payment Date) is less than such maximum permitted *pro-rata* amount, the applicable shortfall shall be added to the maximum permitted *pro-rata* amount with respect to the then current Payment Date), and *provided further* that upon the occurrence of an Event of Default which is continuing in

accordance with Condition 10 (*Events of Default*) no further funding of the Principal Reduction Reserve Account shall in such case be permitted pursuant to this paragraph (C)(2);

(D) to the Expense Reserve Account, at the Investment Manager's discretion, of an amount equal to the Ongoing Expense Reserve Amount;

(E) to the payment:

(1) *firstly*, to the Investment Manager of the Senior Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant tax authority) (save for any Deferred Senior Investment Management Amounts) except that the Investment Manager may, in its sole discretion, elect to (x) designate for reinvestment in Collateral Debt Obligations or Loss Mitigation Obligations or (y) defer payment of, in each case some or all of the amounts that would have been payable to the Investment Manager under this paragraph (E) (any such amounts, being "**Deferred Senior Investment Management Amounts**") on any Payment Date, *provided* that any such amount in the case of (x) shall (i) be used to purchase Substitute Collateral Debt Obligations or Loss Mitigation Obligations; or (ii) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations or Loss Mitigation Obligations; or in the case of (y), shall be applied to the payment of amounts in accordance with paragraphs (F) to (Z) and (BB) to (DD) below, subject in each case to the Investment Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied; and

(2) *secondly*, to the Investment Manager of any previously due and unpaid Senior Investment Management Fees (other than Deferred Senior Investment Management Amounts) and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant tax authority);

(F) to the payment on a *pro-rata* basis of any Scheduled Periodic Interest Rate Hedge Issuer Payments (to the extent not paid out of the Interest Account) or Scheduled Periodic Asset Swap Issuer Payments due and payable to any applicable Hedge Counterparty (to the extent not paid from funds available in the applicable Asset Swap Account) and Hedge Termination Payments (other than Defaulted Hedge Termination Payments (to the extent not paid out of the Hedge Termination Account));

(G) to the payment on a *pro rata* and *pari passu* basis of (1)(a) the Interest Amounts due and payable on the Class X Notes in respect of the Accrual Period ending on such Payment Date, (b) the Class X Principal

Amortisation Amount due and payable on such Payment Date and (c) any Unpaid Class X Principal Amortisation Amount as of such Payment Date, and (2) all Interest Amounts due and payable on the Class A Notes in respect of the Accrual Period ending on such Payment Date, and all other Interest Amounts due and payable on such Class A Notes;

(H) to the payment on a *pro-rata* basis of the Interest Amounts due and payable on the Class B Notes in respect of the Accrual Period ending on such Payment Date and all other Interest Amounts due and payable on the Class B Notes;

(I) if (i) the Class A/B Par Value Test is not satisfied on any Determination Date commencing from the Effective Date, or (ii) the Class A/B Interest Coverage Test is not satisfied on any Determination Date commencing from the Determination Date immediately preceding the second Payment Date following the Effective Date, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class A/B Coverage Test to be satisfied if recalculated following such redemption;

(J) to the payment on a *pro-rata* basis of the Interest Amounts due and payable on the Class C Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(K) to the payment on a *pro-rata* basis of any Deferred Interest on the Class C Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(L) if (i) the Class C Par Value Test is not satisfied on any Determination Date commencing from the Effective Date, or (ii) the Class C Interest Coverage Test is not satisfied on any Determination Date commencing from the Determination Date immediately preceding the second Payment Date following the Effective Date, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class C Coverage Test to be satisfied if recalculated following such redemption;

(M) to the payment on a *pro-rata* basis of the Interest Amounts due and payable on the Class D Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(N) to the payment on a *pro-rata* basis of any Deferred Interest on the Class D Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(O) if (i) the Class D Par Value Test is not satisfied on any Determination Date commencing from the Effective Date, or (ii) the Class D Interest Coverage Test is not satisfied on any Determination Date commencing from the Determination Date immediately preceding the second

Payment Date following the Effective Date, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class D Coverage Test to be satisfied if recalculated following such redemption;

(P) to the payment on a *pro-rata* basis of the Interest Amounts due and payable on the Class E Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(Q) to the payment on a *pro-rata* basis of any Deferred Interest on the Class E Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(R) if the Class E Par Value Test is not satisfied on any Determination Date commencing from the Effective Date, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause the Class E Par Value Test to be satisfied if recalculated following such redemption;

(S) to the payment on a *pro-rata* basis of the Interest Amounts due and payable on the Class F Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

(T) to the payment on a *pro-rata* basis of any Deferred Interest on the Class F Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);

(U) if the Class F Par Value Test is not satisfied on any Determination Date following the expiry of the Reinvestment Period, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause such Class F Par Value Test to be satisfied if recalculated following such redemption;

(V) on the Payment Date next following the Effective Date (and on each Payment Date thereafter to the extent required), in the event of the occurrence of an Effective Date Rating Event which is continuing on the Determination Date prior to such Payment Date, to redeem or repay (as the case may be) the Notes in full in accordance with the Note Payment Sequence or, if earlier, until an Effective Date Rating Event is no longer continuing;

(W) if, on any Determination Date commencing from the Effective Date and during the Reinvestment Period, after giving effect to the payment of all amounts payable in respect of paragraphs (A) to (V) (inclusive) above, the Reinvestment Overcollateralisation Test has not been met, to the payment to the Principal Account as Principal Proceeds, for the acquisition of additional Collateral Debt Obligations in an amount equal to the lesser of:

(1) 50.0 per cent. of all remaining Interest Proceeds available for payment; and

(2) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) to (V) (inclusive) above, would be sufficient to cause the Reinvestment Overcollateralisation Test to be met;

(X) in payment of Trustee Fees and Expenses (if any) not paid by reason of the Senior Expenses Cap;

(Y) in payment of Administrative Expenses (if any) in the order of priority stated in the definition thereof not paid by reason of the Senior Expenses Cap;

(Z) to transfer amounts to the Principal Reduction Reserve Account to the extent necessary, in the Investment Manager's reasonable determination to cover anticipated Principal Reductions for the Due Period in which such Payment Date occurs;

(AA) to the payment:

(1) *firstly*, to the Investment Manager of the Subordinated Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant tax authority) (save for any Deferred Subordinated Investment Management Amount) until such amount has been paid in full except that the Investment Manager may, in its sole discretion elect to (x) irrevocably waive some or all of the amounts that would have been payable to the Investment Manager under this paragraph (AA)(1), (y) designate for reinvestment in additional Collateral Debt Obligations, Loss Mitigation Obligations or Substitute Collateral Debt Obligations some or all of the amounts that would have been payable to the Investment Manager under this paragraph (AA)(1) or (z) defer payment of some or all of the amounts that would have been payable to the Investment Manager under this paragraph (AA)(1) (any such amounts in (y) and (z), being "**Deferred Subordinated Investment Management Amounts**") on any Payment Date, *provided* that any such amount in the case of (y) shall (i) be used to purchase Substitute Collateral Debt Obligations or Loss Mitigation Obligations; or (ii) be deposited in the Interest Account pending reinvestment in Substitute Collateral Debt Obligations or Loss Mitigation Obligations; or in the case of (x) or (z), shall be applied to the payment of amounts in accordance with paragraphs (BB) to (DD) (inclusive) below, subject in each case to the Investment Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied;

(2) *secondly*, to the Investment Manager of any previously due and unpaid Subordinated Investment Management Fee (other than Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts) and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority);

(3) *thirdly*, at the election of the Investment Manager (at its sole discretion) to the Investment Manager in payment of any previously Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant taxing authority); and

(4) *fourthly* , at the election of the Investment Manager (in its sole and absolute discretion), to the repayment of any outstanding Investment Manager Advances and any interest thereon;

(BB) to the payment on a *pro-rata* and *pari passu* basis of any Defaulted Hedge Termination Payments due to any Hedge Counterparty not paid in accordance with paragraph (F) above;

(CC) during the Reinvestment Period at the direction and in the discretion of the Investment Manager, to transfer to the Collateral Enhancement Account, any Collateral Enhancement Amount; and

(DD)

(1) *firstly*, if the Incentive Investment Management Fee IRR Threshold has not been reached, any remaining Interest Proceeds to the payment of interest on the Subordinated Notes on a *pro-rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Investment Management Fee IRR Threshold is reached; and

(2) *secondly*, if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date including pursuant to sub-paragraph (1) above, and paragraph (U) of the Principal Proceeds Priority of Payments, the Incentive Investment Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) 20.0 per cent. of any remaining Interest Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee and any VAT

thereon whether payable to the Investment Manager or directly to the relevant tax authority; and

(b) any remaining Interest Proceeds after the payment of the Incentive Investment Management Fee pursuant to (a) above, to the payment of interest on the Subordinated Notes on a *pro-rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

For the avoidance of doubt, any Senior Investment Management Fees or Subordinated Investment Management Fees (as applicable) which are deferred, waived or designated for reinvestment (as applicable) pursuant to any of the paragraphs above shall not be treated as unpaid for the purposes of paragraphs (E) and (AA) (as applicable). Any amounts so deferred or waived shall be payable on subsequent Payment Dates in accordance with the applicable Priorities of Payment.

(ii) Application of Principal Proceeds

Principal Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and in the case of any Payment Date that is a Partial Redemption Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(j)(xv) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*):

(A) to the payment, on a sequential basis, of the amounts referred to in paragraphs (A) to (H) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder;

(B) to the payment of the amounts referred to in paragraph (I) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class A/B Coverage Tests that are applicable on such Payment Date with respect to the Class A Notes and the Class B Notes to be satisfied if recalculated following such redemption;

(C) to the payment of the amounts referred to in paragraph (J) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only if the Class C Notes are the Controlling Class;

(D) to the payment of the amounts referred to in paragraph (K) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only if the Class C Notes are the Controlling Class;

(E) to the payment of the amounts referred to in paragraph (L) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class C Coverage Tests that are applicable on such Payment Date with respect to the Class C Notes to be satisfied if recalculated following such redemption;

(F) to the payment of the amounts referred to in paragraph (M) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only if the Class D Notes are the Controlling Class;

(G) to the payment of the amounts referred to in paragraph (N) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only if the Class D Notes are the Controlling Class;

(H) to the payment of the amounts referred to in paragraph (O) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class D Coverage Tests that are applicable on such Payment Date with respect to the Class D Notes to be satisfied if recalculated following such redemption;

(I) to the payment of the amounts referred to in paragraph (P) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only if the Class E Notes are the Controlling Class;

(J) to the payment of the amounts referred to in paragraph (Q) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only if the Class E Notes are the Controlling Class;

(K) to the payment of the amounts referred to in paragraph (R) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class E Par Value Test that is applicable on such Payment Date to be satisfied if recalculated following such redemption;

(L) to the payment of the amounts referred to in paragraph (S) of the Interest Proceeds Priority of Payments and only to the extent not paid in full thereunder and only if the Class F Notes are the Controlling Class;

(M) to the payment of the amounts referred to in paragraph (T) of the Interest Proceeds Priority of Payments, and only to the extent not paid in full thereunder and only if the Class F Notes are the Controlling Class;

(N) to the payment of the amounts referred to in paragraph (U) of the Interest Proceeds Priority of Payments but only to the extent not paid

in full thereunder and only to the extent necessary to cause the Class F Par Value Test applicable on such Payment Date with respect to the Class F Notes to be satisfied if recalculated following such redemption;

(O) to the payment of the amounts referred to in paragraph (V) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder;

(P) to the payment of an amount equal to the Special Redemption Amount (if any), applicable to such Payment Date if it is a Special Redemption Date falling during the Reinvestment Period;

(Q) to the payment on a sequential basis of the amounts referred to in paragraphs (X) to (AA) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder;

(R) (1) during the Reinvestment Period, at the discretion of the Investment Manager, either to purchase Substitute Collateral Debt Obligations or to credit the Principal Account pending reinvestment in Substitute Collateral Debt Obligations at a later date in each case in accordance with the Investment Management and Collateral Administration Agreement; and

(2) after the Reinvestment Period in the case of Principal Proceeds representing Unscheduled Principal Proceeds, Sale Proceeds from the sale of Credit Impaired Obligations and Sale Proceeds from the sale of Credit Improved Obligations at the discretion of the Investment Manager, either to purchase Substitute Collateral Debt Obligations or to credit the Principal Account pending reinvestment in Substitute Collateral Debt Obligations at a later date in each case in accordance with the Investment Management and Collateral Administration Agreement;

(S) after the Reinvestment Period, to redeem or repay (as the case may be) the Notes in accordance with the Note Payment Sequence;

(T) to the payment of the amounts referred to in paragraph (BB) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder; and

(U) (1) *firstly*, if the Incentive Investment Management Fee IRR Threshold has not been reached, any remaining Principal Proceeds to the payment on the Subordinated Notes on a *pro-rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Investment Management Fee IRR Threshold is reached; and

(2) *secondly*, if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date including pursuant to paragraph (1) above and, paragraph (DD) of the Interest Proceeds Priority of Payments the Incentive Investment Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) 20.0 per cent. of any remaining Principal Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee and any VAT thereon whether payable to the Investment Manager or directly to the relevant tax authority; and

(b) any remaining Principal Proceeds after the payment of the Incentive Investment Management Fee pursuant to paragraph (a) above, to the payment of principal on the Subordinated Notes on a *pro-rata* basis and thereafter to the payment of interest on the Subordinated Notes on a *pro-rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

Where the payment of any amount in accordance with the Priorities of Payment set out above is subject to any deduction or withholding for or on account of any tax or any other tax is payable to a relevant taxing authority by or on behalf of the Issuer in respect of any such amount, payment of the amount so deducted or withheld or of the tax so due shall be made to the relevant taxing authority *pari passu* with and, so far as possible, at the same time as the payment of the amount in respect of which the relevant deduction or withholding or other liability to tax has arisen. If the Issuer must account to the recipient of any payment for any amounts in respect of VAT or to any other person in respect of any Tax attributable to any of the items referred to in the Priorities of Payment set out above, then such amounts in respect of such Tax shall be paid *pro rata* and *pari passu* with such items.

(d) Non-payment of Amounts

Failure on the part of the Issuer to pay the Interest Amounts due and payable on (x) the Class X Notes and Class A Notes or the Class B Notes, or (y) following the occurrence of a Frequency Switch Event, the Controlling Class, in each case, pursuant to Condition 6 (*Interest*) in accordance with the Priorities of Payment by reason solely that there are insufficient funds standing to the credit of the Payment Account shall not be an Event of Default unless and until such failure continues for a period of at least five (5) Business Days (or ten (10) Business Days in the case of an administrative error or omission), save in each case as the result of any deduction therefrom or the imposition of withholding thereon as set forth in Condition 9 (*Taxation*). Failure on the part of the Issuer to pay Interest Amounts on the Class C Notes, the Class D Notes,

the Class E Notes, the Class F Notes or the Subordinated Notes as a result of the insufficiency of available Interest Proceeds (except in respect of the Controlling Class following the occurrence of a Frequency Switch Event) or, with respect to the Subordinated Notes, Interest Proceeds or Principal Proceeds, shall not at any time constitute an Event of Default.

Subject always, in the case of Interest Amounts payable in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to Condition 6(c) (*Deferral of Interest*) and save as otherwise provided in respect of any unpaid Investment Management Fees (and VAT payable in respect thereof), if non-payment of any amounts referred to in the Interest Proceeds Priority of Payments or the Principal Proceeds Priority of Payments occurs on any Payment Date, such amounts shall remain due and shall be payable on each subsequent Payment Date in the orders of priority provided for in this Condition 3 (*Status*). References to the amounts referred to in the Interest Proceeds Priority of Payments and the Principal Proceeds Priority of Payments of this Condition 3 (*Status*) shall include any amounts thereof not paid when due in accordance with this Condition 3 (*Status*) on any preceding Payment Date.

(e) Determination and Payment of Amounts

The Collateral Administrator will, in consultation with the Investment Manager, as of each Determination Date, calculate the amounts payable on the applicable Payment Date pursuant to the Priorities of Payment and will notify the Issuer and the Trustee of such amounts. The Account Bank and/or the Custodian, as applicable, (acting in accordance with the instructions of the Collateral Administrator who is acting in accordance with the Payment Date Report compiled by the Collateral Administrator on behalf of the Issuer), shall, on behalf of the Issuer not later than 12.00 noon (London time) on the Business Day preceding each Payment Date, cause the amounts standing to the credit of the Principal Account, the Unused Proceeds Account and if applicable the Interest Account and the Collateral Enhancement Account (together with, to the extent applicable, amounts standing to the credit of any other Account) to the extent required to pay the amounts referred to in the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Post-Acceleration Priority of Payments which are payable on such Payment Date, to be transferred to the Payment Account in accordance with Condition 3(j) (*Payments to and from the Accounts*).

(f) *De Minimis* Amounts

The Collateral Administrator may, in consultation with the Investment Manager, adjust the amounts required to be applied in payment of principal on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes from time to time pursuant to the Priorities of Payment so that the amount to be so applied in respect of each Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note and Subordinated Note is a whole amount, not involving any fraction of a 0.01 Euro or, at the discretion of the Collateral Administrator, part of a Euro.

(g) Publication of Amounts

The Collateral Administrator, on behalf of the Issuer, will cause details of the amounts of interest and principal to be paid, and any amounts of interest payable but not paid, on each Payment Date in respect of the Notes to be notified at the expense of the Issuer

to the Issuer, the Trustee, the Principal Paying Agent, the Registrar and Euronext Dublin by no later than on the Business Day preceding the applicable Payment Date by way of the Payment Date Report.

(h) Notifications to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained or discretions exercised for the purposes of the provisions of this Condition 3 (*Status*) will (in the absence of manifest error) be binding on the Issuer, the Collateral Administrator, the Investment Manager, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent and all Noteholders and (in the absence of the fraud, negligence or wilful misconduct of the Collateral Administrator) no liability to the Issuer or the Noteholders shall attach to the Collateral Administrator in connection with the exercise or non-exercise or delay in exercising by the Collateral Administrator of its powers, duties and discretions under this Condition 3 (*Status*).

(i) Accounts

The Issuer shall, on or prior to the Issue Date, establish the following accounts with the Account Bank or (as the case may be) with the Custodian:

- the Principal Account;
- the Interest Account;
- the Unused Proceeds Account;
- the Payment Account;
- the Collateral Enhancement Account;
- the Expense Reserve Account;
- the Unfunded Revolver Reserve Account;
- the Contribution Account;
- the Counterparty Downgrade Collateral Account(s);
- the Hedge Termination Account(s);
- the Asset Swap Account(s);
- the Custody Account;
- the First Period Reserve Account;
- the Interest Smoothing Account; and
- the Principal Reduction Reserve Account.

The Account Bank and the Custodian shall at all times be a financial institution satisfying the Rating Requirement applicable thereto pursuant to these Conditions and the Transaction Documents and which has the necessary regulatory capacity and licences to perform the services required by it. If the Account Bank at any time fails to

satisfy the Rating Requirement, the Issuer shall use reasonable endeavours to procure that a replacement Account Bank acceptable to the Trustee, which satisfies the Rating Requirement, is appointed in accordance with the provisions of the Agency Agreement.

Amounts standing to the credit of the Accounts (other than the Unfunded Revolver Reserve Account, the Counterparty Downgrade Collateral Account and the Payment Account) from time to time may be invested by the Investment Manager on behalf of the Issuer in Eligible Investments.

All interest accrued on any of the Accounts (other than the Counterparty Downgrade Collateral Accounts) from time to time shall be paid into the Interest Account, save to the extent that the Issuer is contractually bound to pay such amounts to a third party. All principal amounts received in respect of Eligible Investments standing to the credit of any Account from time to time shall be credited to that Account upon maturity, save to the extent that the Issuer is contractually bound to pay such amounts to a third party. All interest accrued on such Eligible Investments (including capitalised interest received upon the sale, maturity or termination of any such investment) shall be paid to the Interest Account as, and to the extent provided, above.

To the extent that any amounts required to be paid into any Account (other than the Counterparty Downgrade Collateral Account) pursuant to the provisions of this Condition 3 (*Status*) are denominated in a currency other than Euro, the Investment Manager, acting on behalf of the Issuer, may convert such amounts into the currency of the Account at the Spot Rate.

Notwithstanding any other provisions of this Condition 3(i) (*Accounts*), all amounts standing to the credit of each of the Accounts (other than (i) the Interest Account, (ii) the Payment Account, (iii) the Expense Reserve Account, (iv) the Collateral Enhancement Account and (v) all interest accrued on the Accounts and (vi) the Counterparty Downgrade Collateral Account) shall be transferred to the Payment Account and shall constitute Principal Proceeds on the Business Day prior to any redemption of the Notes in full, and all amounts standing to the credit of each of the Interest Account, the Expense Reserve Account, the Collateral Enhancement Account, the Interest Smoothing Account and, to the extent not required to be repaid to any Hedge Counterparty, the Counterparty Downgrade Collateral Account shall be transferred to the Payment Account as Interest Proceeds on the Business Day prior to any redemption of the Notes in full.

Application of amounts in respect of Swap Tax Credits received by the Issuer shall be paid out of the Interest Account to the relevant Hedge Counterparty in accordance with the terms of the relevant Hedge Agreement, without regard to the Priorities of Payment.

(j) Payments to and from the Accounts

(i) Principal Account

The Issuer will procure that the following Principal Proceeds (save for those in respect of any Asset Swap Obligations) are paid into the Principal Account promptly, upon receipt but in each case, if applicable, excluding any Trading Gains which are required to be paid into the Interest Account in accordance with Condition 3(j)(ii)(R) (*Interest Accounts*) below:

(A) all principal payments received in respect of any Collateral Debt Obligation including, without limitation, save to the extent that they relate to Asset Swap Obligations:

(1) Scheduled Principal Proceeds, other than any Interest Rate Hedge Replacement Receipts or Interest Rate Hedge Termination Receipts;

(2) amounts received in respect of any maturity, scheduled amortisation, mandatory prepayment or mandatory sinking fund payment on a Collateral Debt Obligation;

(3) Unscheduled Principal Proceeds; and

(4) any other principal payments with respect to Collateral Debt Obligations or Eligible Investments (to the extent not included in the Sale Proceeds),

but excluding any such payments received in respect of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, to the extent required to be paid into the Unfunded Revolver Reserve Account;

(B) any Asset Swap Counterparty Principal Exchange Amount (other than any payments from an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction, which shall be paid into the relevant Asset Swap Account) received by the Issuer under any Asset Swap Transactions;

(C) the Balance standing to the credit of the relevant Hedge Termination Account in the circumstances described under Condition 3(j)(viii) (*Hedge Termination Account*) below;

(D) amounts received in respect of any Asset Swap Obligation which are not required to be paid to the applicable Asset Swap Counterparty pursuant to the related Asset Swap Transaction but which are required, pursuant to the Investment Management and Collateral Administration Agreement, to be paid into the Principal Account following conversion thereof into Euro at the Applicable Exchange Rate;

(E) all interest and other amounts received in respect of any Defaulted Obligation or any Mezzanine Obligation for so long as it is a Defaulted Obligation or a Defaulted Deferring Mezzanine Obligation (as applicable) (save for Defaulted Obligation Excess Amounts and Defaulted Mezzanine Excess Amounts) and amounts representing the element of deferred interest in any payments received in respect of any PIK Security;

(F) all premiums (including prepayment premiums) receivable upon redemption of any Collateral Debt Obligation at maturity or otherwise or upon exercise of any put or call option in respect thereof which is above the outstanding principal amount of any Collateral Debt Obligation;

(G) all fees and commissions received in connection with the purchase or sale of any Collateral Debt Obligations or Eligible Investments (other than any steering committee fees, which the Investment Manager shall be entitled to retain *provided* that any fees received in connection with the extension of the maturity of a Defaulted Obligation or a reduction in the outstanding principal balance of a Defaulted Obligation shall be deposited into the Principal Account) as determined by the Investment Manager in its reasonable discretion;

(H) all Sale Proceeds received in respect of a Collateral Debt Obligation (save for any Asset Swap Obligation and for Trading Gains which are required to be paid into the Interest Account in accordance with Condition 3(j)(ii)(R) (*Interest Account*));

(I) all Distributions and Sale Proceeds received in respect of Exchanged Equity Securities;

(J) all Collateral Enhancement Obligation Proceeds;

(K) all Purchased Accrued Interest;

(L) amounts transferred to the Principal Account from any other Account as required below;

(M) all proceeds received from any additional issuance of Notes that are not invested in Collateral Debt Obligations or required to be paid into the Interest Account;

(N) any other amounts received in respect of the Collateral which are not required to be paid into another Account;

(O) all amounts transferred to the Issuer from the Counterparty Downgrade Collateral Account in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Account*);

(P) all amounts transferred from the Collateral Enhancement Account;

(Q) all amounts transferred from the Expense Reserve Account or Unused Proceeds Account;

(R) all amounts transferred from the First Period Reserve Account;

(S) any amounts received in respect of Loss Mitigation Obligations which were purchased using Principal Proceeds (and any distributions made in respect of Declared Principal Proceeds Loss Mitigation Obligations), in each case up to an amount equal to the aggregate of (i) the par value of the related Defaulted Obligations or Credit Impaired Obligation and (ii) the greater of (x) the cash price paid by the Issuer for the applicable Loss Mitigation Obligations and any other amounts in respect of any Loss Mitigation Obligations if the Investment Manager so determines (in its sole discretion) to classify such proceeds as Principal Proceeds and (y) the Principal Balance thereof;

(T) all amounts payable into the Principal Account pursuant to paragraph (W) of the Interest Proceeds Priority of Payments upon the failure to meet the Reinvestment Overcollateralisation Test during the Reinvestment Period;

(U) all principal and interest payments including Sale Proceeds received in respect of any other asset which did not satisfy the Eligibility Criteria on the date it was required to do so and which have not been sold by the Investment Manager in accordance with Investment Management and Collateral Administration Agreement, other than any Purchased Accrued Interest, together with all amounts received by the Issuer by way of gross up in respect of such interest and in respect of a claim under any applicable double taxation treaty in accordance with the Investment Management and Collateral Administration Agreement;

(V) any amount transferred from the Principal Reduction Reserve Account to the Principal Account in accordance with Condition 3(j)(xiv) (*Principal Reduction Reserve Account*);

(W) any Refinancing Proceeds in accordance with Condition 7(b)(v)(A) (*Refinancing in relation to a Redemption in Whole*); and

(X) any other amounts which are not required to be paid into any other Account in accordance with this Condition 3(j) (*Payments to and from the Accounts*).

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Principal Account:

(1) on the Business Day prior to each Payment Date, all Principal Proceeds standing to the credit of the Principal Account to the Payment Account to the extent required for disbursement pursuant to the Principal Proceeds Priority of Payments, save for:

(a) amounts deposited after the end of the related Due Period; and

(b) any Principal Proceeds deposited prior to the end of the related Due Period to the extent such Principal Proceeds are permitted to be and have been designated for reinvestment by the Investment Manager (on behalf of the Issuer) pursuant to the Investment Management and Collateral Administration Agreement (including any payments to an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction) for a period beyond such Payment Date, provided in each case, such amounts are not required to be used to pay any amounts due and payable in accordance with the Principal Proceeds Priority of Payments or to settle

any acquisitions for which the Issuer (or the Investment Manager acting on its behalf) has entered into binding commitments to purchase but which have not yet settled.

If the Coverage Tests are not satisfied, Principal Proceeds from Defaulted Obligations may not be designated for reinvestment by the Investment Manager (on behalf of the Issuer) until after the following Payment Date. No such payment to the Payment Account shall be made to the extent that such amounts are not required to be distributed pursuant to the Principal Proceeds Priority of Payments on such Payment Date;

(2) at any time at the discretion of the Investment Manager, acting on behalf of the Issuer, in accordance with the terms of, and to the extent permitted under, the Investment Management and Collateral Administration Agreement, in the acquisition of Collateral Debt Obligations including amounts equal to the Unfunded Amounts of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations which are required to be deposited in the Unfunded Revolver Reserve Account;

(3) on any Payment Date, at the discretion of the Investment Manager, acting on behalf of the Issuer, in accordance with and subject to the terms of the Investment Management and Collateral Administration Agreement, in payment of the purchase price of any Notes purchased by, or assigned to, the Issuer in accordance with Condition 7(k) (*Purchase*);

(4) on or after the Effective Date but prior to the second Payment Date falling after the Effective Date, at the discretion of the Investment Manager, to the Interest Account *provided* that:

(a) the Aggregate Collateral Balance equals or exceeds the Target Par Amount immediately prior to and following such payment (*provided* that, for the purposes of determining the Aggregate Principal Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its S&P Collateral Value and its Fitch Collateral Value);

(b) the amount paid to the Interest Account pursuant to this Condition 3(j)(i)(4) (Principal Account) and Condition 3(j)(iii)(4) (Unused Proceeds Account) in aggregate shall not exceed 1.0 per cent. of the Target Par Amount;

(c) for so long as any Notes are rated by Fitch, the Fitch Maximum Weighted Average Rating Factor Test is satisfied;

(d) for so long as any Notes are rated by S&P, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are S&P CCC Obligations;

(e) for so long as any Notes are rated by Fitch, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fitch CCC Obligations;

(f) each of the Collateral Quality Tests and the Portfolio Profile Tests are satisfied;

(g) the Class F Par Value Test is satisfied; and

(h) the ratings of each Class of Rated Notes on such date shall be no lower than each such rating prevailing on the Issue Date;

(5) at any time in order to acquire Loss Mitigation Obligations (other than Extended Loss Mitigation Obligations) in accordance with the terms of, and to the extent permitted under, the Investment Management and Collateral Administration Agreement, including amounts equal to the Unfunded Amounts in respect of any Loss Mitigation Obligations which are required to be deposited in the Unfunded Revolver Reserve Account;

(6) on any Business Day, following the designation by the Investment Manager of a Loss Mitigation Obligation as a "Collateral Debt Obligation", an amount equal to the prevailing Market Value for such designated Collateral Debt Obligation (which for these purposes alone shall not be determined pursuant to limb (e) of the definition of "Market Value") as at such time of designation, to the Interest Account, *provided* that (i) such Loss Mitigation Obligation (other than a Declared Principal Proceeds Loss Mitigation Obligation) was acquired with Interest Proceeds at the time of acquisition; (ii) if the Market Value is not determined as set out above, such transfer shall not occur, and (iii) the Class E Par Value Test is satisfied immediately prior to and immediately following such transfer; and

(7) on any Business Day on which a Refinancing has occurred, any Refinancing Proceeds credited to the Principal Account pursuant to paragraph (W) above, in redemption of all Classes of Rated Notes, subject to and in accordance with the applicable paragraphs of Condition 7(b) (*Optional Redemption*).

(ii) Interest Account

The Issuer will procure that the following amounts are credited to the Interest Account promptly upon receipt thereof:

(A) all cash payments of interest in respect of the Collateral Debt Obligations (save for any Asset Swap Obligation) other than any Purchased Accrued Interest, together with all amounts received by the Issuer by way of gross up in respect of such interest and in respect of a claim under any applicable double taxation treaty but excluding any interest received in respect of any Defaulted Obligations and Mezzanine Obligation for so long as it is a Defaulted Obligation or Defaulted Deferring Mezzanine Obligation (as applicable) other than Defaulted Obligation Excess Amounts and Defaulted Mezzanine Excess Amounts (as applicable);

(B) all interest accrued on the Balance standing to the credit of the Interest Account from time to time and all interest accrued in respect of the Balances standing to the credit of the other Accounts (other than the Counterparty Downgrade Collateral Account) (including interest on any Eligible Investments standing to the credit thereof);

(C) all amendment and waiver fees, all late payment fees, all commitment fees, delayed compensation and all other fees and commissions received in connection with any Collateral Debt Obligations and Eligible Investments as determined by the Investment Manager in its reasonable discretion, other than:

(1) fees and commissions received in connection with the purchase or sale of any Collateral Debt Obligations or Eligible Investments which fees and commissions shall be payable into the Principal Account and shall constitute Principal Proceeds; or

(2) fees and commissions received in connection with the restructuring of any Defaulted Obligation which fees and commissions shall be payable into the Principal Account and shall constitute Principal Proceeds;

(D) all Scheduled Periodic Asset Swap Counterparty Payments received by the Issuer under an Asset Swap Transaction and all Scheduled Periodic Interest Rate Hedge Counterparty Payments received by the Issuer under an Interest Rate Hedge Transaction;

(E) all accrued interest included in the proceeds of sale of any other Collateral Debt Obligation that are designated by the Investment Manager as Interest Proceeds pursuant to the Investment Management and Collateral Administration Agreement, *provided* that no such designation may be made in respect of:

(1) any Purchased Accrued Interest;

(2) (a) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring

Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts; or (b) a Defaulted Obligation save for Defaulted Obligation Excess Amounts;

(F) all proceeds received during the related Due Period from any additional issuance of Subordinated Notes that are not reinvested or retained for reinvestment in Collateral Debt Obligations;

(G) all amounts representing the element of deferred interest in any payments received in respect of any Mezzanine Obligation which is not a Defaulted Deferring Mezzanine Obligation which by its contractual terms provides for the deferral of interest;

(H) amounts transferred to the Interest Account from the Principal Account in the circumstances described under Condition 3(j)(i) (*Principal Account*) above or from the Unused Proceeds Account in the circumstances described under Condition 3(j)(iii) (*Unused Proceeds Account*) below;

(I) all scheduled commitment fees received by the Issuer in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations;

(J) all amounts received by the Issuer in respect of interest paid in respect of any collateral deposited by the Issuer with a third party as security for any reimbursement or indemnification obligations to any other lender under a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation in an account established pursuant to an ancillary facility;

(K) all amounts transferred from the Collateral Enhancement Account;

(L) all amounts transferred from the Expense Reserve Account;

(M) all amounts transferred from the First Period Reserve Account;

(N) if the Investment Manager so determines (in its sole discretion) to classify such proceeds received in respect of a Loss Mitigation Obligation as Interest Proceeds, for the avoidance of doubt whether or not the applicable Loss Mitigation Obligation was purchased using Principal Proceeds (but subject always to the requirement to deposit such proceeds into the Principal Account pursuant to Condition 3(j)(i)(S) (*Principal Account*));

(O) any Swap Tax Credit received by the Issuer;

(P) any Interest Smoothing Amounts which are required to be transferred from the Interest Smoothing Account;

(Q) amounts transferred to the Interest Account from the Principal Account in the circumstances described under Condition 3(j)(i) (*Principal Account*) above;

(R) any Trading Gains realised in respect of any Collateral Debt Obligation that the Investment Manager determines, in its discretion, shall be paid in to the Interest Account if: (1) after giving effect to such designation as Interest Proceeds, and the distribution thereof in accordance with the Priorities of Payment, the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its Fitch Collateral Value and its S&P Collateral Value) is greater than or equal to the Reinvestment Target Par Balance; (2) after giving effect to such designation as Interest Proceeds, for so long as any Notes are rated by Fitch, the Fitch Maximum Weighted Average Rating Factor Test is satisfied; (3) after giving effect to such designation as Interest Proceeds, the aggregate cumulative amount of Trading Gains designated as Interest Proceeds and deposited into the Interest Account is no greater than 1.0 per cent. of the Target Par Amount, then the Investment Manager may, in its discretion, determine that any such Trading Gains shall be paid into the Interest Account upon receipt; (4) for so long as any Notes are rated by S&P, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are S&P CCC Obligations; (5) for so long as any Notes are rated by Fitch, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fitch CCC Obligations; and (6) the ratings of the Class X Notes and Class A Notes on such date shall be no lower than each such rating prevailing on the Issue Date; (7) after giving effect to such designation as Interest Proceeds, the Class E Par Value Test is satisfied; and (8) after giving effect to such designation as Interest Proceeds, the Class F Par Value Test is satisfied;

(S) any amount transferred from the Principal Reduction Reserve Account to the Interest Account in accordance with Condition 3(j)(xiv) (*Principal Reduction Reserve Account*); and

(T) any Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(j)(xv) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Interest Account:

(1) on the Business Day prior to each Payment Date, all Interest Proceeds (except for Swap Tax Credit) standing to the credit of the Interest Account shall be transferred to the Payment Account to the extent required for disbursement pursuant to the Interest Proceeds Priority of Payments save for amounts deposited after the end of the related Due Period;

(2) at any time, funds may be transferred to the relevant Asset Swap Account up to an amount equal to any shortfall in the Balance standing to the credit of such Account with respect to

any payment obligation by the Issuer pursuant to paragraph (B) of Condition 3(j)(ix) (*Asset Swap Account*) at such time;

(3) at any time, any amounts payable by the Issuer under any Interest Rate Hedge Transaction save for any Interest Rate Hedge Termination Payments that are Defaulted Hedge Termination Payments;

(4) at any time in accordance with the terms of, and to the extent permitted under, the Investment Management and Collateral Administration Agreement, in the acquisition of Collateral Debt Obligations to the extent that any such acquisition costs represent accrued interest;

(5) at any time, any Swap Tax Credit shall be paid to the relevant Hedge Counterparty in accordance with the terms of the relevant Hedge Agreement;

(6) on the Business Day following each Determination Date save for (i) the first Determination Date following the Issue Date; (ii) a Determination Date following the occurrence of an Event of Default which is continuing; (iii) the Determination Date immediately prior to any redemption of the Notes in full; and (iv) any Determination Date on or following the occurrence of a Frequency Switch Event, the Interest Smoothing Amount, if any, applicable to the related Determination Date to the Interest Smoothing Account;

(7) at any time in order to acquire Loss Mitigation Obligations in accordance with the terms of, and to the extent permitted under, the Investment Management and Collateral Administration Agreement including amounts equal to the Unfunded Amounts in respect of any Loss Mitigation Obligations which are required to be deposited in the Unfunded Revolver Reserve Account; and

(8) at any time in connection with any reasonable and customary transfer costs relating to the acquisition of obligations received in a Bankruptcy Exchange *provided* (a) that no such payment shall be so directed if such payment would cause the non-payment or deferral of interest on any Class of Rated Notes on the immediately succeeding Payment Date on a *pro forma* basis taking into account the payment of each of the items reasonably anticipated to be payable in priority thereto in accordance with the Interest Proceeds Priority of Payments and (b) each Coverage Test will be satisfied following such payment.

(iii) Unused Proceeds Account

The Issuer will procure that the following amounts are credited to the Unused Proceeds Account, as applicable:

(A) an amount equal to the net proceeds of issue of the Notes remaining after:

(1) the payment of certain fees and expenses due and payable by the Issuer on the Issue Date;

(2) amounts payable into the Expense Reserve Account;

(3) amounts payable into the Principal Reduction Reserve Account on the Issue Date in accordance with Condition 3(j)(xiv) (Principal Reduction Reserve Account); and

(4) amounts payable into the First Period Reserve Account;

(B) all proceeds received during the Initial Investment Period from any additional issuance of Notes that are not invested in Collateral Debt Obligations or paid into the Interest Account; and

(C) to the extent that the Issuer or the Investment Manager (acting on behalf of the Issuer) has entered into a binding commitment to purchase a Collateral Debt Obligation in accordance with the Investment Management and Collateral Administration Agreement and such acquisition is to be funded using amounts standing to the Unused Proceeds Account, amounts from the Principal Account to the extent necessary to ensure that there are sufficient amounts standing to the credit of the Unused Proceeds Account to complete such acquisition.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Unused Proceeds Account:

(1) on or about the Issue Date, such amounts equal to the aggregate of:

(a) certain fees and expenses due and payable by the Issuer on the Issue Date with respect to the issue of Notes and the entry into the Transaction Documents and termination of the Warehouse Arrangements;

(b) amounts required to repay the Warehouse Providers under the Warehouse Arrangements in respect of the funding provided by them to finance the purchase of Collateral Debt Obligations prior to the Issue Date; and

(c) to pay all other amounts due under the Warehouse Arrangements;

(2) at any time up to and including the last day of the Initial Investment Period, in accordance with the terms of, and to the extent permitted under, the Investment Management and Collateral Administration Agreement, in the acquisition of Collateral Debt Obligations including any amounts payable by the Issuer to an Asset Swap Counterparty in respect of initial principal exchange amount in relation to an Asset Swap Obligation;

(3) at any time up to and including the last day of the Initial Investment Period, in accordance with the terms of, and to the extent permitted under, the Investment Management and Collateral Administration Agreement, in the acquisition of Collateral Debt Obligations including any amounts payable by the Issuer to an Asset Swap Counterparty in respect of initial principal exchange amount in relation to an Asset Swap Obligation; and

(4) on or after the Effective Date but prior to the second Payment Date falling after the Effective Date, the Balance standing to the credit of the Unused Proceeds Account, to the Principal Account or the Interest Account, in each case, at the discretion of the Investment Manager, acting on behalf of the Issuer, provided that, in respect of any payments to the Interest Account:

(a) the Aggregate Collateral Balance equals or exceeds the Target Par Amount immediately prior to and following such payment (*provided* that, for the purposes of determining the Aggregate Principal Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its S&P Collateral Value and its Fitch Collateral Value);

(b) the amount paid to the Interest Account pursuant to Condition 3(j)(i)(4) (Principal Account) and this Condition 3(j)(iii)(4) (Unused Proceeds Account) in aggregate shall not exceed 1.0 per cent. of the Target Par Amount;

(c) for so long as any Notes are rated by Fitch, the Fitch Maximum Weighted Average Rating Factor Test is satisfied;

(d) for so long as any Notes are rated by S&P, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are S&P CCC Obligations;

(e) for so long as any Notes are rated by Fitch, not more than 7.5 per cent. of the Aggregate Collateral Balance

shall consist of obligations which are Fitch CCC Obligations;

(f) each of the Collateral Quality Tests and the Portfolio Profile Tests are satisfied;

(g) the Class F Par Value Test is satisfied; and

(h) the ratings of each Class of Rated Notes on such date shall be no lower than each such rating prevailing on the Issue Date.

(iv) Payment Account

The Issuer will procure that, two (2) Business Days prior to each Payment Date, all amounts standing to the credit of each of the Accounts which are required to be transferred from the other accounts to the Payment Account pursuant to Condition 3(i) (*Accounts*) and Condition 3(j) (*Payments to and from the Accounts*) are so transferred, and, on such Payment Date, the Collateral Administrator shall instruct the Account Bank (acting on the basis of the Payment Date Report), to disburse such amounts in accordance with the Priorities of Payment. No amounts shall be transferred to or withdrawn from the Payment Account at any other time or in any other circumstances.

(v) Counterparty Downgrade Collateral Account

The Issuer will procure that all Counterparty Downgrade Collateral transferred pursuant to a Hedge Agreement shall be deposited in a separate account in respect of each Hedge Counterparty. All Counterparty Downgrade Collateral deposited from time to time in any Counterparty Downgrade Collateral Account shall be held and released pursuant to the terms set out below.

The funds or securities credited to the Counterparty Downgrade Collateral Account and any interest or distributions thereon or liquidation proceeds thereof are held separate (on the Custodian's books and records) from and do not form part of Principal Proceeds or of the Interest Proceeds (other than in the circumstances set out below) and accordingly, are not available to fund general distributions of the Issuer. The amounts standing to the credit of the applicable Counterparty Downgrade Collateral Account shall be segregated on the Custodian's books and records from any other funds from any party.

Amounts standing to the credit of each Counterparty Downgrade Collateral Account will not be available for the Issuer to make payments to the Noteholders nor any other creditor of the Issuer. The Issuer will procure the payment of the following amounts (and shall ensure that no other payments are made, save to the extent required hereunder):

(A) prior to the occurrence or designation of an "**Early Termination Date**" (as defined in the Hedge Agreement) in respect of all "Transactions" entered into under the relevant Hedge Agreement pursuant to which all "Transactions" under the Hedge Agreement are terminated early, solely in or towards payment or transfer of:

(1) any "Return Amounts" (as defined in the applicable Hedge Agreement);

(2) any "Interest Amounts" and "Distributions" (each as defined in the applicable Hedge Agreement);

(3) any return of collateral to the Hedge Counterparty upon a novation of its obligations under the Hedge Agreement to a replacement Hedge Counterparty, directly to the Hedge Counterparty in accordance with the terms of the "Credit Support Annex" of such Hedge Agreement;

(B) following the designation of an "Early Termination Date" in respect of all "Transactions" under a Hedge Agreement pursuant to which all "Transactions" under the Hedge Agreement are terminated early where (A) an "Event of Default" (as defined in the Hedge Agreement) in respect of the Hedge Counterparty or an "Additional Termination Event" (as defined in the Hedge Agreement) in relation to which the Hedge Counterparty is the sole "Affected Party" (as defined in the Hedge Agreement) and (B) the Issuer enters into a replacement Hedge Agreement or any novation of the Hedge Counterparty's obligations to a replacement Hedge Counterparty on or around the "Early Termination Date" (as defined in the Hedge Agreement), in the following order of priority:

(1) *first*, in or towards payment of any Hedge Replacement Payment (to the extent not funded from the Hedge Termination Account);

(2) *second*, in or towards payment of any Hedge Termination Payment (to the extent not funded from the Hedge Termination Account); and

(3) *third*, the surplus remaining (if any) (the "**Counterparty Downgrade Collateral Account Surplus**") be transferred to the Principal Account;

(C) following the designation of an "Early Termination Date" (as defined in the Hedge Agreement) in respect of all "Transactions" (as defined in the Hedge Agreement) under a Hedge Agreement pursuant to which all "Transactions" under the Hedge Agreement are terminated early (A) other than in respect of an "Event of Default" (as defined in the Hedge Agreement) in respect of the Hedge Counterparty and other than in respect of an "Additional Termination Event" (as defined in the Hedge Agreement) in relation to which the Hedge Counterparty is the sole "Affected Party" (as defined in the Hedge Agreement) and (B) the Issuer enters into a replacement Hedge Agreement or any novation of the Hedge Counterparty's obligations to a replacement Hedge Counterparty on or around the "Early Termination Date" (as defined in the Hedge Agreement) of the Hedge Agreement, in the following order of priority:

(1) *first*, in or towards payment of any Hedge Termination Payment (to the extent not funded from the Hedge Termination Account);

(2) *second*, in or towards payment of any Hedge Replacement Payment (to the extent not funded from the Hedge Termination Account); and

(3) *third*, the Counterparty Downgrade Collateral Account Surplus be transferred to the Principal Account; and

(D) following the designation of an "Early Termination Date" (as defined in the Hedge Agreement) in respect of all "Transactions" (as defined in the Hedge Agreement) under a Hedge Agreement pursuant to which all "Transactions" (as defined in the Hedge Agreement) under the Hedge Agreement are terminated early, if for any reason the Issuer is unable to or elects not to enter into a replacement Hedge Agreement or any novation of the Hedge Counterparty's obligations to a replacement Hedge Counterparty on or around the "Early Termination Date" (as defined in the Hedge Agreement), in the following order of priority:

(1) *first*, in or towards payment of any Hedge Termination Payment (to the extent not funded from the Hedge Termination Account); and

(2) *second*, the Counterparty Downgrade Collateral Account Surplus be transferred to the Principal Account.

(vi) Collateral Enhancement Account

The Issuer will procure that, on each Payment Date, the proceeds of each Investment Manager Advance and any Collateral Enhancement Amount applied in payment into the Collateral Enhancement Account pursuant to paragraph (CC) of the Interest Proceeds Priority of Payments, is credited to the Collateral Enhancement Account.

The Issuer will procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Collateral Enhancement Account:

(A) at any time, to the Principal Account for either:

(1) during the Reinvestment Period to reinvest in Substitute Collateral Debt Obligations; or

(2) otherwise for distribution on the next following Payment Date in accordance with the Priorities of Payment;

(B) at any time, at the direction of the Issuer (or the Investment Manager acting on its behalf), to the Interest Account for distribution in accordance with the Priorities of Payment or for a Permitted Use;

(C) at any time, in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Obligations,

in accordance with the terms of the Investment Management and Collateral Administration Agreement;

(D) at any time, at the direction of the Issuer (or the Investment Manager acting on its behalf), to purchase any Rated Notes in accordance with Condition 7(k) (*Purchase*);

(E) on the occurrence of an Effective Date Rating Event on the Determination Date prior to the Payment Date falling immediately after the Effective Date, to the extent required, to the Payment Account for application as Principal Proceeds in accordance with the Priorities of Payment, in redemption of the Notes in accordance with the Note Payment Sequence or, if earlier until an Effective Date Rating Event is no longer continuing;

(F) the Balance standing to the credit of the Collateral Enhancement Account to the Payment Account for distribution on such Payment Date in accordance with the Principal Proceeds Priority of Payments or the Post-Acceleration Priority of Payments (as applicable):

(1) at the direction of the Investment Manager at any time prior to an Event of Default; or

(2) automatically upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*);

(G) at any time, at the direction of the Issuer (or the Investment Manager on behalf of the Issuer), in accordance with the Investment Management and Collateral Administration Agreement for the purchase of Loss Mitigation Obligations;

(H) at any time for the acquisition in connection with any reasonable and customary transfer costs relating to the acquisition of obligations received in a Bankruptcy Exchange; and

(I) at any time, at the discretion of the Issuer (or the Investment Manager acting on its behalf) in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Obligations, in accordance with the terms of the Investment Management and Collateral Administration Agreement, *provided that* amounts in respect of the reclassification of any Ineligible Portfolio Obligations shall be transferred to the Principal Account;

(J) at any time, at the sole and absolute discretion of the Investment Manager, in repayment of any outstanding Investment Manager Advances and interest thereon.

(vii) The Unfunded Revolver Reserve Account

The Issuer shall procure the following amounts are paid into the Unfunded Revolver Reserve Account:

(A) upon the acquisition by or on behalf of the Issuer of any Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation, an amount equal to the amount which would cause the Balance standing to the credit of the Unfunded Revolver Reserve Account to be at least equal to the combined aggregate principal amounts of the Unfunded Amounts under each of the Revolving Obligations, Loss Mitigation Obligation and Delayed Drawdown Collateral Debt Obligations (which Unfunded Amounts will be treated as part of the purchase price for the related Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation) less amounts posted thereafter as collateral (which do not constitute Funded Amounts), in each case, pursuant to paragraph (2) or (3) below, as applicable;

(B) all principal payments received by the Issuer in respect of any Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation, if and to the extent that the amount of such principal payments may be re-borrowed under such Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation or otherwise by the Investment Manager, acting on behalf of the Issuer; and

(C) all repayments of collateral to the Issuer originally paid by the Issuer pursuant to (1) below.

The Issuer shall procure payment of the following amounts (and shall ensure that no other amounts are paid) out of the Unfunded Revolver Reserve Account:

(1) all amounts required to fund any drawings under any Delayed Drawdown Collateral Debt Obligation, Loss Mitigation Obligation or Revolving Obligation;

(2) in respect of Delayed Drawdown Collateral Debt Obligations, Loss Mitigation Obligation or Revolving Obligations, all amounts required to be deposited in the Issuer's name with any third party which satisfies the Rating Requirement applicable to an Account Bank (or if the third party does not satisfy the Rating Requirement applicable to an Account Bank, subject to receipt of Rating Agency Confirmation) as collateral for any reimbursement or indemnification obligations of the Issuer owed to any other lender under such Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation (subject to such security documentation as may be agreed between such lender, the Investment Manager acting on behalf of the Issuer and the Trustee);

(3)

(a) at any time at the direction of the Investment Manager (acting on behalf of the Issuer); or

(b) upon the sale (in whole or in part) of a Revolving Obligation or Loss Mitigation Obligation or the reduction, cancellation or expiry of any commitment of the Issuer to make future advances or otherwise extend credit thereunder, any excess of (x) the amount standing to the credit of the Unfunded Revolver Reserve Account over (y) the sum of the Unfunded Amounts of all Revolving Obligations, Loss Mitigation Obligations and Delayed Drawdown Collateral Debt Obligations after taking into account such sale or such reduction, cancellation or expiry of such commitment or notional amount to the Principal Account; and

(4) all interest accrued on the Balance standing to the credit of the Unfunded Revolver Reserve Account from time to time (including capitalised interest received upon the sale, maturity or termination of any Eligible Investment) to the Interest Account.

(viii) Hedge Termination Account

The Issuer will procure that all Hedge Termination Receipts and Hedge Replacement Receipts are paid into the relevant Hedge Termination Account promptly upon receipt thereof.

The Issuer will procure payment of the following amounts (and shall ensure that payment of no other amount is made save to the extent otherwise permitted) out of the relevant Hedge Termination Account in payment as provided below:

(A) at any time, in the case of any Hedge Replacement Receipts paid into the relevant Hedge Termination Account, in payment of any Hedge Termination Payment due and payable to a Hedge Counterparty under the Hedge Transaction being replaced or to the extent not required to make such payment, in payment of such amount to the Principal Account;

(B) at any time, in the case of any Hedge Termination Receipts paid into the relevant Hedge Termination Account, in payment of any Hedge Replacement Payment and any other amounts payable by the Issuer upon entry into a Replacement Interest Rate Hedge Transaction or a Replacement Asset Swap Transaction, as applicable in accordance with the Investment Management and Collateral Administration Agreement; and

(C) in the case of any Hedge Termination Receipts paid into the relevant Hedge Termination Account, if:

(1) the termination of the Hedge Transaction under which such Hedge Termination Receipts are payable occurs on a Redemption Date; or

(2) to the extent that such Hedge Termination Receipts are not required for application towards costs of entry into a Replacement Interest Rate Hedge Transaction or a Replacement Asset Swap Transaction, as applicable,

in payment of such amounts (save for accrued interest thereon) to the Principal Account.

(ix) Asset Swap Account

The Issuer will procure that all amounts due to the Issuer in respect of each Asset Swap Obligation (including, any payments from an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction) shall, on receipt, be deposited in the Asset Swap Account maintained in the currency of such Asset Swap Obligation. Additional amounts may also be transferred to the relevant Asset Swap Account from the Interest Account at any time to the extent of any shortfall in the Balance standing to the credit of the relevant Asset Swap Account in respect of any payment required to be made by the Issuer pursuant to paragraph (B) below at such time.

The Issuer will procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the relevant Asset Swap Account:

(A) at any time, to the extent of any initial principal exchange amount deposited into the relevant Asset Swap Account in accordance with the terms of and to the extent permitted under the Investment Management and Collateral Administration Agreement, in the acquisition of Asset Swap Obligations;

(B) Scheduled Periodic Asset Swap Issuer Payments due to each Asset Swap Counterparty pursuant to each Asset Swap Transaction;

(C) Asset Swap Issuer Principal Exchange Amounts (other than any initial asset swap principal exchange amount denominated in Euro and due to an Asset Swap Counterparty pursuant to an Asset Swap Transaction, which shall be paid from the Principal Account or Unused Proceeds Account) due to each Asset Swap Counterparty pursuant to each Asset Swap Transaction; and

(D) cash amounts (representing any excess standing to the credit of the relevant Asset Swap Account after provisioning for any amounts to be paid to any Asset Swap Counterparty pursuant to any Asset Swap Transaction) to the Principal Account after conversion thereof into Euro at the then Applicable Exchange Rate.

(x) Expense Reserve Account

The Issuer shall procure that the following amounts are paid into the Expense Reserve Account:

(A) on the Issue Date, an amount determined on the Issue Date for the payment of amounts due or accrued in connection with the issue of the Notes, in accordance with paragraph (1) below;

(B) any Ongoing Expense Reserve Amount applied in payment into the Expense Reserve Account pursuant to paragraph (D) of the Interest Proceeds Priority of Payments; and

(C) any amounts received by the Issuer by way of indemnity payments from the Secured Parties ("**Third Party Indemnity Receipts**").

The Issuer shall procure payment of the following amounts (and shall procure that no other amounts are paid) out of the Expense Reserve Account:

(1) other than Third Party Indemnity Receipts, amounts due or accrued with respect to actions taken on or in connection with the Issue Date with respect to the issue of the Notes and the entry into the Transaction Documents;

(2) other than Third party Indemnity Receipts, amounts standing to the credit of the Expense Reserve Account on or after the Determination Date immediately preceding the first Payment Date may be transferred to the Principal Account and/or the Interest Account in the sole discretion of the Issuer (or the Investment Manager acting on its behalf);

(3) other than Third Party Indemnity Receipts, at any time, the amount of any Trustee Fees and Expenses and Administrative Expenses which have accrued and become payable prior to the immediately following Payment Date, upon receipt of invoices therefor from the relevant creditor, *provided* that any such payments, in aggregate, shall not cause the balance of the Expense Reserve Account to fall below zero; and

(4) at any time, any Third Party Indemnity Receipts due and payable by the Issuer to the Trustee and/or Agents, in an amount which shall not at any time exceed the lesser of (i) the amount paid into the Expense Reserve Account in accordance with paragraph (C) above and (ii) the amount of any indemnity payments payable by the Issuer to the Trustee and/or Agents. Any such amount so paid shall not be taken into account for the purposes of the application of the Senior Expenses Cap.

(xi) Contribution Account

At any time during or after the Reinvestment Period (subject to satisfaction of the conditions set out in Conditions 2(l)(i), (ii) and (iii) (*Contributions*)), any Contributor may make a Contribution to the Issuer. The Investment Manager, on behalf of the Issuer, may accept or reject any Contribution in its reasonable discretion and will notify the Trustee of any such acceptance. Each accepted Contribution will be credited to the Contribution Account.

The Issuer will procure payment of Contributions standing to the credit of the Contribution Account (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Contribution Account for a Permitted Use as directed by the Contributor at the time the relevant Contribution is made or, if no direction is given by the Contributor, at the Investment Manager's reasonable discretion, as follows:

(A) at any time, in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Obligations, in accordance with the terms of the Investment Management and Collateral Administration Agreement;

(B) at any time, at the direction of the Issuer (or the Investment Manager acting on its behalf), for a Permitted Use;

(C) on the occurrence of an Effective Date Rating Event on the Determination Date prior to the Payment Date falling immediately after the Effective Date, to the extent required, to the Payment Account for application as Principal Proceeds in accordance with the Priorities of Payment, in redemption of the Notes in accordance with the Note Payment Sequence or, if earlier until an Effective Date Rating Event is no longer continuing; and

(D) the Balance standing to the credit of the Contribution Account to the Payment Account for distribution on such Payment Date in accordance with the Principal Proceeds Priority of Payments or the Post-Acceleration Priority of Payments (as applicable) (1) at the direction of the Investment Manager at any time prior to an Event of Default or (2) automatically upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*).

No Contribution or portion thereof accepted by the Investment Manager acting on behalf of the Issuer will be returned to the Contributor at any time. All interest accrued on amounts standing to the credit of the Contribution Account will be transferred to the Interest Account for application as Interest Proceeds.

(xii) First Period Reserve Account

The Issuer shall direct the Account Bank to deposit €2,700,000 to the First Period Reserve Account on the Issue Date.

At any time up to and including the first Payment Date, the Investment Manager, in its sole discretion (acting on behalf of the Issuer), may direct some or all amounts standing to the credit of the First Period Reserve Account to be transferred to the Interest Account, subject to and in accordance with the Investment Management and Collateral Administration Agreement. Following the first Payment Date, all of the funds in the First Period Reserve Account (save for amounts transferred to the Principal Account in accordance with this paragraph) including all interest accrued thereon, shall be transferred to the Interest Account for distribution pursuant to the Interest Proceeds Priority of Payments.

(xiii) Interest Smoothing Account

On the Business Day following each Determination Date save for:

(A) the first Determination Date following the Issue Date;

(B) a Determination Date following the occurrence of an Event of Default which is continuing;

(C) the Determination Date immediately prior to any redemption of the Notes in full; and

(D) any Determination Date on or following the occurrence of a Frequency Switch Event,

the applicable Interest Smoothing Amount (if any) shall be credited to the Interest Smoothing Account from the Interest Account.

The Issuer shall procure, on the Business Day falling after the Payment Date following the Determination Date on which any Interest Smoothing Amount was transferred to the Interest Smoothing Account, such Interest Smoothing Amount to be transferred to the Interest Account.

(xiv) Principal Reduction Reserve Account

The Issuer (acting through the Collateral Administrator) shall procure that the following amounts are paid into the Principal Reduction Reserve Account:

(A) on each Payment Date the amount of any Interest Proceeds payable pursuant to items (C)(2) and (Z) of the Interest Proceeds Priority of Payments at the Investment Manager's discretion;

(B) on any Business Day any amounts transferred from the Collateral Enhancement Account at the Investment Manager's discretion as a Permitted Use;

(C) on any Business Day any amounts transferred from the Contribution Account at the Investment Manager's discretion as a Permitted Use; and

(D) on any Business Day proceeds from the issue of additional Subordinated Notes in accordance with Condition 17 (*Additional Issuances*) at the Investment Manager's discretion as a Permitted Use.

The Issuer (acting through the Collateral Administrator) shall procure payment of the following amounts (and shall ensure that payment of no other amount is made) out of the Principal Reduction Reserve Account:

(1) on any Business Day as directed by the Investment Manager in accordance with these Conditions and the Investment Management and Collateral Administration Agreement (x) to the Interest Account, upon the occurrence of a Principal Reduction in respect of an Eligible Investment held by the

Issuer standing to the credit of the Interest Account and (y) to the Principal Account, upon the occurrence of a Principal Reduction in respect of an Eligible Investment held by the Issuer standing to the credit of any Account other than the Interest Account, in each case in the amount of such Principal Reduction; and

(2) on any Determination Date at the Investment Manager's discretion to the Interest Account for application on the immediately following Payment Date in accordance with the Interest Proceeds Priority of Payments.

(xv) Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date

Subject as further provided below, the Collateral Administrator shall, on behalf of the Issuer on a Partial Redemption Date instruct the Account Bank to disburse Refinancing Proceeds received in respect of the Optional Redemption in part of any Class or Classes of Rated Notes and Partial Redemption Interest Proceeds transferred to the Payment Account, in each case, in accordance with the following order of priority:

(A) to the payment of accrued and unpaid Trustee Fees and Expenses, to the extent incurred in connection with such Optional Redemption in part;

(B) to the payment of Administrative Expenses in the priority stated in the definition thereof, to the extent incurred in connection with any Optional Redemption in part;

(C) to the redemption of the Class or Classes of Rated Notes to be redeemed in part at the applicable Redemption Prices (in the case of any Partial Redemption Date that is a Payment Date without duplication of any amounts payable pursuant to any Class of Notes pursuant to the Principal Proceeds Priority of Payments, the Interest Proceeds Priority of Payments and Post-Acceleration Priority of Payments); and

(D) any remaining amounts to be deposited in the Interest Account.

(k) Investment Manager Advances

To the extent that the Investment Manager wishes to make payment of the Reclassification Price in respect of the reclassification of any Ineligible Collateral Debt Obligations as Collateral Enhancement Obligations or there are insufficient sums standing to the credit of the Collateral Enhancement Account from time to time to purchase or exercise rights under Collateral Enhancement Obligations or to purchase or fund Loss Mitigation Obligations which the Investment Manager determines (which determination will not be called into question as a result of subsequent events) on behalf of the Issuer should be purchased or exercised, the Investment Manager may, subject to the Reinvestment Overcollateralisation Test being satisfied, in its sole and absolute discretion pay amounts required in order to fund such Reclassification Price, purchase

or exercise (such amount, an "**Investment Manager Advance**") to such account pursuant to the terms of the Investment Management and Collateral Administration Agreement. Each Investment Manager Advance may bear interest at a rate determined by the Investment Manager at its commercially reasonable discretion and notified to the Collateral Administrator provided that such rate of interest shall not exceed a rate of EURIBOR (where EURIBOR shall be floored at zero for such purpose) plus 2.0 per cent. per annum. Each Investment Manager Advance shall be in an amount no less than €1,000,000 and the aggregate amount of all Investment Manager Advances shall not, cumulatively, exceed 1.0 per cent. of the Target Par Amount, provided that only three Investment Manager Advances may be made. All such Investment Manager Advances shall be repaid in full (together with all accrued and unpaid interest thereon) on the next following Payment Date(s) pursuant to the Priorities of Payment.

4. Security

(a) Security

Pursuant to the Trust Deed, the obligations of the Issuer under the Notes of each Class, the Trust Deed, the Agency Agreement and the Investment Management and Collateral Administration Agreement and the Subscription Agreement (together with the obligations owed by the Issuer to the other Secured Parties) are secured in favour of the Trustee for the benefit of the Secured Parties by:

(i) an assignment by way of security of all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations, Exchanged Equity Securities, Collateral Enhancement Obligations, Loss Mitigation Obligations and Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Account) and any other investments (other than Counterparty Downgrade Collateral), in each case held by the Issuer from time to time (where such rights are contractual rights (other than contractual rights the assignment of which would require the consent of a third party or the entry by the Trustee into an intercreditor agreement or deed) and where such contractual rights arise other than under securities), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;

(ii) a first fixed charge and first priority security interest granted over all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations, Exchanged Equity Securities, Collateral Enhancement Obligations, Loss Mitigation Obligations and Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Account) and any other investments (other than Counterparty Downgrade Collateral), in each case held by the Issuer (where such assets are securities or contractual rights not assigned by way of security pursuant to paragraph (i) above and which are capable of being the subject of a first fixed charge and first priority security interest), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property

paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;

(iii) a first fixed charge over all present and future rights of the Issuer in respect of each of the Accounts and all moneys from time to time standing to the credit of such Accounts and the debts represented thereby and including, without limitation, all interest accrued and other moneys received in respect thereof, subject to, in the case of each Counterparty Downgrade Collateral Account and any Swap Tax Credits standing to the credit of the Interest Account, the rights of a Hedge Counterparty pursuant to the terms of the applicable Hedge Agreement (or any security interest entered into by the Issuer in relation thereto);

(iv) a first fixed charge and first priority security interest (where the applicable assets are securities) over, or an assignment by way of security (where the applicable rights are contractual obligations) of, all present and future rights of the Issuer in respect of any Counterparty Downgrade Collateral standing to the credit of each Counterparty Downgrade Collateral Account; including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof and over each Counterparty Downgrade Collateral Account, and all moneys from time to time standing to the credit of each Counterparty Downgrade Collateral Account and the debts represented thereby, subject to the rights of any Hedge Counterparty to Counterparty Downgrade Collateral pursuant to the terms of the relevant Hedge Agreement and any security interest entered into by the Issuer in relation thereto;

(v) an assignment by way of security of all the Issuer's present and future rights against the Custodian under the Agency Agreement (to the extent it relates to the Custody Account) and a first fixed charge over all of the Issuer's right, title and interest in and to the Custody Account (including each cash account relating to the Custody Account) and any cash held therein and the debts represented thereby;

(vi) an assignment by way of security of all the Issuer's present and future rights under each Hedge Agreement and each Hedge Transaction entered into thereunder (including the Issuer's rights under any guarantee or credit support annex entered into pursuant to any Hedge Agreement, *provided* that such assignment by way of security without prejudice to and after giving effect to any contractual netting or set-off provision contained in the relevant Hedge Agreement and shall not in any way restrict the release of collateral granted thereunder in whole or in part at any time pursuant to the terms thereof);

(vii) an assignment by way of security of all the Issuer's present and future rights under the Investment Management and Collateral Administration Agreement and all sums derived therefrom;

(viii) a first fixed charge over all moneys held from time to time by the Principal Paying Agent and any other Agent for payment of principal, interest or other amounts on the Notes (if any);

(ix) an assignment by way of security of all the Issuer's present and future rights under the Risk Retention Letter and all sums derived therefrom;

(x) an assignment by way of security of all the Issuer's present and future rights under the Collateral Acquisition Agreements and all sums derived therefrom;

(xi) an assignment by way of security of all of the Issuer's present and future rights under any other Transaction Document and all sums derived therefrom; and

(xii) a floating charge over the whole of the Issuer's undertaking and assets to the extent that such undertaking and assets are not subject to any other security created pursuant to the Trust Deed,

excluding for the purposes of (i) to (xii) (inclusive) above, the Irish Excluded Assets.

The security created pursuant to paragraphs (i) to (xii) above is granted to the Trustee for itself and as trustee for the Secured Parties as continuing security for the payment of the secured obligations *provided* that the security granted by the Issuer over any collateral provided to the Issuer pursuant to a Hedge Agreement will only be available to the Secured Parties (other than with respect to the collateral provided to the relevant Hedge Counterparty pursuant to such Hedge Agreement and Condition 3(j)(v) (*Counterparty Downgrade Collateral Account*)) when such collateral or amounts, as applicable, are expressed to be available to the Issuer and (if a title transfer arrangement) to the extent that no equivalent amount is owed to the Hedge Counterparty pursuant to the relevant Hedge Agreement and/or Condition 3(j)(v) (*Counterparty Downgrade Collateral Account*). The security will extend to the ultimate balance of all sums payable by the Issuer in respect of the above, regardless of any intermediate payment or discharge in whole or in part.

If, for any reason, the purported assignment by way of security of, and/or the grant of first fixed charge over, the property, assets, rights and/or benefits described above is found to be ineffective in respect of any such property, assets, rights and/or benefits (together, the "**Affected Collateral**"), the Issuer shall hold to the fullest extent permitted under Irish or any other mandatory law the benefit of the Affected Collateral and any sums received in respect thereof or any security interest, guarantee or indemnity or undertaking of whatever nature given to secure such Affected Collateral (together, the "**Trust Collateral**") on trust for the Trustee for the benefit of the Secured Parties and shall:

(i) account to the Trustee for or otherwise apply all sums received in respect of such Trust Collateral as the Trustee may direct (*provided* that, subject to these Conditions and the terms of the Investment Management and Collateral Administration Agreement, if no Event of Default has occurred and is continuing, the Issuer shall be entitled to apply the benefit of such Trust Collateral and such sums in respect of such Trust Collateral received by it and held on trust under this paragraph without prior direction from the Trustee);

(ii) exercise any rights it may have in respect of the Trust Collateral at the direction of the Trustee; and

(iii) at its own cost take such action and execute such documents as the Trustee may in its sole discretion require.

The Issuer may from time to time grant security:

(i) by way of a first priority security interest to a Hedge Counterparty over a Counterparty Downgrade Collateral Account and any Counterparty Downgrade Collateral deposited by such Hedge Counterparty in the relevant Counterparty Downgrade Collateral Account as security for the Issuer's obligations to repay or redeem such Counterparty Downgrade Collateral pursuant to the terms of the applicable Hedge Agreement and these Conditions (subject to such security documentation as may be agreed between such third party, the Investment Manager acting on behalf of the Issuer and the Trustee). For the avoidance of doubt, the Issuer may grant such security interest directly to the Hedge Counterparty; and/or

(ii) by way of first priority security interest over amounts representing all or part of the Unfunded Amount of any Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation and deposited in its name with a third party as security for any payment obligations of the Issuer in respect of such Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation including but not limited to reimbursement or indemnification obligation of the Issuer owed to any other lender under such Revolving Obligation, Loss Mitigation Obligation or Delayed Drawdown Collateral Debt Obligation, subject to the terms of Condition 3(j)(vii) (*The Unfunded Revolver Reserve Account*),

excluding for the purposes of (i) and (ii) (inclusive) above, the Irish Excluded Assets.

All deeds, documents, assignments, instruments, bonds, notes, negotiable instruments, papers and any other instruments comprising, evidencing, representing and/or transferring the Portfolio will be deposited with or held by or on behalf of the Custodian until the security over such obligations is irrevocably discharged in accordance with the provisions of the Trust Deed. If the ratings of the Custodian are downgraded to below the Rating Requirement or withdrawn, the Issuer shall use reasonable endeavours to procure that a replacement Custodian with the Rating Requirement and who is appointed in accordance with and on substantially the same terms as the Agency Agreement.

Pursuant to the terms of the Trust Deed, the Trustee is exempted from any liability in respect of any loss or theft or reduction in value of the Collateral, from any obligation to insure, or to monitor the insurance arrangements in respect of, the Collateral and from any claim arising from the fact that the Collateral is held in a clearing system or in safe custody by the Custodian, a bank or other custodian. The Trustee has no responsibility for the performance by the Custodian of any of its duties under the Agency Agreement and has no responsibility for ensuring that the Custodian, the Account Bank, the Principal Paying Agent or any Hedge Counterparty satisfies the Rating Requirement applicable to it or, if it fails to satisfy such Rating Requirement, to procure the appointment of a replacement custodian, account bank, principal paying

agent or hedge counterparty. The Trustee has no responsibility for the management of the Portfolio by the Investment Manager or to supervise the administration of the Portfolio by the Collateral Administrator or the performance of the functions of the Investment Manager or the Collateral Administrator or by any other party and is entitled to rely absolutely on the certificates or notices of any relevant party without enquiry or liability. The Trust Deed also provides that the Trustee shall accept without investigation, requisition or objection such right, benefit, title and interest, if any, as the Issuer may have in and to any of the Collateral and is not bound to make any investigation into the same or into the Collateral in any respect.

(b) Application of Proceeds upon Enforcement

The Trust Deed provides that the net proceeds of realisation of, or enforcement with respect to the security over, the Collateral constituted by the Trust Deed shall be applied in accordance with the priorities of payment set out in Condition 11 (*Enforcement*).

(c) Limited Recourse and Non-Petition

The obligations of the Issuer to pay amounts due and payable in respect of the Notes and to the other Secured Parties at any time shall be limited to the proceeds available at such time to make such payments in accordance with the Priorities of Payment. Notwithstanding anything to the contrary in these Conditions or any Transaction Documents, if the net proceeds of realisation of the security constituted by the Trust Deed, upon enforcement thereof in accordance with Condition 11 (*Enforcement*) and the provisions of the Trust Deed are less than the aggregate amount payable in such circumstances by the Issuer in respect of the Notes and to the other Secured Parties (such negative amount being referred to herein as a "**shortfall**"), the obligations of the Issuer in respect of the Notes of each Class and its obligations to the other Secured Parties in such circumstances will be limited to such net proceeds, which shall be applied in accordance with the Priorities of Payment. In such circumstances, the other assets (including the Irish Excluded Assets) of the Issuer will not be available for payment of such shortfall which shall be borne by the Class X Noteholders and the Class A Noteholders (on a *pro rata* and *pari passu* basis), the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders and the other Secured Parties in accordance with the Priorities of Payment (applied in reverse order). The rights of the Secured Parties (including the Noteholders) to receive any further amounts in respect of such obligations shall be extinguished and none of the Noteholders of each Class or the other Secured Parties may take any further action to recover such amounts. None of the Noteholders of any Class, the Trustee or the other Secured Parties (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the Notes of any Class, the Trust Deed or otherwise owed to the Secured Parties, save for lodging a claim in the liquidation of the Issuer which is initiated by another non-Affiliated party or taking proceedings to obtain a declaration as to the obligations of the Issuer and without limitation to the Trustee's right to enforce and/or realise the security constituted by the Trust Deed (including by appointing a receiver or an administrative receiver).

In addition, none of the Noteholders or any of the other Secured Parties shall have any recourse against any director, shareholder or officer of the Issuer in respect of any obligations, covenants or agreement entered into or made by the Issuer pursuant to the terms of the Conditions or any other Transaction Document to which the Issuer is a party or any notice or documents which it is requested to deliver hereunder or thereunder.

None of the Trustee, the directors of the Issuer, the Arranger, the Initial Purchaser, the Investment Manager, the Corporate Services Provider and any Agent has any obligation to any Noteholder of any Class for payment of any amount by the Issuer in respect of the Notes of any Class.

(d) Acquisition and Sale of Portfolio

The Investment Manager is required to manage the Portfolio and to act in specific circumstances in relation to the Portfolio on behalf of the Issuer pursuant to the terms of, and subject to the parameters set out in, the Investment Management and Collateral Administration Agreement and subject to the overall supervision and control of the Issuer. The duties of the Investment Manager with respect to the Portfolio include (amongst others) the use of reasonable endeavours to:

(i) purchase Collateral Debt Obligations on or prior to the Issue Date and during the Initial Investment Period;

(ii) invest the amounts standing to the credit of the Accounts (other than the Counterparty Downgrade Collateral Account, the Unfunded Revolver Reserve Account, the relevant Hedge Termination Account, the relevant Asset Swap Account, the Payment Account and any Swap Tax Credits standing to the credit of the Interest Account) in Eligible Investments; and

(iii) sell certain of the Collateral Debt Obligations and reinvest the Principal Proceeds received in Substitute Collateral Debt Obligations in accordance with the criteria set out in the Investment Management and Collateral Administration Agreement.

The Investment Manager is required to monitor the Collateral Debt Obligations with a view to seeking to determine whether any Collateral Debt Obligation has converted into, or been exchanged for, an Exchanged Equity Security or Defaulted Obligation, *provided* that, if it fails to do so, it will not have any liability to the Issuer except by reason of acts constituting bad faith, wilful misconduct or gross negligence (where gross negligence shall be given its meaning under New York law) in the performance of its obligations. No Noteholder shall have any recourse against any of the Issuer, the Investment Manager, the Arranger, the Initial Purchaser, the Collateral Administrator, the Custodian, the Principal Paying Agent, the Registrar or the Trustee for any loss suffered as a result of such failure.

Under the Investment Management and Collateral Administration Agreement, the Retention Holder, the holders of the Subordinated Notes and the Controlling Class have certain rights in respect of the removal of the Investment Manager and appointment of a replacement Investment Manager.

(e) Exercise of Rights in Respect of the Portfolio

Pursuant to the Investment Management and Collateral Administration Agreement, the Issuer authorises the Investment Manager, prior to enforcement of the security over the Collateral, to exercise all rights and remedies of the Issuer in its capacity as a holder of, or person beneficially entitled to, the Portfolio. In particular, the Investment Manager is authorised, subject to any specific direction given by the Issuer, to attend and vote at any meeting of holders of, or other persons interested or participating in, or entitled to the rights or benefits (or a part thereof) under, the Portfolio and to give any consent, waiver, indulgence, time or notification, make any declaration or agree any composition, compounding or other similar arrangement with respect to any obligations forming part of the Portfolio.

(f) Information Regarding the Collateral

The Issuer shall procure that a copy of each Monthly Report and Payment Date Report is made available, within two (2) Business Days of publication, to each Noteholder of each Class upon request in writing therefor and that copies of each such Report are made available to the Relevant Recipients and each Rating Agency within two (2) Business Days of publication thereof.

The Issuer hereby agrees to be designated as the entity required to fulfil the reporting requirements of Article 7 of the Securitisation Regulation. The Issuer will assume all costs of complying with the reporting requirements under Article 7 of the Securitisation Regulation (including the properly incurred costs and expenses (including legal fees) of all parties incurred amending the Transaction Documents for this purpose) and, if applicable, shall reimburse each of the Investment Manager and/or the Collateral Administrator for any such costs incurred by the Investment Manager or the Collateral Administrator in connection with their assisting the Issuer with the preparation and/or filing of such information and reports required pursuant to the provisions of the Securitisation Regulation, such costs to be paid as Administrative Expenses.

For the avoidance of doubt, the Collateral Administrator will not assume any statutory responsibility for the Issuer's obligations as the entity responsible for fulfilling the reporting obligations under the Transparency Requirements. In providing such information and reporting, the Collateral Administrator also assumes no responsibility or liability to any third party, including the Noteholders and potential Noteholders, and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

5. Covenants of and Restrictions on the Issuer

(a) Covenants of the Issuer

Unless otherwise provided in the Transaction Documents, the Issuer covenants to the Trustee on behalf of the holders of the Notes that, for so long as any Notes remains Outstanding, the Issuer will:

(i) take such steps as are reasonable to enforce all its rights:

(A) under the Trust Deed;

(B) in respect of the Collateral;

(C) under the Agency Agreement;

(D) under the Investment Management and Collateral Administration Agreement;

(E) under the Corporate Services Agreement;

(F) under the Collateral Acquisition Agreements;

(G) under the Risk Retention Letter; and

(H) under any Hedge Agreements.

(ii) comply with its obligations under the Notes, the Trust Deed, these Conditions, the Agency Agreement, the Investment Management and Collateral Administration Agreement and each other Transaction Document to which it is a party;

(iii) keep proper books and records at its registered office (and maintain the same separate from those of any other Person or entity);

(iv) at all times maintain its Accounts and its financial statements separate from the accounts and financial statements of any other Person or entity;

(v) at all times maintain an arm's-length relationship with its Affiliates (if any);

(vi) at all times maintain its tax residence outside the United Kingdom, the United States and France and will not establish a branch, agency (and in this regard no account shall be taken of the activities which the Investment Manager carries out on behalf of the Issuer pursuant to the Investment Management and Collateral Administration Agreement irrespective of whether such activities constitute a permanent establishment or not, and for this purpose "permanent establishment" shall be construed pursuant to the meaning of permanent establishment in Article 5 of OECD Model Tax Convention on Income and Capital 2014) or place of business or register as a company in the United Kingdom, the United States or France;

(vii) pay its debts generally as they fall due, subject to and in accordance with the Priorities of Payment;

(viii) do all such things as are necessary to maintain its corporate existence, to conduct its own business in its own name, to hold itself out as a separate entity and to correct any known misunderstanding regarding its separate identity;

(ix) use its best endeavours to obtain and maintain the listing and admission to trading on the Global Exchange Market of Euronext Dublin of the outstanding Notes of each Class. If, however, it is unable to do so, having used such endeavours, or if the maintenance of such listings are agreed by the Trustee to be unduly onerous and the Trustee is satisfied that the interests of the holders of the Outstanding Notes of each Class would not thereby be materially prejudiced, the Issuer will instead use all reasonable endeavours promptly to obtain and thereafter to maintain a listing for such Notes on such other stock exchange(s) as it may (with the approval of the Trustee) decide, *provided* that such other stock exchange is a recognised stock exchange for the purposes of Section 64 of the TCA and Section 1005 of the Income Tax Act 2007;

(x) supply such information to the Rating Agencies as they may reasonably request;

(xi) conduct its business and affairs in accordance with its Constitution from within Ireland such that, at all times:

(A) it shall maintain its registered office in Ireland;

(B) it shall maintain its central management and control and its place of effective management only in Ireland and in particular shall not be treated as being resident in any other jurisdiction under any double taxation treaties entered into by Ireland or otherwise;

(C) it shall ensure that all of its directors are resident in Ireland for tax purposes, that they will exercise their control over the business of the Issuer independently and that all meetings of its directors shall be held in Ireland and all the directors of the Issuer (acting independently) shall exercise their authority only from and within Ireland by taking all major strategic decisions relating to the Issuer in Ireland pursuant to and in accordance with the Transaction Documents;

(D) it shall not open any office or branch or place of business outside of Ireland;

(E) it shall not knowingly take any action (save to the extent necessary for the Issuer to comply with its obligations under the Transaction Documents) which will cause its "centre of main interests" (within the meaning of European Council Regulation No. 2015/848 (the "**EU Insolvency Regulation**" and together with the UK Insolvency Regulation, the "**Insolvency Regulations**")) to be located in any jurisdiction other than Ireland and will not establish any offices, branches or other establishments (as defined in the Insolvency Regulations) or register as a company in any jurisdiction other than Ireland; and

(F) its tax residence is and remains at all times solely in Ireland for Irish tax purposes;

(xii) ensure an agent is appointed to assist in creating and maintaining the Issuer's website to enable the Rating Agencies to comply with Rule 17g-5;

(xiii) have its own stationery;

(xiv) notify the Principal Paying Agent, the Collateral Administrator and the Trustee of any reduction or withdrawal of any Rating Agency's rating of any of the Rated Notes known to the Issuer; and

(xv) in accordance with Article 7(2) of the Securitisation Regulations, be designated as the entity responsible to fulfil the reporting obligations of Article 7(1) of the Securitisation Regulations and to adhere to its obligations in respect thereof and, without limiting the foregoing, as soon as reasonably practicable, notify the Initial Purchaser, the Trustee, each Hedge Counterparty, the Investment Manager, the Rating Agencies and the Noteholders upon becoming aware of

the occurrence of any of the events specified in Article 7(1)(f) and (g) of the Securitisation Regulations and without delay take all reasonable steps to ensure that such information is made available as required by the Transparency Requirements.

(b) Restrictions on the Issuer

For so long as any of the Notes remains Outstanding, save as contemplated in the Transaction Documents, the Issuer covenants to the holders of such Outstanding Notes that (to the extent applicable) it will not, without the prior written consent of the Trustee:

(i) sell, factor, discount, transfer, assign, lend or otherwise dispose of any of its right, title or interest in or to the Collateral, other than in accordance with the Investment Management and Collateral Administration Agreement, nor will it create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over the Collateral except in accordance with the Trust Deed, the Conditions or the Transaction Documents;

(ii) sell, factor, discount, transfer, assign, lend or otherwise dispose of, nor create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over, any of its other property or assets or any part thereof or interest therein other than in accordance with the Trust Deed, a Hedge Agreement, the Conditions or the Transaction Documents;

(iii) engage in any business other than the holding or managing or both the holding and managing, in each case in Ireland, of "qualifying assets" within the meaning of Section 110 of the TCA and in connection therewith shall not engage in any business other than:

(A) acquiring and holding any property, assets or rights that are capable of being effectively secured in favour of the Trustee or that are capable of being held on trust by the Issuer in favour of the Trustee under the Trust Deed;

(B) issuing and performing its obligations under the Notes;

(C) entering into, exercising its rights and performing its obligations under or enforcing its rights under the Trust Deed, the Agency Agreement, the Investment Management and Collateral Administration Agreement and each other Transaction Document to which it is a party, as applicable; or

(D) performing any act incidental to or necessary in connection with any of the above;

(iv) amend any term or condition of Notes of any Class (save in accordance with these Conditions, the Trust Deed);

(v) agree to any amendment to any provision of, or grant any waiver or consent under the Trust Deed, the Agency Agreement, the Investment Management and Collateral Administration Agreement, the Corporate Services Agreement or any other Transaction Document to which it is a party;

(vi) guarantee or incur any indebtedness for borrowed money, other than in respect of:

(A) the Notes (including the issuance of additional Notes pursuant to Condition 17 (*Additional Issuances*)) or any document entered into in connection with the Notes or the sale or the drawdown (as applicable) thereof or any additional Notes or the sale or the drawdown (as applicable) thereof;

(B) any Refinancing; or

(C) as otherwise contemplated or permitted pursuant to the Trust Deed or the Investment Management and Collateral Administration Agreement;

(vii) amend the name or the Constitution of the Issuer;

(viii) have any subsidiaries or establish any offices, branches or other "establishment" (as that term is used in article 2(10) of the Insolvency Regulations outside of Ireland);

(ix) have any employees (for the avoidance of doubt, the directors of the Issuer do not constitute employees);

(x) enter into any reconstruction, amalgamation, merger or consolidation;

(xi) convey or transfer all or a substantial part of its properties or assets (in one or a series of transactions) to any person, otherwise than as contemplated in these Conditions;

(xii) issue any shares (other than such share in issue as at the Issue Date) nor redeem or purchase any of its issued share capital;

(xiii) enter into any material agreement or contract with any Person (other than an agreement on customary market terms which for the avoidance of doubt will include agreements to buy and sell obligations and documentation relating to restructurings (including steering committee indemnity letters), which terms do not contain the provisions below) unless such contract or agreement contains "limited recourse" and "non-petition" provisions and such Person agrees that, prior to the date that is after all the related obligations of the Issuer have been paid in full (or, if longer, the applicable preference period under applicable insolvency law), such Person shall not take any action or institute any proceeding against the Issuer under any insolvency law applicable to the Issuer or which would reasonably be likely to cause the Issuer to be subject to or seek protection of, any such insolvency law; *provided* that such Person shall be permitted to become a party to and to participate in any proceeding or action under any such insolvency law that is initiated by any other Person other than one of its Affiliates;

(xiv) otherwise than as contemplated in the Transaction Documents, release from or terminate the appointment of the Custodian or the Account Bank under the Agency Agreement, the Investment Manager or the Collateral Administrator under the Investment Management and Collateral Administration Agreement

(including, in each case, any transactions entered into thereunder) or, in each case, from any executory obligation thereunder;

(xv) enter into any lease in respect of, or own, premises;

(xvi) act as an entity that issues notes to investors and uses the proceeds to grant new loans on its own account, but rather purchases loans from another lender;

(xvii) acquire any Collateral Debt Obligations of its shareholders; or

(xviii) take any action, or permit any action to be taken, which would cause the Issuer to cease to be a "qualifying company" within the meaning of Section 110 of the TCA.

6. Interest

(a) Payment Dates

(i) Rated Notes

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes each bear interest from (and including) the Issue Date and such interest will be payable:

(A) in the case of interest accrued during the initial Accrual Period, for the period from (and including) the Issue Date to (but excluding) the Payment Date falling in 20 April 2025;

(B) in respect of each six month Accrual Period, semi-annually; and

(C) in respect of each three month Accrual Period, quarterly,

in each case in arrear on such Payment Date.

(ii) Subordinated Notes

Interest shall be payable on the Subordinated Notes to the extent funds are available in accordance with paragraph (DD) of the Interest Proceeds Priority of Payments, paragraph (U) of the Principal Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments on each Payment Date and shall continue to be payable in accordance with this Condition 6 (*Interest*) notwithstanding redemption in full of any Subordinated Note at its applicable Redemption Price.

Notwithstanding any other provision of these Conditions or the Trust Deed, all references herein and therein to the Subordinated Notes being redeemed in full or at their Principal Amount Outstanding shall be deemed to be amended to the extent required to ensure that a minimum of €1 principal amount of each such Class of Notes remains Outstanding at all times and any amounts which are to be applied in redemption of each such Class of Notes pursuant hereto which are in excess of the Principal Amount Outstanding thereof minus €1, shall constitute interest payable in respect of such Notes and shall not be applied in redemption of the Principal Amount Outstanding thereof, provided always however that such €1 principal shall no longer remain Outstanding and each

such Class of Notes shall be redeemed in full on the date on which all of the Collateral securing the Notes has been realised and is to be finally distributed to the Noteholders.

Interest shall accrue on the Subordinated Notes for each taxable period of the Issuer in an amount equal to each pro rata share of all profits, gains and losses, realised or unrealised, of the Issuer (ignoring interest on the Subordinated Notes), in each case calculated for the purpose of Irish corporation tax as applicable to the Issuer less the Issuer Profit Amount (or the appropriate proportion thereof) for the relevant taxable period (after any tax losses available and carried forward from previous taxable periods) provided that if such amount would be negative it shall be deemed to be zero for that period but any such negative amount shall be carried forward to the next period.

If the aggregate of income and gains earned by the Issuer during an accounting period exceeds the costs and expenses accrued for that period, such excess shall accrue as additional interest on the Subordinated Notes but shall only be payable on any Payment Date following payment in full of amounts payable pursuant to the Priorities of Payment on such Payment Date.

(b) Interest Accrual

(i) Rated Notes

Each Rated Note (or, as the case may be, the relevant part thereof due to be redeemed) will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, it shall continue to bear interest in accordance with this Condition 6 (*Interest*) (both before and after judgment) until whichever is the earlier of:

(A) the day on which all sums due in respect of such Notes up to that day are received by or on behalf of the relevant Noteholder; and

(B) the day following seven (7) calendar days after the Trustee or the Principal Paying Agent has notified the Noteholders of such Class of Notes in accordance with Condition 16 (*Notices*) of receipt of all sums due in respect of all the Notes of such Class up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

(ii) Subordinated Notes

Payments on the Subordinated Notes will cease to be payable in respect of each and Subordinated Note upon the date that all of the Collateral has been realised and no Interest Proceeds or Principal Proceeds or, where applicable, other net proceeds of enforcement of the security over the Collateral remain available for distribution in accordance with the Priorities of Payment.

(c) Deferral of Interest

(i) Deferred Interest

Except in respect of the Controlling Class following the occurrence of a Frequency Switch Event, the Issuer shall, and shall only be obliged to, pay any Interest Amount payable in respect of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes in full on any Payment Date, in each case to the extent that there are Interest Proceeds or Principal Proceeds available for payment thereof in accordance with the Priorities of Payment.

In the case of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, an amount of interest equal to any shortfall in payment of the Interest Amount which would, but for the first paragraph of this Condition 6(c)(i) (*Deferred Interest*) otherwise be due and payable in respect of such Class of Notes on any Payment Date (each such amount being referred to as "**Deferred Interest**") will not be payable on such Payment Date, but will be added to the principal amount of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, and thereafter will accrue interest at the rate of interest applicable to that Class of Notes, and the failure to pay such Deferred Interest to the holders of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, will not be an Event of Default until the Maturity Date or any earlier date on which the Notes are to be repaid or redeemed in full. Interest will cease to accrue on each Notes, or in the case of a partial repayment, on such part, from the date of repayment or the Maturity Date or early redemption date unless payment of principal is improperly withheld or unless default is otherwise made with respect to such payment of principal.

(ii) Non-payment of Interest

Non-payment of interest on (x) the Class X Notes, the Class A Notes or the Class B Notes or (y) following the occurrence of a Frequency Switch Event, the Controlling Class shall, in each case, subject to Condition 10(a)(i) (*Non-payment of interest*), constitute an Event of Default following the expiry of the five (5) Business Days grace period (or ten (10) Business Days due to an administrative error or omission) in accordance with Condition 10 (*Events of Default*).

(d) Payment of Deferred Interest

Deferred Interest in respect of any Class C Note, Class D Note, Class E Note or Class F Note shall only become payable by the Issuer in accordance with respectively, paragraphs (K), (N), (Q) and (T) of the Interest Proceeds Priority of Payments, paragraphs (D), (G), (J) and (M) of the Principal Proceeds Priority of Payments and paragraphs (K), (N), (Q) and (T) of the Post-Acceleration Priority of Payments and under the Note Payment Sequence in each place specified in the Priorities of Payment, to the extent that Interest Proceeds or Principal Proceeds, as applicable, are available to make such payment in accordance with the Priorities of Payment (and, if applicable, the Note Payment Sequence). For the avoidance of doubt, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable, will be added to the principal amount of the Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable. An amount equal to any such Deferred Interest so paid shall be subtracted from the principal amount of the

Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable.

(e) Interest on the Rated Notes

(i) Floating Rate of Interest

The rate of interest from time to time in respect of the Class X Notes (the "**Class X Floating Rate of Interest**"), in respect of the Class A Notes (the "**Class A Floating Rate of Interest**"), in respect of the Class B Notes (the "**Class B Floating Rate of Interest**"), in respect of the Class C Notes (the "**Class C Floating Rate of Interest**"), in respect of the Class D Notes (the "**Class D Floating Rate of Interest**"), in respect of the Class E Notes (the "**Class E Floating Rate of Interest**"), in respect of the Class F Notes (the "**Class F Floating Rate of Interest**") (and each, a "**Floating Rate of Interest**") will be determined by the Calculation Agent on the following basis:

(A) On each Interest Determination Date:

(1) in the case of the initial Accrual Period, the Calculation Agent will determine a straight line interpolation of the offered rate for six and twelve month EURIBOR;

(2) in the case of each Interest Determination Date, other than the initial Interest Determination Date and prior to the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for three month EURIBOR; and

(3) (i) in the case of each Interest Determination Date following the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for six month EURIBOR, or (ii) in the case of the Accrual Period from, and including, the final Payment Date before the Maturity Date to, but excluding, the Maturity Date, if such first mentioned Payment Date falls on or about 20 July 2037, the Calculation Agent will determine the offered rate for three month EURIBOR,

in each case, as at 11.00 am (Brussels time) on the Interest Determination Date in question. Such offered rate will be that which appears on the display designated on the Bloomberg Screen "BTMM EU" Page (or such other page or service as may replace it for the purpose of displaying EURIBOR rates). The Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (as defined below) in respect of (i) the initial Accrual Period, the rate referred to in paragraph (1) above; and (ii) each six month Accrual Period, the rate referred to in paragraph (3)(i) above; and (iii) each three month Accrual Period, the

rate referred to in paragraph (2) or 3(ii) above (as applicable), in each case as determined by the Calculation Agent.

(B) If the offered rate so appearing is replaced by the corresponding rates of more than one bank then paragraph (A) shall be applied, with any necessary consequential changes, to the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of the rates (being at least two) which so appear, as determined by the Calculation Agent. If for any other reason such offered rate does not so appear, or if the relevant page is unavailable, the Calculation Agent will request each of four major banks in the Euro zone interbank market (selected by the Issuer or the Investment Manager on behalf of the Issuer subject to this Condition 6(e)(i)(B)) acting in each case through its principal Euro zone office (the "**Reference Banks**") to provide the Calculation Agent with its offered quotation to leading banks for Euro deposits in the Euro zone interbank market:

(1) in the case of the initial Accrual Period, a straight line interpolation of the offered rate for six and twelve month EURIBOR;

(2) in respect of each Interest Determination Date, other than the initial Interest Determination Date and prior to the occurrence of a Frequency Switch Event, for a period of 3 months; and

(3) (i) in respect of each Interest Determination Date following the occurrence of a Frequency Switch Event, for a period of six months or, (ii) in the case of the Accrual Period from, and including, the final Payment Date before the Maturity Date to, but excluding, the Maturity Date, if such first mentioned Payment Date falls on or about 20 July 2037, for a period of three months,

in each case as at 11.00 a.m. (Brussels time) on the Interest Determination Date in question. The Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period, shall be the aggregate of the Applicable Margin (if any) and the arithmetic mean, in each case, (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of, in respect of (i) the initial Accrual Period; the quotations referred to in paragraph (1) above; and (ii) each six month Accrual Period, the quotations referred to in paragraph (3)(i) above; and (iii) each three month Accrual Period, the quotations referred to in paragraph (2) or (3)(ii) above (as applicable) (or of such quotations, being at least two, as are so provided), all as determined by the Calculation Agent.

(C) If on any Interest Determination Date one only or none of the Reference Banks provides such quotation, the Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, respectively, for the next Accrual Period shall be the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, in each case in effect as at the immediately preceding Accrual Period; *provided* that following the occurrence of a Frequency Switch Event in respect of the Accrual Period ending on the Maturity Date if such Accrual Period is a three month period, the Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, respectively, shall be determined by reference to the most recent offered rate for three month Euro deposits obtainable by the Calculation Agent.

(D) Where:

"**Applicable Margin**" means:

(1) in the case of the Class X Notes: 0.45 per cent. *per annum*;

(2) in the case of the Class A Notes: 1.32 per cent. *per annum*;

(3) in the case of the Class B Notes: 1.90 per cent. *per annum*;

(4) in the case of the Class C Notes: 2.45 per cent. *per annum*;

(5) in the case of the Class D Notes: 3.75 per cent. *per annum*;

(6) in the case of the Class E Notes: 6.25 per cent. *per annum*; and

(7) in the case of the Class F Notes: 8.32 per cent. *per annum*.

(E) Notwithstanding paragraphs (A) and (B) above, if, in relation to any Interest Determination Date, EURIBOR in respect of any Rated Notes as determined in accordance with paragraphs (A) and (B) above would yield a rate less than zero, such rate shall be deemed to be zero for the purposes of determining the Floating Rate of Interest pursuant to this Condition 6(e)(i) (*Floating Rate of Interest*).

(ii) Determination of Floating Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, as soon as practicable after 11.00 a.m. (Brussels time) on each Interest Determination Date, but in no event later than the Business Day after such date, determine the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the

Class F Floating Rate of Interest and calculate the interest amount payable in respect of original principal amounts of the Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and the Class F Notes equal to the Authorised Integral Amount applicable thereto for the relevant Accrual Period. The amount of interest (the "**Interest Amount**") payable in respect of each Authorised Integral Amount applicable to any Notes shall be calculated by applying the Class A Floating Rate of Interest in the case of the Class A Notes, the Class B Floating Rate of Interest in the case of the Class B Notes, the Class C Floating Rate of Interest in the case of the Class C Notes, the Class D Floating Rate of Interest in the case of the Class D Notes, the Class E Floating Rate of Interest in the case of the Class E Notes and the Class F Floating Rate of Interest in the case of Class F Notes, respectively, to an amount equal to the Principal Amount Outstanding in respect of such Authorised Integral Amount, multiplying the product by the actual number of days in the Accrual Period concerned, divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards).

Where paragraph (B) of Condition 6(e)(i) (*Floating Rate of Interest*) applies, any test or calculation required to be made in accordance with the Trust Deed, the Investment Management and Collateral Administration Agreement or any other Transaction Document: (i) where such test or calculation requires a determination of a Floating Rate of Interest, and (ii) the date of such test or calculation falls in between two Interest Determination Dates, the applicable offered rate shall be the offered rate which was applicable as of the previous Interest Determination Date.

(iii) Reference Banks and Calculation Agent

The Issuer will procure that, so long as any Class A Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note remains Outstanding:

(A) a Calculation Agent shall be appointed and maintained for the purposes of determining the interest rate and interest amount payable in respect of the Notes; and

(B) if the Class X Floating Rate of Interest, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest are to be calculated by Reference Banks pursuant to paragraph (B) of Condition 6(e)(i) (*Floating Rate of Interest*), that the number of Reference Banks required pursuant to such paragraph (B) are requested by the Calculation Agent to provide a quotation.

If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent for the purpose of calculating interest hereunder or fails duly to establish any Floating Rate of Interest for any Accrual Period, or to calculate the Interest Amount on any Class of Rated Notes, the Issuer shall (with the prior approval of the Trustee) appoint some other leading bank to act as such in its place. The Calculation Agent may not resign its duties without a successor having been so appointed.

(f) Proceeds in respect of Subordinated Notes

Solely in respect of Subordinated Notes, the Collateral Administrator will on each Determination Date calculate the Interest Proceeds and/or Principal Proceeds payable to the extent of available funds in respect of an original principal amount of Subordinated Notes equal to the Authorised Integral Amount applicable thereto for the relevant Accrual Period. The Interest Proceeds and/or Principal Proceeds payable on each Payment Date in respect of an original principal amount of Subordinated Notes equal to the Authorised Integral Amount applicable thereto shall be calculated by multiplying the amount of Interest Proceeds and/or Principal Proceeds to be applied on the Subordinated Notes on the applicable Payment Date pursuant to the relevant Priorities of Payment by fractions equal to the amount of such Authorised Integral Amount, as applicable, divided by the aggregate original principal amount of the Subordinated Notes.

(g) Publication of Floating Rates of Interest, Interest Amounts and Deferred Interest

The Calculation Agent will, at the cost of the Issuer (such cost being an Administrative Expense), cause the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest or the Interest Amounts payable in respect of each Class of Rated Notes, the amount of any Deferred Interest due but not paid on any Class C Notes, Class D Notes, Class E Notes or Class F Notes for each Accrual Period and Payment Date, the occurrence of a Frequency Switch Event on any Frequency Switch Measurement Date, and the Principal Amount Outstanding of each Class of Notes as of the applicable Payment Date to be notified to the Registrar, the Principal Paying Agent, the Transfer Agent, the Trustee and the Investment Manager, for so long as the Notes are listed on the Global Exchange Market of Euronext Dublin, Euronext Dublin as soon as possible after their determination but in no event later than the fourth Business Day thereafter, and the Principal Paying Agent shall cause each such rate, amount and date to be notified to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible following notification to the Principal Paying Agent but in no event later than the third Business Day after such notification. The Interest Amounts in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes or the Payment Date in respect of any Class of Notes so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice if an extension or shortening of the Accrual Period occurs. If the Notes becomes due and payable under Condition 10 (*Events of Default*), interest shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this Condition 6 (*Interest*) but no publication of the applicable Interest Amounts shall be made unless the Trustee so determines.

(h) Notifications, etc. to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 (*Interest*), whether by the Reference Banks (or any of them) or the Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Reference Banks, the Calculation Agent, the Trustee, the Registrar, the Principal Paying Agent, the

Transfer Agent and all Noteholders and (in the absence of the negligence, wilful misconduct or fraud of the Reference Banks or the Calculation Agent, as applicable) no liability to the Issuer or the Noteholders of any Class shall attach to the Reference Banks or the Calculation Agent in connection with the exercise or non-exercise or delay in exercising by them of their powers, duties and discretions under this Condition 6(h) (*Notifications, etc. to be Final*).

7. Redemption and Purchase

(a) Final Redemption

Save to the extent previously redeemed in full and cancelled, the Notes of each Class will be redeemed on the Maturity Date of such Notes. In the case of a redemption pursuant to this Condition 7(a) (*Final Redemption*), the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes will be redeemed (or repaid, as the case may be) at their Redemption Price in accordance with the Note Payment Sequence and the Subordinated Notes will be redeemed at the amount equal to their share of the amounts of Principal Proceeds to be applied towards such redemption pursuant to paragraph (U) of the Principal Proceeds Priority of Payments. Notes may not be redeemed other than in accordance with this Condition 7 (*Redemption and Purchase*).

(b) Optional Redemption

(i) Optional Redemption in Whole – Subordinated Noteholders

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*), Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) and Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Rated Notes effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer at the applicable Redemption Prices, from Sale Proceeds or any Refinancing Proceeds (or a combination thereof):

(A) on any Business Day falling on or after expiry of the Non-Call Period at the direction of the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices); or

(B) upon the occurrence of a Collateral Tax Event, on any Business Day falling after such occurrence at the direction of the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices).

(ii) Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*), the Rated Notes of any Class may be redeemed by the Issuer at the applicable Redemption Prices, from Refinancing Proceeds (in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) below) on any Business Day falling on or after expiry of the Non-Call Period at the direction of the:

(A) Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices); or

(B) the Investment Manager.

No such Optional Redemption may occur unless any Class of Rated Notes to be redeemed or repaid (as the case may be) represents the entire Class of such Rated Notes.

(iii) Optional Redemption in Whole – Investment Manager Clean-up Call

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Rated Notes effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer, at the applicable Redemption Prices, from Sale Proceeds on any Payment Date falling on or after expiry of the Non-Call Period if, upon or at any time following the expiry of the Non-Call Period, the Aggregate Collateral Balance is less than 15.0 per cent. of the Target Par Amount and if directed in writing by the Investment Manager (on behalf of the Issuer).

(iv) Terms and Conditions of an Optional Redemption

In connection with any Optional Redemption:

(A) the Issuer shall procure that at least 20 calendar days' prior written notice of such Optional Redemption (which notice shall state that any Optional Redemption is subject to satisfaction of the conditions in this Condition 7(b) (*Optional Redemption*)), including the applicable Redemption Date, and the relevant Redemption Price therefor, is given to the Trustee and the Noteholders in accordance with Condition 16 (*Notices*);

(B) the Rated Notes to be redeemed shall be redeemed at its applicable Redemption Prices (subject, in the case of an Optional Redemption of the Rated Notes in whole, to the right of holders of 100.0 per cent. of the aggregate Principal Amount Outstanding of any Class of Rated Notes to elect to receive less than 100.0 per cent. of the Redemption Price that would otherwise be payable to the holders of such Class of Rated Notes). Such right shall be exercised by delivery by each holder of the relevant Class of Rated Notes of a written direction confirming such holder's election to receive less than 100.0 per cent. of the Redemption Price that would otherwise be payable to it, together with evidence of their holding to the Issuer and the Investment Manager no later than 20 days (or such shorter period of time as may be agreed the Investment Manager, acting reasonably) prior to the relevant Redemption Date;

(C) the Investment Manager shall have no right or other ability to prevent an Optional Redemption directed by the Subordinated Noteholders in accordance with this Condition 7(b) (*Optional Redemption*);

(D) any such redemption must comply with the procedures set out in Condition 7(b)(vii) (*Mechanics of Redemption*); and

(E) any redemption in part of the Notes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*) may be effected from Refinancing Proceeds in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) below.

(v) Optional Redemption effected in whole or in part through Refinancing

Following receipt of, or as the case may be, confirmation from the Transfer Agent or Principal Paying Agent of receipt of a direction in writing from the requisite percentage of Subordinated Noteholders (acting by way of Ordinary Resolution or Extraordinary Resolution (as applicable)); or Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*), the Issuer may:

(1) in the case of a redemption in whole of all Classes of Rated Notes in accordance with Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*):

(a) enter into a loan (as borrower thereunder) with one or more financial institutions; or

(b) issue replacement notes; and

(2) in the case of a redemption of an entire Class or Classes of Rated Notes (but not of all Classes of Rated Notes) in accordance with Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*), issue replacement notes

(each, a "**Refinancing Obligation**"),

whose terms in each case will be negotiated by the Investment Manager on behalf of the Issuer (any such refinancing, a "**Refinancing**"). The terms of any Refinancing are subject to the prior written consent of the Investment Manager (on behalf of the Issuer). Each Refinancing is required to satisfy the conditions described in this Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

Refinancing Proceeds may be applied in addition to (or in place of) Sale Proceeds in the redemption of the Rated Notes in whole pursuant to Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*). In addition, Refinancing Proceeds must be applied in the redemption of the Rated Notes in part by Class pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*).

(A) Refinancing in relation to a Redemption in Whole

In the case of a Refinancing in relation to the redemption of all of the Rated Notes in whole but not in part pursuant to Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*) as described above, such Refinancing will be effective only if:

(1) the Issuer provides prior written notice thereof to Fitch and S&P;

(2) all Refinancing Proceeds, all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments and all other available funds will be at least sufficient to pay any Refinancing Costs, (including, for the avoidance of doubt, any Trustee Fees and Expenses that are Refinancing Costs and any Administrative Expenses that are Refinancing Costs) and all amounts due and payable in respect of all Classes of Notes save for the Subordinated Notes (including without limitation Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority thereto pursuant to the Priorities of Payment (subject to any election to receive less than 100.0 per cent. of Redemption Price) on such Redemption Date when applied in accordance with the Post-Acceleration Priority of Payments;

(3) all Principal Proceeds, Refinancing Proceeds, Sale Proceeds, if any, and other available funds are used (to the extent necessary) to make such redemption;

(4) each agreement entered into by the Issuer in respect of such Refinancing contains limited recourse and non-petition provisions substantially the same as those contained in the Trust Deed; and

(5) all Refinancing Proceeds and all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments, are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date,

in each case, as certified to the Issuer and the Trustee (upon which certificate the Trustee shall rely absolutely and without any liability or enquiry) by the Investment Manager.

(B) Refinancing in relation to a Redemption in Part

In the case of a Refinancing in relation to a redemption of the Rated Notes in part by Class pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Rated Notes in whole by Subordinated Noteholders/Investment Manager*), such Refinancing will be effective only if:

(1) the Issuer provides prior written notice thereof to Fitch and S&P;

(2) the Refinancing Obligations are in the form of notes;

(3) any redemption of a Class of Notes is a redemption of the entire Class which is subject to the redemption;

(4) the sum of (A) the Refinancing Proceeds and (B) the Partial Redemption Interest Proceeds will be at least sufficient to pay in full:

(a) the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to the Optional Redemption; plus

(b) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with such Refinancing;

(5) the Refinancing Proceeds are used (to the extent necessary) to make such redemption;

(6) each agreement entered into by the Issuer in respect of such Refinancing contains limited recourse and non-petition provisions substantially the same as those contained in the Trust Deed;

(7) the aggregate principal amount of the Refinancing Obligations for each Class is equal to the aggregate Principal Amount Outstanding of the Class or Classes of Notes being redeemed with the Refinancing Proceeds and the Partial Redemption Interest Proceeds;

(8) the maturity date of each class of Refinancing Obligation is the same as the Maturity Date of the Class or Classes of Notes being redeemed with the Refinancing Proceeds;

(9) the interest rate of any Refinancing Obligations may be different to but will not be greater than the interest rate of the Rated Notes subject to such Optional Redemption provided that (i) pari passu Classes may be refinanced using the issuance proceeds of a single new Class of Fixed Rate Notes or Class of Floating Rate Notes, provided further that the interest rate of such single Class will not be greater than (x) if the Refinancing Obligations bear interest at a fixed rate, the interest rate of the Class of Fixed Rate Notes of such pari passu Class being refinanced or (y) if the Refinancing Obligations bear interest at a floating rate, the Floating Rate of Interest of the Floating Rate Notes of such pari passu Class being refinanced, (ii) if more than one Class of Floating Rate Notes is subject to a Refinancing, provided further that (x) the spread over EURIBOR of the Refinancing Obligations for a Class of Floating Rate Notes may be greater than the spread over EURIBOR for such Class of Floating Rate Notes subject to

Refinancing so long as the weighted average (based on the aggregate principal amount of each Class of Floating Rate Notes subject to Refinancing) of the spread over EURIBOR of the Refinancing Obligations is less than the weighted average (based on the aggregate principal amount of each such Class) of the spread over EURIBOR of the Classes of Floating Rate Notes subject to such Refinancing and (y) Rating Agency Confirmation has been obtained, (iii) the issue proceeds of a new Class of Floating Rate Notes may be used to refinance the existing Fixed Rate Notes, provided that the interest rate results in an equal or lower equivalent yield based on the then-current Swap Curve Rate and Rating Agency Confirmation has been obtained, and (iv) the issue proceeds of a new Class of Fixed Rate Notes may be used to refinance any Class of Floating Rate Notes, provided that the interest rate results in an equal or lower equivalent yield based on the then-current Swap Curve Rate and Rating Agency Confirmation has been obtained;

(10) payments in respect of the Refinancing Obligations are subject to the Priorities of Payment and rank at the same priority pursuant to the Priorities of Payment as the relevant Class or Classes of Rated Notes being redeemed;

(11) the voting rights, consent rights, redemption rights (other than any modification to remove the right of the Subordinated Noteholders or any other party to direct the Issuer to redeem by refinancing the Refinancing Obligations) and all other rights of the Refinancing Obligations are the same as the rights of the corresponding Class of Rated Notes being redeemed;

(12) all Refinancing Proceeds are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date; and

(13) if the Partial Redemption Date is not otherwise a Payment Date, the Investment Manager reasonably determines that Interest Proceeds will be available on the next following Payment Date in an amount at least equal to the sum of the amount that will be required for distribution under the Interest Proceeds Priority of Payments for the payment of all Trustee Fees and Expenses and Administrative Expenses on the next following Payment Date,

in each case, as certified to the Issuer and the Trustee (upon which certificate the Trustee shall rely without enquiry or liability) by the Investment Manager.

If, in relation to a proposed optional redemption of the Notes (whether in whole or in part, as applicable), any of the relevant conditions specified in this Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) are not satisfied, the Issuer shall cancel the relevant redemption of the Notes and shall give notice of

such cancellation to the Trustee, the Investment Manager and the Noteholders in accordance with Condition 16 (*Notices*). Any such cancellation shall not constitute an Event of Default.

None of the Issuer, the Investment Manager, the Collateral Administrator or the Trustee shall be liable to any party, including the Subordinated Noteholders, for any failure to obtain a Refinancing.

(C) Consequential Amendments

Following a Refinancing, the Trustee shall agree to the modification of the Trust Deed (including these Conditions) and the other Transaction Documents required by the Issuer or the Investment Manager on its behalf to the extent that the Issuer (or the Investment Manager on its behalf) certifies (upon which certification the Trustee may rely absolutely and without enquiry or liability) that such modification is necessary to reflect the terms of the Refinancing (including any modification to remove the right of the Subordinated Noteholders or any other party to direct the Issuer to redeem by refinancing the Refinancing Obligations), subject as provided below. No further consent for such amendments shall be required from the holders of Notes.

The Trustee will not be obliged to enter into any modification that, in the opinion of the Trustee, would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the rights, powers, authorisations, discretions, indemnities and protections, of the Trustee in respect of the Transaction Documents, and the Trustee will be entitled to conclusively rely without enquiry or liability upon an officer's certificate and/or opinion of counsel as to matters of law (which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgment of counsel delivering such opinion of counsel) provided by the Issuer or any other party to any Transaction Document to the effect that such amendment meets the requirements specified above and is permitted under the Trust Deed (including these Conditions) without the consent of the holders of the Notes (except that such officer or counsel will have no obligation to certify or opine as to the sufficiency of the Refinancing Proceeds).

(vi) Optional Redemption in whole of all Classes of Rated Notes effected through Liquidation only

Following receipt of notice from the Issuer or, as the case may be, of confirmation from the Transfer Agent or Principal Paying Agent of:

(A) a direction in writing from the requisite percentage of Subordinated Noteholders (in the case of Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*) or Condition 7(g) (*Redemption following Note Tax Event*));

(B) a direction in writing from the requisite percentage of the Controlling Class (in the case of Condition 7(g) (*Redemption following Note Tax Event*)); or

(C) a direction in writing from the Investment Manager (in the case of a Condition 7(b)(iii) (*Optional Redemption in Whole – Investment Manager Clean-up Call*)),

as the case may be, to exercise any right of optional redemption pursuant to this Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*) to be effected solely through the liquidation or realisation of the Collateral, the Collateral Administrator shall, as soon as practicable, and in any event not later than 17 Business Days prior to the scheduled Redemption Date (the "**Redemption Determination Date**"), *provided* that the Collateral Administrator has received such notice or confirmation at least 20 Business Days prior to the scheduled Redemption Date, calculate the Redemption Threshold Amount in consultation with the Investment Manager.

The Notes shall not be optionally redeemed where such Optional Redemption is to be effected solely through the liquidation or realisation of the Portfolio unless:

(1) At least five (5) Business Days before the scheduled Redemption Date the Investment Manager shall have furnished to the Trustee a certificate (upon which certificate the Trustee may rely absolutely and without enquiry or liability) signed by an officer of the Investment Manager that the Investment Manager on behalf of the Issuer has entered into a binding agreement or agreements with a financial or other institution or institutions or a bankruptcy remote special purpose vehicle to purchase (directly or by participation or other arrangement) from the Issuer, not later than the Business Day immediately preceding the scheduled Redemption Date in immediately available funds, all or part of the Portfolio at a purchase price at least sufficient, together with the Eligible Investments maturing, redeemable or put-able to the issuer thereof at par on or prior to the scheduled Redemption Date and (without duplication) the amounts standing to the credit of the Accounts which would be applied in accordance with the Post-Acceleration Priority of Payments if the Notes fell due for redemption in full on such Redemption Date, to meet the Redemption Threshold Amount.

(2)

(a) Prior to selling any Collateral Debt Obligations, Loss Mitigation Obligations and/or Eligible Investments, the Investment Manager certifies to the Trustee that, in its judgment, the aggregate sum of:

(i) expected proceeds from the sale of Eligible Investments; and

(ii) for each Collateral Debt Obligation or Loss Mitigation Obligation, the product of its Principal Balance and its Market Value, and

(iii) (without duplication) amounts standing to the credit of the Accounts which would be applied in accordance with the Post-Acceleration Priority of Payments if the Notes fell due for redemption in full on such Redemption Date, and

shall be at least sufficient to meet the Redemption Threshold Amount; and

(b) at least two (2) Business Days before the scheduled Redemption Date, the Issuer shall have received proceeds of disposition of all or part of the Portfolio at least sufficient to meet the Redemption Threshold Amount.

(3) At least three (3) Business Days prior to the scheduled Redemption Date, the Collateral Administrator (on behalf of the Issuer) shall give notice to the Trustee in writing of the amount of all expenses that have been or will be incurred by the Issuer up to and including the scheduled Redemption Date in effecting such liquidation or realisation (to the extent such amounts are ascertainable by the Collateral Administrator or have been provided to the Collateral Administrator by the Issuer or any Secured Party).

(4) Any certification delivered by the Investment Manager pursuant to this section must include:

(a) the prices of, and expected proceeds from, the sale (directly or by participation or other arrangement) of any Collateral Debt Obligations, Loss Mitigation Obligations and/or Eligible Investments; and

(b) all calculations required by this Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*) (as applicable).

Any Noteholder, the Investment Manager or any of the Investment Manager's Affiliates shall have the right, subject to the same terms and conditions afforded to other bidders, to bid for Collateral Debt Obligations or Loss Mitigation Obligations to be sold as part of an Optional Redemption pursuant to this Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Rated Notes effected through Liquidation only*).

The Trustee shall rely conclusively and without enquiry or liability on any evidence, confirmation or certificate of, or formalised by, the Investment Manager furnished by it pursuant to or in connection with this Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Rated Notes effected through Liquidation only*).

If either of the conditions (1) or (2) above is not satisfied, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation to the Trustee, the Investment Manager and the Noteholders in accordance with Condition 16 (*Notices*). Such cancellation shall not constitute an Event of Default.

(vii) Mechanics of Redemption

Following calculation by the Collateral Administrator in consultation with the Investment Manager of the relevant Redemption Threshold Amount, if applicable, the Collateral Administrator shall make such other calculations as it is required to make pursuant to the Investment Management and Collateral Administration Agreement and shall notify the Issuer, the Trustee, the Investment Manager and the Registrar, whereupon the Registrar shall notify the Noteholders (in accordance with Condition 16 (*Notices*)) of such amounts.

Any exercise of a right of Optional Redemption by the Subordinated Noteholders pursuant to this Condition 7(b) (*Optional Redemption*) or the Controlling Class pursuant to Condition 7(g) (*Redemption following Note Tax Event*) shall be effected by delivery to a Transfer Agent, by the requisite amount of Subordinated Noteholders or the requisite amount of Notes comprising the Controlling Class held thereby together with duly completed Redemption Notices not less than 20 calendar days prior to the applicable Redemption Date. No Redemption Notice, Subordinated Note or Notes comprising the Controlling Class so delivered or any direction given by the Investment Manager may be withdrawn without the prior consent of the Issuer. The Registrar shall copy each Redemption Notice or any direction given by the Investment Manager received to each of the Issuer, the Trustee, the Collateral Administrator, any Hedge Counterparty and, if applicable, the Investment Manager. Notwithstanding anything else in Condition 7 (*Redemption and Purchase*), where a right of Optional Redemption is exercised by way of Ordinary Resolution or an Extraordinary Resolution of a meeting of the Subordinated Noteholders or the Controlling Class (as applicable), no separate Redemption Notice will be required to be issued in connection therewith and for the purposes of this Condition 7 (*Redemption and Purchase*) any such resolutions shall be deemed to be Redemption Notices.

The Investment Manager shall notify the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty and the Principal Paying Agent in writing upon satisfaction of all of the conditions set out in this Condition 7(b) (*Optional Redemption*) and shall arrange for liquidation and/or realisation of the Portfolio in whole or in part as necessary, on behalf of the Issuer in accordance with the Investment Management and Collateral Administration Agreement. The Issuer shall deposit, or cause to be deposited, the funds required for an optional redemption of the Notes in accordance with this

Condition 7(b) (*Optional Redemption*) in the Payment Account on or before the Business Day prior to the applicable Redemption Date or, in the case of a Refinancing, on or prior to the applicable Redemption Date. Principal Proceeds and Interest Proceeds received in connection with a redemption in whole of all the Rated Notes shall be payable in accordance with the Post-Acceleration Priority of Payments. Any redemption in whole of a Class of Rated Notes (other than a redemption in whole of all Classes of Rated Notes) shall be paid to the holders of such Class of Notes in accordance with the Priorities of Payment.

(viii) Optional Redemption of Subordinated Notes

The Subordinated Notes may be redeemed in whole or in part in aggregate at their Redemption Price on any Business Day on or after the redemption or repayment in full of the Rated Notes, at the direction of:

(A) the Subordinated Noteholders (acting by Ordinary Resolution); or

(B) the Investment Manager.

(c) Mandatory Redemption upon Breach of Coverage Tests

(i) Class X Notes, Class A Notes and Class B Notes

If the Class A/B Par Value Test is not met on any Determination Date on or after the Effective Date or if the Class A/B Interest Coverage Test is not met on the Determination Date immediately preceding the second Payment Date following the Effective Date or any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes and the Class B Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until each such Class A/B Coverage Test is satisfied if recalculated following such redemption.

(ii) Class C Notes

If the Class C Par Value Test is not met on any Determination Date on or after the Effective Date or if the Class C Interest Coverage Test is not met on the Determination Date immediately preceding the second Payment Date following the Effective Date or any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until each such Class C Coverage Test is satisfied if recalculated following such redemption.

(iii) Class D Notes

If the Class D Par Value Test is not met on any Determination Date on or after the Effective Date or if the Class D Interest Coverage Test is not met on the Determination Date immediately preceding the second Payment Date

following the Effective Date or any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until each such Class D Coverage Test is satisfied if recalculated following such redemption.

(iv) Class E Notes

If the Class E Par Value Test is not met on any Determination Date on or after the Effective Date, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until the Class E Par Value Test is satisfied if recalculated following such redemption.

(v) Class F Notes

If the Class F Par Value Test is not met on any Determination Date following the expiry of the Reinvestment Period, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until the Class F Par Value Test is satisfied if recalculated following such redemption.

(d) Special Redemption

Principal payments on the Notes shall be made in accordance with the Principal Proceeds Priority of Payments at the sole and absolute discretion of the Investment Manager (acting on behalf of the Issuer) if, at any time during the Reinvestment Period, the Investment Manager (acting on behalf of the Issuer) certifies to (upon which certification the Trustee may rely without enquiry or liability) the Trustee that using reasonable endeavours it has been unable, for a period of 20 consecutive Business Days, to identify additional Collateral Debt Obligations or Substitute Collateral Debt Obligations that are deemed appropriate by the Investment Manager (acting on behalf of the Issuer) in its discretion which meet the Eligibility Criteria or, to the extent applicable, the Reinvestment Criteria, in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Account that are to be invested in additional Collateral Debt Obligations or Substitute Collateral Debt Obligations (a "**Special Redemption**"). On the first Payment Date following the Due Period in which such certification is given (a "**Special Redemption Date**"), the funds in the Principal Account representing Principal Proceeds which, using reasonable endeavours, cannot be reinvested in additional Collateral Debt Obligations or Substitute Collateral Debt Obligations (the "**Special Redemption Amount**") will be applied in accordance with paragraph (P) of the Principal Proceeds Priority of Payments. Notice of payments pursuant to this Condition 7(d) (*Special Redemption*)

shall be given by the Issuer in accordance with Condition 16 (*Notices*) not less than three (3) Business Days prior to the applicable Special Redemption Date to each Noteholder and to each Rating Agency. For the avoidance of doubt, the exercise of a Special Redemption shall be at the sole and absolute discretion of the Investment Manager (acting on behalf of the Issuer) and the Investment Manager shall be under no obligation to, or have any responsibility to, any Noteholder or any other person for the exercise or non-exercise (as applicable) of such Special Redemption.

(e) Redemption upon Effective Date Rating Event

If as at the Determination Date prior to the Payment Date following the Effective Date an Effective Date Rating Event has occurred and is continuing, the Rated Notes shall be redeemed in accordance with the Note Payment Sequence on such Payment Date and thereafter on each Payment Date (to the extent required) out of Interest Proceeds and thereafter out of Principal Proceeds subject to the Priorities of Payment, in each case, until redeemed in full or, if earlier, until an Effective Date Rating Event is no longer continuing.

(f) Redemption Following Expiry of the Reinvestment Period

Following expiry of the Reinvestment Period, the Issuer shall, on each Payment Date occurring thereafter, apply Principal Proceeds transferred to the Payment Account immediately prior to the related Payment Date in redemption of the Notes at its applicable Redemption Prices in accordance with the Priorities of Payment.

(g) Redemption following Note Tax Event

If a Note Tax Event occurs, the Issuer shall, subject to and in accordance with the terms of the Trust Deed, use all reasonable efforts to change the territory in which it is resident for tax purposes to another jurisdiction which, at the time of such change, would not give rise to a Note Tax Event. Upon the earlier of:

(i) the date upon which the Issuer certifies (upon which certification the Trustee may rely without enquiry or liability) to the Trustee and the Noteholders that it is not able to effect such change of residence; and

(ii) the date which is 90 calendar days from the date upon which the Issuer first becomes aware of such Note Tax Event (*provided* that such 90 calendar day period shall be extended by a further 90 calendar days if during the former period the Issuer has notified (or procured the notification of) the Trustee and the Noteholders (in accordance with Condition 16 (*Notices*)) that, based on advice received by it, it expects that it shall have changed its place of residence by the end of the latter 90 calendar day period),

the Controlling Class or the Subordinated Noteholders, in each case acting by way of Ordinary Resolution, may elect that the Notes of each Class is redeemed, in whole but not in part, on any Payment Date thereafter, at their respective Redemption Prices in accordance with the Note Payment Sequence, in which case the Issuer shall so redeem the Notes on such terms, *provided* that such Note Tax Event would affect payment of principal or interest in respect of the Controlling Class or, as the case may be, the Subordinated Notes (in addition to any other Class of Notes) on such Payment Date; *provided further* that such redemption of the Notes, whether pursuant to the exercise of

such option by the Controlling Class or the Subordinated Noteholders, shall take place in accordance with the procedures set out in Condition 7(b) (*Optional Redemption*).

(h) Redemption

Unless otherwise specified in this Condition 7 (*Redemption and Purchase*), all Notes in respect of which any notice of redemption is given shall be redeemed on the Redemption Date at their applicable Redemption Prices and to the extent specified in such notice and in accordance with the requirements of this Condition 7 (*Redemption and Purchase*) and in accordance with the Priorities of Payment.

(i) Cancellation and Purchase

All Notes redeemed in full by the Issuer will be cancelled and may not be reissued or resold.

No Note may be surrendered (including in connection with any abandonment, donation, gift, contribution or other event or circumstance) except for replacement in connection with any Note mutilated, defaced or deemed lost or stolen.

Any Definitive Certificate representing any Note which has been transferred, exchanged, redeemed or cancelled shall be automatically cancelled.

(j) Notice of Redemption

The Issuer shall procure that notice of any redemption in accordance with this Condition 7 (*Redemption and Purchase*) (which notice shall be irrevocable) is given to the Trustee and Noteholders in accordance with Condition 16 (*Notices*) and promptly in writing to the Rating Agencies.

(k) Purchase

On any Payment Date, at the discretion of the Investment Manager acting on behalf of the Issuer and in accordance with and subject to the terms of the Investment Management and Collateral Administration Agreement the Issuer may, subject to the conditions below, purchase any of the Rated Notes (in whole or in part), using Principal Proceeds standing to the credit of the Principal Account or the Collateral Enhancement Account.

No purchase of Rated Notes by the Issuer may occur unless each of the following conditions is satisfied:

(i) such purchase of Rated Notes shall occur in the following sequential order of priority: *first*, the Class X Notes and the Class A Notes on a *pro-rata* basis, until the Class X Notes and the Class A Notes are redeemed or purchased in full and cancelled; *second*, the Class B Notes on a *pro-rata* basis, until the Class B Notes are redeemed or purchased in full and cancelled; *third*, the Class C Notes on a *pro-rata* basis, until the Class C Notes are redeemed or purchased in full and cancelled; *fourth*, the Class D Notes, until the Class D Notes are redeemed or purchased in full and cancelled; *fifth*, the Class E Notes, until the Class E Notes are redeemed or purchased in full and cancelled; and *sixth*, the Class F Notes, until the Class F Notes are redeemed or purchased in full and cancelled;

(ii) (A) each such purchase of Rated Notes of any Class shall be made pursuant to an offer made to all holders of the Rated Notes of such Class, by notice to such holders, which notice shall specify the purchase price (as a percentage of par) at which such purchase will be effected, the maximum amount of Principal Proceeds and Collateral Enhancement Amounts that will be used to effect such purchase and the length of the period during which such offer will be open for acceptance;

(B) each such holder of Rated Notes shall have the right, but not the obligation, to accept such offer in accordance with its terms; and

(C) if the aggregate Principal Amount Outstanding of 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 Notes of each accepting holder shall be purchased *pro-rata* based on the respective Principal Amount Outstanding held by each such holder subject to adjustment for Authorised Denominations if required;

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

(iv) each Coverage Test is satisfied immediately prior to each such purchase and will be satisfied after giving effect to such purchase or, if any Coverage Test is not satisfied it shall be at least maintained or improved after giving effect to such purchase when compared to such Coverage Test immediately prior thereto;

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

(vi) any Rated Notes to be purchased shall be cancelled and may not be reissued or resold;

(vii) each of S&P and Fitch are notified of each such purchase; and

(viii) each such purchase will otherwise be conducted in accordance with applicable law (including the laws of Ireland).

The Registrar shall cancel any such purchased Rated Notes and such cancellation (and/or decrease, as applicable) shall be taken into account for purposes of all relevant calculations.

(l) Mandatory Redemption of Class X Notes

The Class X Notes shall be subject to mandatory redemption in part on each Payment Date beginning on (and including) the second Payment Date immediately following the Issue Date, in each case in an amount equal to the relevant Class X Principal Amortisation Amount, in accordance with and subject to the Priorities of Payment.

8. Payments

(a) Method of Payment

Payments of interest on each Note and principal in respect of each Note will be made by wire transfer. Upon application of the holder to the specified office of the Principal Paying Agent not less than five (5) Business Days before the due date for any payment

in respect of a Note, the payment may be made by wire transfer, in immediately available funds, on the due date to a Euro account maintained by the payee with a bank in Western Europe.

(b) Payments

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives (including FATCA), but without prejudice to the provisions of Condition 9 (*Taxation*). No commission shall be charged to the Noteholders.

(c) Payments on Presentation Days

A holder shall be entitled to payment in connection with its Note only on a Presentation Date and shall not, except as provided in Condition 6 (*Interest*), be entitled to any further interest or other payment if a Presentation Date falls after the due date.

(d) Principal Paying Agent and Transfer Agents

The Issuer reserves the right at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of the Principal Paying Agent and any Transfer Agent and appoint additional or other Agents, *provided* that it will maintain a Principal Paying Agent, as approved in writing by the Trustee and shall procure that it shall at all times maintain a Custodian, Account Bank, Investment Manager and Collateral Administrator. Notice of any change in any Agent or their specified offices or in the Investment Manager or Collateral Administrator will promptly be given to the Noteholders by the Issuer in accordance with Condition 16 (*Notices*).

9. Taxation

All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Ireland or any other jurisdiction, or any political sub division or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. For the avoidance of doubt, the Issuer shall not be required to gross up any payments made to Noteholders of any Class and shall withhold or deduct from any such payments any amounts on account of such tax where so required by law (including FATCA) or any such relevant tax authority. Any withholding or deduction shall not constitute an Event of Default under Condition 10(a) (*Events of Default*).

Subject as provided below, if the Issuer certifies to the Trustee (upon which certification the Trustee may rely absolutely without enquiry or liability) that it has or will on the occasion of the next payment due in respect of the Notes of any Class become obliged by the laws of Ireland to withhold or account for tax so that it would be unable to make payment of the full amount that would otherwise be due because of the imposition of such tax, the Issuer (save as provided below) shall use all reasonable endeavours to arrange for the substitution of a company incorporated in another jurisdiction approved by the Trustee as the principal obligor under the Notes of such Class, or to change its tax residence to another jurisdiction approved by the Trustee, subject to receipt of Rating Agency Confirmation in relation to such change, *provided* that the Trustee's approval shall be subject to confirmation of tax counsel (at the cost of the Issuer) that such a substitution and/or change in tax residence would be effective in eliminating the imposition of such tax and in accordance with the Trust Deed.

Notwithstanding the above, if any taxes referred to in this Condition 9 (*Taxation*) arise:

(a) due to any present or former connection of any Noteholder (or between a fiduciary, settlor, beneficiary, member or shareholder of such Noteholder if such Noteholder is an estate, a trust, a partnership, or a corporation) with Ireland (including without limitation, such Noteholder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein) otherwise than by reason only of the holding of any Notes or receiving principal or interest in respect thereof;

(b) by reason of the failure by the relevant Noteholder to comply with any applicable procedures required to establish non residence or similar claim for exemption from such tax or to provide information concerning nationality, residency or connection with Ireland or other applicable tax authority;

(c) in connection with FATCA; or

(d) any combination of the preceding clauses (a) to (c) inclusive,

the requirement to substitute the Issuer as a principal obligor and/or change its residence for taxation purposes shall not apply.

10. Events of Default

(a) Events of Default

Any of the following events shall constitute an "**Event of Default**":

(i) Non-Payment of Interest

the Issuer fails to pay any interest in respect of (x) the Class X Notes, Class A Notes or the Class B Notes or (y) following the occurrence of a Frequency Switch Event, the Controlling Class, in each case when the same becomes due and payable (save, in each case, as the result of any deduction therefrom or the imposition of withholding thereon in the circumstances described in the Conditions and failure to pay such interest in such circumstances continues for a period of at least five (5) consecutive Business Days *provided* that, in the case of a failure to disburse due to an administrative error or omission, such failure continues for a period of at least ten (10) consecutive Business Days, save in each case as the result of any deduction therefrom or the imposition of withholding thereon as set forth in Condition 9 (*Taxation*);

(ii) Non-Payment of Principal

the Issuer fails to pay any principal when the same becomes due and payable on any Rated Notes on the Maturity Date or on any Redemption Date *provided* that, in the case of a failure to disburse due to an administrative error or omission, such failure continues for a period of at least ten (10) Business Days after the Investment Manager, the Collateral Administrator or such Paying Agent, as applicable, receives written notice of, or has actual knowledge of, such administrative error or omission and *provided further* that, neither the failure to (i) effect any Optional Redemption or redemption following a Note

Tax Event for which notice is withdrawn in accordance with the Conditions or, in the case of an Optional Redemption with respect to which a Refinancing fails nor (ii) pay any principal as the result of any deduction therefrom or the imposition of withholding thereon as set forth in Condition 9 (*Taxation*), will constitute an Event of Default;

(iii) Default under Priorities of Payment

the failure on any Payment Date to disburse amounts (other than (i) or (ii) above) available in the Payment Account in excess of €10,000 and payable in accordance with the Priorities of Payment and continuation of such failure for a period of ten (10) Business Days or, in the case of a failure to disburse due to an administrative error or omission, such failure continues for ten (10) Business Days after the Collateral Administrator or such Paying Agent, as applicable, receives written notice of, or has actual knowledge of, such administrative error or omission;

(iv) Collateral Debt Obligations

on any Measurement Date for so long as any of the Class A Notes is Outstanding, failure of the percentage equivalent of a fraction:

(A) the numerator of which is equal to

(1) the Aggregate Collateral Balance (excluding any Defaulted Obligations) plus

(2) the aggregate, for all Defaulted Obligations, of the Market Value in respect of each Defaulted Obligation on such date; and

(B) the denominator of which is equal to the Principal Amount Outstanding of the Class A Notes,

to equal or exceed 102.5 per cent;

(v) Breach of Other Obligations

except as otherwise provided in this definition of "**Event of Default**" a default in a material respect in the performance by, or breach of any material covenant of, the Issuer under the Trust Deed or these Conditions (*provided* that any failure to meet any Portfolio Profile Test, Collateral Quality Test or Coverage Test is not an Event of Default and any failure to satisfy the Effective Date Determination Requirements is not an Event of Default, except in each case to the extent provided in paragraph (iv) (*Collateral Debt Obligations*) above) or the failure of any material representation or warranty of the Issuer made in the Trust Deed or these Conditions or in any certificate or other writing delivered pursuant thereto or in connection therewith to be correct in each case in all respects when the same shall have been made, and the continuation of such default, breach or failure for a period of 30 calendar days after notice to the Issuer and the Investment Manager by hand, by registered or certified mail or courier, from the Trustee, the Issuer, or the Investment Manager, or to the Issuer, the Investment Manager and the Trustee from the Controlling Class

acting pursuant to an Ordinary Resolution, specifying such default, breach or failure and requiring it to be remedied and stating that such notice is a "Notice of Default" under the Trust Deed; *provided* that if the Issuer (as notified to the Trustee by the Investment Manager in writing) has commenced curing such default, breach or failure during the 30 calendar day period specified above, such default, breach or failure shall not constitute an Event of Default under this paragraph (v) (*Breach of Other Obligations*) unless it continues for a period of 45 calendar days (rather than, and not in addition to, such 30 calendar day period specified above) after notice thereof in accordance herewith. For the purposes of this paragraph (v) (*Breach of Other Obligations*), the materiality of such default, breach, covenant, representation or warranty shall be determined by the Trustee who shall make such determination by considering whether such default or breach is materially prejudicial to the interests of the Noteholders of any Class;

(vi) Insolvency Proceedings

proceedings are initiated against the Issuer under any applicable liquidation, insolvency, examinership, bankruptcy, composition, reorganisation or other similar laws (together, "**Insolvency Law**"), or a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator or other similar official (an "**Insolvency Official**") is appointed in relation to the Issuer or in relation to the whole or any substantial part of the undertaking or assets of the Issuer and in any of the foregoing cases, except in relation to the appointment of an Insolvency Official, is not discharged within 30 days; or the Issuer is subject to, or initiates or consents to judicial proceedings relating to itself under any applicable Insolvency Law, or seeks the appointment of an Insolvency Official, or makes a conveyance or assignment for the benefit of its creditors generally or otherwise becomes subject to any reorganisation or amalgamation (other than on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Controlling Class);

(vii) Illegality

it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Notes; or

(viii) Investment Company Act

the Issuer or any of the Collateral becomes required to register as an "Investment Company" under the Investment Company Act and such requirement continues for 45 calendar days.

(b) Acceleration

(i) If an Event of Default occurs and is continuing, the Trustee may, at its discretion, and shall, at the request of the Controlling Class acting by way of Ordinary Resolution, (subject, in each case, to being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith)

give notice to the Issuer and the Investment Manager that all the Notes are immediately due and repayable (such notice, an "**Acceleration Notice**").

(ii) Upon any such notice being given to the Issuer of the maturity of the Notes in accordance with Condition 10(b)(i) (*Acceleration*), all of the Notes shall immediately become due and repayable at their applicable Redemption Prices; *provided* that upon the occurrence of an Event of Default described in paragraph (vi) (*Insolvency Proceedings*) or (vii) (*Illegality*) above of the definition thereof, an Acceleration Notice shall be deemed to have been given and all of the Notes shall automatically become immediately due and repayable at their applicable Redemption Prices.

(c) Curing of Default

At any time after an Acceleration Notice (whether deemed or otherwise) has been given pursuant to Condition 10(b)(i) (*Acceleration*) following the occurrence of an Event of Default and prior to enforcement of the security pursuant to Condition 11 (*Enforcement*), the Trustee, subject to receipt of written consent from the Controlling Class, may and shall, if so requested by the Controlling Class, in each case, acting by Extraordinary Resolution, (and subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) rescind and annul such Acceleration Notice and its consequences if:

(i) the Issuer has paid or deposited with the Trustee (or to its order) a sum sufficient to pay:

(A) all overdue payments of interest and principal on the Notes, other than the Subordinated Notes;

(B) all due but unpaid taxes owing by the Issuer, as certified by an Authorised Officer of the Issuer to the Trustee;

(C) all unpaid Administrative Expenses and Trustee Fees and Expenses (in each case, without regard to the Senior Expenses Cap); and

(D) all amounts due and payable by the Issuer under any Hedge Transaction; and

(ii) the Trustee has determined that all Events of Default, other than the non-payment of the interest in respect of, or principal of, the Notes that have become due solely as a result of the acceleration thereof under Condition 10(b) (*Acceleration*) above due to such Events of Default, have been cured or waived.

All amounts received in respect of this Condition 10(c) (*Curing of Default*) shall be distributed two Business Days following receipt by the Issuer of such amounts, in accordance with the Post-Acceleration Priority of Payments.

Any previous rescission and annulment of an Acceleration Notice pursuant to this Condition 10(c) (*Curing of Default*) shall not prevent the subsequent acceleration of

the Notes if the Trustee, at its discretion or, as subsequently requested, accelerates the Notes in accordance with paragraph (b)(i) (*Acceleration*) above.

(d) Restriction on Acceleration of Notes

No acceleration of the Notes shall be permitted pursuant to this Condition 10 (*Events of Default*) by any Class of Noteholders, other than the Controlling Class as provided in Condition 10(b) (*Acceleration*).

(e) Notification and Confirmation of No Default

The Issuer shall immediately notify the Trustee, the Investment Manager and the Noteholders in accordance with Condition 16 (*Notices*) and the Rating Agencies upon becoming aware of the occurrence of an Event of Default. The Trust Deed contains provision for the Issuer to provide written confirmation to the Trustee and the Rating Agencies on an annual basis and upon request that no Event of Default has occurred and that no condition, event or act has occurred which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition would constitute an Event of Default and that no other matter which is required (pursuant thereto) to be brought to the Trustee's attention has occurred.

11. Enforcement

(a) Security Becoming Enforceable

Subject as provided in Condition 11(b) (*Enforcement*) below, the security constituted by the Trust Deed over the Collateral shall become enforceable upon an acceleration of the maturity of the Notes pursuant to Condition 10(b) (*Acceleration*).

(b) Enforcement

At any time after the Notes becomes due and repayable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion (but subject always to Condition 4(c) (*Limited Recourse and Non-Petition*)), and shall, if so directed by the Controlling Class acting by Ordinary Resolution (subject to being indemnified and/or secured and/or prefunded to its satisfaction), institute such proceedings or take any other action against the Issuer as it may think fit to enforce the terms of the Trust Deed and the Notes and pursuant and subject to the terms of the Trust Deed and the Notes, realise and/or otherwise liquidate or sell the Collateral in whole or in part and/or take such other action as may be permitted under applicable laws against any Obligor in respect of the Collateral and/or take any other action to enforce or realise the security over the Collateral in accordance with the Trust Deed (such actions together, "**Enforcement Actions**"), in each case without any liability as to the consequence of such action and without having regard (save to the extent provided in Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*)) to the effect of such action on individual Noteholders of any Class or any other Secured Party, *provided however* that:

(i) no such Enforcement Action may be taken by the Trustee unless:

(A) subject to being indemnified and/or secured and/or prefunded to its satisfaction, the Trustee (or an agent or Appointee on its behalf) (in consultation with the Investment Manager) determines that the

anticipated proceeds realised from such Enforcement Action (after deducting any expenses properly incurred in connection therewith) would be sufficient to discharge in full all amounts due and payable in respect of all Classes of Notes (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and all due and unpaid interest in respect of each Class of Rated Notes up to the anticipated date of redemption) other than the Subordinated Notes and all amounts payable in priority to the Subordinated Notes pursuant to the Post-Acceleration Priority of Payments (such amount the "**Enforcement Threshold**" and such determination being an "**Enforcement Threshold Determination**"); or

(B) if the Enforcement Threshold will not have been met then:

(1) in the case of an Event of Default specified in paragraph (i) (*Non-Payment of Interest*), (ii) (*Non-Payment of Principal*) or (iv) (*Collateral Debt Obligations*) of Condition 10(a) (*Events of Default*), the Controlling Class acting by way of Ordinary Resolution (and no other Class of Notes) directs the Trustee to take Enforcement Action without regard to any other Event of Default which has occurred prior to, contemporaneously or subsequent to such Event of Default; or

(2) in the case of any other Event of Default, the holders of each Class of Rated Notes voting separately by Class by way of Ordinary Resolution direct the Trustee to take Enforcement Action;

(ii) the Trustee shall not be bound to institute any Enforcement Action or take any other action unless it is directed to do so by the Controlling Class or, in the case of Condition 11(b)(i)(B)(2) (*Enforcement*), each Class of Rated Notes as applicable, acting by Ordinary Resolution and, in each case, the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith. Following redemption and payment in full of the Class X Notes, Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes the Trustee shall (provided it is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) act upon the directions of the Subordinated Noteholders acting by Extraordinary Resolution;

(iii) for the purposes of determining issues relating to the execution of a sale or liquidation of the Portfolio, the anticipated proceeds to be realised from any Enforcement Action and whether the Enforcement Threshold will be met, the Investment Manager may communicate to the Trustee bid prices obtained from recognised dealers (which the Trustee shall have no obligation to consider) and the Trustee may appoint an independent investment banking firm or other

appropriate advisor to advise it and may obtain and rely (without liability or enquiry) on an opinion and/or advice of such independent investment banking firm or other appropriate advisor (the cost of which shall be payable as Trustee Fees and Expenses) and, subject to the provisions of the Trust Deed shall be exempted from any liability arising directly or indirectly from any action taken or not taken by the Trustee in connection with such opinion and/or advice; and

(iv) the Trustee shall notify the Noteholders (in accordance with Condition 16 (*Notices*)), the Issuer, the Agents, the Investment Manager, any Hedge Counterparty, and, so long as any of the Notes rated by one or more Rating Agencies remains Outstanding, each such Rating Agency if it makes an Enforcement Threshold Determination at any time and (b) the Trustee shall notify the Noteholders (in accordance with Condition 16 (*Notices*)), the Issuer, the Investment Manager, the Agents, any Hedge Counterparty, and, so long as any of the Notes rated by one or more Rating Agency remains Outstanding, each such Rating Agency if it takes any Enforcement Action at any time. Following the delivery of an Acceleration Notice (deemed or otherwise) which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*) or pursuant to an Optional Redemption in whole in accordance with Condition 7(b) (*Optional Redemption*) or 7(f) (*Redemption following Note Tax Event*), Interest Proceeds, Principal Proceeds and the net proceeds of enforcement of the security over the Collateral (other than (i) any Counterparty Downgrade Collateral (in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Account*)) and (ii) any Swap Tax Credits, which in each case are required to be paid or returned to a Hedge Counterparty outside the Priorities of Payment) shall be credited to the Payment Account and shall be distributed in accordance with the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the "**Post-Acceleration Priority of Payments**"):

(A) to the payment of taxes owing by the Issuer accrued in respect of the related Due Period (other than Irish corporate income tax in relation to the amounts equal to the Issuer Profit Amount), as certified by an Authorised Officer of the Issuer to the Trustee, if any, (save for any VAT payable in respect of any Investment Management Fee or any tax payable in relation to any other amounts payable to any person in accordance with the following paragraphs which arise as a result of the payment of that amount to the relevant person); and to the payment of amounts equal to the Issuer Profit Amount, for deposit into the Issuer Irish Account;

(B) to the payment of accrued and unpaid Trustee Fees and Expenses up to an amount equal to the Senior Expenses Cap in respect of the related Due Period *provided* that (i) upon the occurrence of an Event of Default, the Senior Expenses Cap shall not apply to any Trustee Fees and Expenses incurred while such Event of Default is continuing, and (ii) upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*) the Senior Expenses Cap shall not apply unless and until such Acceleration Notice has been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*);

(C) to the payment of Administrative Expenses in relation to each item thereof including from any balance outstanding in the Expense Reserve Account, in the order of priority stated in the definition thereof, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period less any amounts paid pursuant to paragraph (B) above *provided* that (i) upon the occurrence of an Event of Default, the Senior Expenses Cap shall not apply to any Administrative Expenses incurred while such Event of Default is continuing and (ii) upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*) the Senior Expenses Cap shall not apply in respect of such Administrative Expenses, unless and until such Acceleration Notice has been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*);

(D) to the payment on a *pro-rata* basis, of any Scheduled Periodic Interest Rate Hedge Issuer Payments (to the extent not paid for out of the Interest Account), Scheduled Periodic Asset Swap Issuer Payments (to the extent not paid or provided for out of the relevant Asset Swap Account) and Hedge Termination Payments (other than Defaulted Hedge Termination Payments) (to the extent not paid out of the Hedge Termination Account);

(E) to the payment:

(1) *firstly*, on a *pro-rata* basis to the Investment Manager of the Senior Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant tax authority) save for any Deferred Senior Investment Management Amounts which shall not be paid pursuant to this paragraph; and

(2) *secondly*, to the Investment Manager, any previously due and unpaid Senior Investment Management Fees (other than Deferred Senior Investment Management Amounts) and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant tax authority);

(F) to the payment on a *pro-rata and pari passu* basis of all Interest Amounts due and payable on the Class X Notes and the Class A Notes;

(G) to the redemption on a *pro rata* and *pari passu* basis of the Class X Notes and the Class A Notes, until the Class X Notes and the Class A Notes have been redeemed in full;

(H) to the payment on a *pro-rata* basis of the Interest Amounts due and payable on the Class B Notes;

(I) to the redemption on a *pro-rata* basis of the Class B Notes, until the Class B Notes have been redeemed in full;

(J) to the payment on a *pro-rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class C Notes;

(K) to the payment on a *pro-rata* basis of any Deferred Interest on the Class C Notes;

(L) to the redemption on a *pro-rata* basis of the Class C Notes, until the Class C Notes have been redeemed in full;

(M) to the payment on a *pro-rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class D Notes;

(N) to the payment on a *pro-rata* basis of any Deferred Interest on the Class D Notes;

(O) to the redemption on a *pro-rata* basis of the Class D Notes, until the Class D Notes have been redeemed in full;

(P) to the payment on a *pro-rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class E Notes;

(Q) to the payment on a *pro-rata* basis of any Deferred Interest on the Class E Notes;

(R) to the redemption on a *pro-rata* basis of the Class E Notes, until the Class E Notes have been redeemed in full;

(S) to the payment on a *pro-rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class F Notes;

(T) to the payment on a *pro-rata* basis of any Deferred Interest on the Class F Notes;

(U) to the redemption on a *pro-rata* basis of the Class F Notes, until the Class F Notes have been redeemed in full;

(V) to the payment of Trustee Fees and Expenses not paid by reason of the Senior Expenses Cap (if any);

(W) to the payment of Administrative Expenses not paid by reason of the Senior Expenses Cap (if any), in relation to each item thereof in the order of priority stated in the definition thereof;

(X) to the payment:

(1) *firstly*, to the Investment Manager of the Subordinated Investment Management Fee due and payable on such Payment Date and any VAT in respect thereof (if payable to the Investment Manager or directly on the relevant tax authority);

(2) *secondly*, to the Investment Manager of any previously due and unpaid Subordinated Investment Management Fee (other than Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts) and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant tax authority);

(3) *thirdly*, to the Investment Manager in payment of any previously Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts and any VAT in respect thereof (whether payable to the Investment Manager or directly to the relevant tax authority); and

(4) *fourthly*, at the election of the Investment Manager (in its sole discretion), to the repayment of any outstanding Investment Manager Advances and any interest thereon;

(Y) to the payment on a *pro-rata* basis of any Defaulted Hedge Termination Payments due to any Hedge Counterparty not paid in accordance with paragraph (D) above;

(Z) (1) *firstly*, if the Incentive Investment Management Fee IRR Threshold has not been reached, any remaining Interest Proceeds and Principal Proceeds to the payment on the Subordinated Notes on a *pro-rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Investment Management Fee IRR Threshold is reached; and

(2) *secondly*, if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date including pursuant to paragraph (1) above, paragraph (DD) of the Interest Proceeds Priority of Payments and paragraph (U) of the Principal Proceeds Priority of Payments the Incentive Investment Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) 20.0 per cent. of any remaining Interest Proceeds and Principal Proceeds, to the payment to the Investment Manager as the Incentive Investment Management Fee and any VAT thereon whether payable to the Investment Manager or directly to the relevant tax authority; and

(b) either:

(i) on a Redemption Date pursuant to an Optional Redemption in whole in accordance with Condition 7(b) (*Optional Redemption*), any remaining Interest Proceeds and Principal Proceeds after the payment of the Incentive Investment Management Fee pursuant to (a) above, to the payment of interest on the Subordinated Notes on a *pro-rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption); or

(ii) otherwise, any remaining Interest Proceeds and Principal Proceeds after the payment of the Incentive Investment Management Fee pursuant to (a) above, to the payment of principal on the Subordinated Notes on a *pro-rata* basis and thereafter to the payment of interest on the Subordinated Notes on a *pro-rata* basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

Where the payment of any amount in accordance with the Priorities of Payment set out above is subject to any deduction or withholding for or on account of any tax or any other tax is payable to a relevant taxing authority by or on behalf of the Issuer in respect of any such amount, payment of the amount so deducted or withheld or of the tax so due shall be made to the relevant taxing authority *pari passu* with and, so far as possible, at the same time as the payment of the amount in respect of which the relevant deduction or withholding or other liability to tax has arisen. If the Issuer must account to the recipient of any payment for any amounts in respect of VAT or to any other person in respect of any Tax attributable to any of the items referred to in the Priorities of Payment set out above, then such amounts in respect of such Tax shall be paid pro rata and pari passu with such items.

(c) Only Trustee to Act

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Noteholders or, in respect of the Collateral, of any of the other Secured Parties under the Trust Deed and the Notes and no Noteholder or other Secured Party may proceed directly against the Issuer or any of its assets unless the Trustee, having

become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so within a reasonable period after having received notice of such failure and such failure or neglect continues for at least 30 calendar days following receipt of such notice by the Trustee. Any proceeds received by a Noteholder or other Secured Party pursuant to any such proceedings brought by a Noteholder or other Secured Party shall be paid promptly following receipt thereof to the Trustee for application pursuant to the terms hereof. After realisation of the security which has become enforceable and distribution of the net proceeds in accordance with the Priorities of Payment, no Noteholder or other Secured Party may take any further steps against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to such Secured Party and all claims against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to such Secured Party and all claims against the Issuer in respect of such sums unpaid shall be extinguished. In particular, none of the Trustee, any Noteholder or any other Secured Party shall be entitled in respect thereof to petition or take any other step for the liquidation or winding up of the Issuer except to the extent permitted under the Trust Deed.

(d) Purchase of Collateral by Noteholders or Investment Manager

Upon any sale of any part of the Collateral following the security over the Collateral becoming enforceable following acceleration of the Notes under Condition 10(b) (*Acceleration*), whether made under the power of sale under the Trust Deed or by virtue of judicial proceedings, any Noteholder, the Investment Manager or any Investment Manager Related Person may (but shall not be obliged to) bid for and purchase the Collateral or any part thereof and, upon compliance with the terms of sale, may hold, retain, possess or dispose of such property in its or their own absolute right without accountability. In addition, any purchaser in any such sale which is a Noteholder may deliver Notes held by it to the Issuer in place of payment of the purchase price for such Collateral where the amount payable to such Noteholder in respect of such Notes pursuant to the Priorities of Payment is equal to or exceeds the purchase moneys so payable.

12. Prescription

Claims in respect of principal and interest payable on redemption in full of the relevant Notes will become void unless presentation for payment is made as required by Condition 7 (*Redemption and Purchase*) within a period of five years, in the case of interest, and ten years, in the case of principal, from the date on which payment is respect of such Notes is received by the Principal Paying Agent.

13. Replacement of Certificates

If any Certificate is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Transfer Agent, subject in each case to all applicable laws and Euronext Dublin requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as to evidence, security, indemnity and otherwise as the Issuer may require (*provided* that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Certificates must be surrendered before replacements will be issued.

14. Meetings of Noteholders, Modification, Waiver and Substitution

(a) Provisions in Trust Deed

The Trust Deed contains provisions for convening meetings of the Noteholders of each Class (and for passing Written Resolutions) to consider matters affecting the interests of the Noteholders including, without limitation, modifying or waiving the provisions of these Conditions and the other Transaction Documents and the substitution of the Issuer in certain circumstances. The provisions in this Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) are descriptive of the detailed provisions of the Trust Deed.

(b) Decisions and Meetings of Noteholders

(i) General

Decisions may be taken by Noteholders by way of Ordinary Resolution, Extraordinary Resolution or by Written Resolution, in each case, either acting together (subject to Condition 14(b)(x) (*Resolutions affecting other Classes*) below) or, to the extent specified in any applicable Transaction Document (including the Trust Deed and these Conditions), as a Class of Noteholders acting independently. Ordinary Resolutions and Extraordinary Resolutions can be effected either at a duly convened meeting of the applicable Noteholders or by the applicable Noteholders resolving in writing, in each case, in at least the minimum percentages specified in the table "Minimum Percentage Voting Requirements" in Condition 14(b)(iv) (*Minimum Voting Rights*) below. Meetings of the Noteholders may be convened by the Issuer, the Trustee or by one or more Noteholders holding not less than 10.0 per cent. in principal amount of the Notes Outstanding of a particular Class, subject to certain conditions including minimum notice periods.

The Trustee may, in its discretion, determine that any proposed Ordinary Resolution or Extraordinary Resolution affects the holders of only one or more Classes of Notes, in which event the required quorum and minimum percentage voting requirements of such Ordinary Resolution or Extraordinary Resolution may be determined by reference only to the holders of that Class or Classes of Notes and not the holders of any other Notes as set forth in the tables below.

Notice of any Resolution passed by the Noteholders will be given by the Issuer to Fitch and S&P in writing.

(ii) Quorum

The quorum required for any meeting convened to consider an Ordinary Resolution or Extraordinary Resolution, in each case, of all the Noteholders or of any Class or Classes of Noteholders, or at any adjourned meeting to consider such a Resolution, shall be as set out in the relevant column and row corresponding to the type of resolution in the table "Quorum Requirements" below.

Quorum Requirements

Type of Resolution	Any meeting other than a meeting adjourned for want of quorum	Meeting previously adjourned for want of quorum
Extraordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 66⅔ per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25.0 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)
Ordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 50.0 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25.0 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)

The Trust Deed does not contain any provision for higher quorums in any circumstances.

(iii) Class X Notes

The Class X Notes shall have no voting rights in respect of, and shall not be counted for the purposes of determining a quorum and the result of voting on any IM Removal Resolutions or any IM Replacement Resolutions (but shall carry a right to vote and be so counted on all other matters in respect of which Noteholders have a right to vote and be counted). Notwithstanding the foregoing, in connection with any Ordinary Resolution, Extraordinary Resolution, Written Resolution or Electronic Resolution, no Class X Noteholders shall constitute or form part of the Controlling Class.

(iv) Minimum Voting Rights

Set out in the table Minimum Percentage Voting Requirements below are the minimum percentages required to pass the Resolutions specified in such table which:

(A) if such Resolution is being considered at a duly convened meeting of Noteholders, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding of Notes held or represented by any person or persons who vote in favour of such Resolution represents of the aggregate Principal Amount Outstanding of all applicable Notes which is represented at such meeting and are voted; or

(B) in the case of any Written Resolution or Electronic Resolution, shall be determined by reference to the percentage which the aggregate

Principal Amount Outstanding of Notes entitled to be voted in respect of such Resolution and which are voted in favour thereof represent of the aggregate Principal Amount Outstanding of all the Notes entitled to vote in respect of such Written Resolution or Electronic Resolution.

Minimum Percentage Voting Requirements

Type of Resolution	Per cent.
Extraordinary Resolution of all Noteholders (or of a certain Class or Classes only)	At least 66⅔ per cent.
Ordinary Resolution of all Noteholders (or of a certain Class or Classes only)	More than 50.0 per cent.

(v) Written Resolutions

Any Written Resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the relevant Noteholders and the date of such Written Resolution shall be the date on which the latest such document is signed. Any Extraordinary Resolution or Ordinary Resolution may be passed by way of a Written Resolution.

(vi) Electronic Resolutions

Any Extraordinary Resolution or Ordinary Resolution may be passed by way of consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the relevant number of required Noteholders for such Extraordinary Resolution or Ordinary Resolution (as applicable) (an "**Electronic Resolution**").

(vii) All Resolutions Binding

Subject to Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*) and in accordance with the Trust Deed, any Resolution of the Noteholders (including any resolution of a specified Class or Classes of Noteholders, where the resolution of one or more other Classes is not required) duly passed shall be binding on all Noteholders (regardless of Class and regardless of whether or not a Noteholder was present at the meeting at which such Resolution was passed).

(viii) Extraordinary Resolution

Any Resolution to sanction any of the following items will be required to be passed by an Extraordinary Resolution (in each case, subject to anything else specified in the Trust Deed, the Investment Management and Collateral Administration Agreement or the relevant Transaction Document, as applicable, *provided* that, without limitation, (i) any modifications as may be contemplated or required to facilitate an Optional Redemption in part by way of a Refinancing together with the issuance of the relevant Refinancing Obligations and/or any other modifications or amendments made contemporaneously with an Optional Redemption in part by way of a Refinancing together with the issuance of the relevant Refinancing Obligations

which would require the consent of the Subordinated Noteholders may be passed by an Ordinary Resolution of the Subordinated Noteholders and (ii) any modifications as may be contemplated or required to facilitate an Optional Redemption in whole by way of a Refinancing together with the issuance of the relevant Refinancing Obligations and/or any other modifications or amendments made contemporaneously with an Optional Redemption in whole by way of a Refinancing together with the issuance of the relevant Refinancing Obligations may, in each case, be passed by an Ordinary Resolution of the Subordinated Noteholders):

(A) the exchange or substitution for the Notes of a Class, or the conversion of the Notes of a Class into, shares, bonds or other obligations or securities of the Issuer or any other entity and/or cash other than a Refinancing;

(B) the modification of any provision relating to the timing and/or circumstances of the payment of interest or redemption of the Notes of a Class at maturity or otherwise (including the circumstances in which the maturity of such Notes may be accelerated) other than a Refinancing or in accordance with Condition 14(c)(xxxi) (*Modification and Waiver*) below;

(C) the modification of any of the provisions of the Trust Deed or the Conditions which would directly and adversely affect the calculation of the amount of any payment of interest or principal on any Notes other than a Refinancing or in accordance with Condition 14(c)(xxxi) (*Modification and Waiver*) below;

(D) the adjustment of the outstanding principal amount of the Notes Outstanding of the relevant Class other than in connection with a further issue of Notes pursuant to Condition 17 (*Additional Issuances*);

(E) a change in the currency of payment of the Notes of a Class;

(F) any change in the Priorities of Payment or of any payment items in the Priorities of Payment (other than in accordance with Condition 14(c)xxxi (*Modification and Waiver*) below;

(G) the modification of the provisions concerning the quorum required at any meeting of Noteholders or the minimum percentage required to pass a Resolution or any other provision of the Trust Deed or these Conditions which requires the written consent of the holders of a requisite principal amount of the Notes of any Class Outstanding;

(H) any modification of any Transaction Document having a material adverse effect on the security over the Collateral constituted by the Trust Deed;

(I) any item requiring approval by Extraordinary Resolution pursuant to these Conditions or any Transaction Document;

(J) any modification of schedule 5 to the Trust Deed (*Provisions of Meetings of Debt Holders of each Class*); and

(K) any modification of this Condition 14(b) (*Decisions and Meetings of Noteholders*).

(ix) Ordinary Resolution

The Noteholders shall, in each case, subject to anything else specified in these Conditions, the Trust Deed and any other applicable Transaction Document, have power by Ordinary Resolution to approve any other matter relating to the Notes not referred to in Condition 14(b)(viii) (*Extraordinary Resolution*) above.

(x) Resolutions affecting other Classes

If and for so long as any Notes of more than one Class are Outstanding, in relation to any meeting of Noteholders:

(A) subject to paragraphs (C) and (D) below, a Resolution which in the opinion of the Trustee affects only the Notes of a Class or Classes (such Class or Classes, the "**Affected Class(es)**"), but not another Class or Classes, as the case may be, shall be duly passed if passed at a meeting or meetings of the holders of the Notes of each Affected Class and such Resolution shall be binding on all the Noteholders, including the Noteholders which are not an Affected Class;

(B) subject to paragraphs (C) and (D) below, a Resolution which in the opinion of the Trustee affects the Notes of each Class shall be duly passed if passed at meetings of the Noteholders of each Class;

(C) a Resolution passed by the Controlling Class to exercise any rights granted to them pursuant to the Conditions or any Transaction Document shall be duly passed if passed at a meeting of the Controlling Class and such resolution shall be binding on all the Noteholders; and

(D) a Resolution passed by the Subordinated Noteholders (or any of them) to exercise the rights granted to them pursuant to the Conditions or any Transaction Document shall be duly passed if passed at a meeting of such Subordinated Noteholders and such Resolution shall be binding on all of the Noteholders,

provided, in each case, any Resolution may also be passed by way of a Written Resolution or an Electronic Resolution.

(c) Modification and Waiver

Without the consent of the Noteholders, the Issuer may amend, modify, supplement and/or waive the relevant provisions of the Trust Deed and/or the Investment Management and Collateral Administration Agreement and/or any other Transaction Document (subject to the consent of the other parties thereto) (as applicable), and the Trustee shall consent to such amendment, supplement, modification or waiver subject as provided below, (other than in the case of an amendment, modification, supplement or waiver pursuant to paragraphs (xi) and (xii) below, in certain circumstances, which shall be subject to the prior written consent of the Trustee, paragraphs (vi), (xiv), (xviii)

(xxvi) and (xxx) below which shall be subject to the receipt of Rating Agency Confirmation and paragraphs (xxvi), (xxvii) and (xxx) below, which shall be subject to the consent of the certain Noteholders as specified therein, in each case in accordance with the relevant paragraph), for any of the following purposes (and for the avoidance of doubt, save as expressly provided below, the Trustee, without enquiry, shall, subject as provided herein, consent to an amendment, supplement, modification or waiver referenced in any one of paragraphs (i) to (xxxi) below, notwithstanding that the proposed amendment, supplement, modification or waiver could be held to fall within the scope of any other paragraph which has differing requirements):

(i) to add to the covenants of the Issuer for the benefit of the Noteholders or to surrender any right or power in the Trust Deed or the Investment Management and Collateral Administration Agreement (as applicable) conferred upon the Issuer for the benefit of the Noteholders;

(ii) to charge, convey, transfer, assign, mortgage or pledge any property to or with the Trustee;

(iii) to correct or amplify the description of any property at any time subject to the security of the Trust Deed, or to better assure, convey and confirm unto the Trustee any property subject or required to be subject to the security of the Trust Deed (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations) or subject to the security of the Trust Deed any additional property;

(iv) to evidence and provide for the acceptance of appointment under the Trust Deed by a successor Trustee subject to and in accordance with the terms of the Trust Deed and to add to or change any of the provisions of the Trust Deed as shall be necessary to facilitate the administration of the trusts under the Trust Deed by more than one Trustee, pursuant to the requirements of the relevant provisions of the Trust Deed;

(v) to make such changes as shall be necessary or advisable in order for the Notes of each Class to be (or to remain) listed on the Global Exchange Market of Euronext Dublin or any other exchange;

(vi) to amend, modify, enter into, accommodate the execution or facilitate the transfer by the relevant Hedge Counterparty of any Hedge Agreement upon terms satisfactory to the Investment Manager and subject to receipt of Rating Agency Confirmation;

(vii) save as contemplated in Condition 14(d) (*Substitution*) below, to take any action advisable to prevent the Issuer from becoming subject to withholding or other taxes, fees or assessments;

(viii) to take any action advisable to prevent the Issuer from being treated as resident in (i) the UK for UK tax purposes, as trading in the UK for UK tax purposes or as subject to VAT in respect of any Investment Management Fees or (ii) France for French tax purposes, as having a permanent establishment, branch or agency therein or as subject to French VAT in respect of any Investment Management Fees;

(ix) to take any action advisable 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 being subject to U.S. federal, state or local income tax on a net basis;

(x) to enter into any additional agreements not expressly prohibited by the Trust Deed or the Investment Management and Collateral Administration Agreement (as applicable), *provided* that any such additional agreements include customary limited recourse and non-petition provisions and *provided further* that the Trustee determines that entry into such additional agreements would not be materially prejudicial to the interests of the Noteholders of any Class;

(xi) to make any other modification of any of the provisions of the Trust Deed, the Investment Management and Collateral Administration Agreement or any other Transaction Document which, in the opinion of the Trustee, is of a formal, minor or technical nature or is made to correct a manifest error;

(xii) to make any other modification (save as otherwise provided in the Trust Deed, the Investment Management and Collateral Administration Agreement or the relevant Transaction Document), and/or give any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or any other Transaction Document which in the opinion of the Trustee is not materially prejudicial to the interests of the Noteholders of any Class;

(xiii) to make any amendments to the Trust Deed or any other Transaction Document to enable the Issuer to comply with FATCA or the CRS (or any similar regime for the reporting and automatic exchange of information);

(xiv) to modify or amend any components of:

(A) the S&P CDO Monitor BDR, the S&P CDO Monitor SDR or the S&P CDO Monitor Adjusted BDR (including any input, coefficient or formula provided by S&P for the calculation thereof); or

(B) the Fitch Test Matrices, the Fitch Recovery Rates or the Fitch Rating Factors,

in each case, subject to receipt by the Trustee of Rating Agency Confirmation from S&P or Fitch, as applicable (which may be provided by way of email from the relevant Rating Agency) (upon which certification and confirmation the Trustee shall be entitled to rely absolutely and without enquiry or liability);

(xv) to make any changes necessary to permit or reflect any additional issuances of Notes in accordance with Condition 17 (*Additional Issuances*) or to issue replacement notes in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*);

(xvi) to evidence any waiver or modification by any Rating Agency in its rating methodology or as to any requirement or condition, as applicable, of such Rating Agency set forth in the Transaction Documents;

(xvii) to modify the Transaction Documents in order to comply with Rule 17g-5;

(xviii) to modify the terms of the Transaction Documents in order that they may be consistent with the requirements of the Rating Agencies, including to address any change in the rating methodology employed by either Rating Agency, in a manner that an officer of the Investment Manager certifies to the Trustee would not materially prejudice the interests of the Noteholders of the Notes of any Class, subject to receipt of Rating Agency Confirmation in respect of the Rated Notes from each Rating Agency then rating the Rated Notes (upon which certification and confirmation the Trustee shall be entitled to rely absolutely and without further enquiry or liability);

(xix) to modify the Transaction Documents (other than any Hedge Agreement) in order to comply with EMIR, the Securitisation Regulations or any other applicable regulatory requirements;

(xx) to modify the Transaction Documents in order to comply with changes in the requirements of AIFMD and/or UK AIFMR or which result from the implementation of the implementing technical standards relating thereto or any subsequent legislation or official guidance relating to AIFMs;

(xxi) to make such changes as shall be necessary to facilitate the Issuer to effect a Refinancing in part in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*);

(xxii) to make any other modification of any of the provisions of the Trust Deed, the Investment Management and Collateral Administration Agreement or any other Transaction Document to comply with changes in the Securitisation Regulations which result from the implementation of the implementing technical standards relating thereto or any subsequent risk retention legislation or official guidance;

(xxiii) to make any other modifications of any provisions of the Trust Deed, the Investment Management and Collateral Administration Agreement or the Transaction Documents to comply with the requirements of the CRA Regulations as regards structured finance instruments or which result from the implementation of the technical standards relating thereto;

(xxiv) to amend, modify or supplement any Hedge Agreement in order to (i) comply with EMIR and/or the Dodd-Frank Act, including any implementing regulation, technical standards and guidance related thereto, subject to the extent that it would constitute a Form Approved Asset Swap or a Form Approved Interest Rate Hedge (as applicable) following such modification or (ii) (A) to facilitate the transfer of any Hedge Agreement to a replacement counterparty or the roles of any Agent to a replacement agent, in each case in circumstances where such Hedge Counterparty or Agent does not satisfy the applicable Rating Requirement and subject to such replacement counterparty or agent (as applicable) satisfying the applicable requirements in the Transaction Documents or (B) to the extent necessary to allow the Issuer or the relevant Hedge Counterparty to comply with any enactment, promulgation, execution or ratification of, or any change in or amendment to, any law or regulation (or in the application or official interpretation of any law or regulation) that occurs after the parties enter into the Hedge Agreement;

(xxv) to make any change necessary to prevent the Issuer from becoming an investment company or being required to register as an investment company under the Investment Company Act;

(xxvi) subject to the consent of the Controlling Class acting by Ordinary Resolution and Rating Agency Confirmation, to make any modifications to the Collateral Quality Tests (other than to extend the Original WAL Reference Dates (as defined in Condition 14(c)(xxx) below), Portfolio Profile Tests, Reinvestment Criteria or Eligibility Criteria and all related definitions (including in order to reflect changes in the methodology applied by the Rating Agencies);

(xxvii) to make any modification or amendment determined by the Issuer, as advised by the Investment Manager (in consultation with legal counsel experienced in such matters), as necessary or advisable for any Class of Rated Notes to not be considered an "ownership interest" as defined for purposes of section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder, *provided* that: (a) the Controlling Class acting by Ordinary Resolution consents in writing thereto; and (b) such modification or amendment would not, in the opinion of the Issuer, be materially prejudicial to the interests of the Noteholders of any Class;

(xxviii) to conform the provisions of the Trust Deed or any other Transaction Document or other document delivered in connection with the Notes to the Offering Circular;

(xxix) to make any other modifications to the Transaction Documents to enable the Issuer to comply with the FTT or any other financial transactions tax that it is or becomes subject to, provided that any such modification would not, in the opinion of the Issuer (acting reasonably), be materially prejudicial to the interests of the Noteholders of any Class;

(xxx) to extend the dates originally specified in the definition of "Weighted Average Life Test" (the "**Original WAL Reference Dates**") to dates that fall:

(A) 12 months or less from the Original WAL Reference Dates, with the consent of the Controlling Class (acting by way of Ordinary Resolution) and Rating Agency Confirmation; or

(B) more than 12 months from the Original WAL Reference Dates, with the consent of each Class of Rated Notes (acting by way of Ordinary Resolution) and Rating Agency Confirmation; and

(xxxi) to enter into one or more supplemental trust deeds or any other modification, authorisation or waiver of the provisions of the Transaction Documents to permit the use of an Alternative Base Rate for the purpose of:

(A) changing the reference rate in respect of the Floating Rate Notes from EURIBOR;

(B) replacing references to "LIBOR", "EURIBOR", "London Interbank Offered Rate" and "Euro Interbank Offered Rate" (or similar terms) with the Alternative Base Rate when used with respect to a Floating Rate Collateral Debt Obligation (and, in respect of paragraph (E) of

Condition 6(e)(i) (*Floating Rate of Interest*), maintaining, for the avoidance of doubt, the deeming of any reference to any such rate in replacement of the reference to EURIBOR to also be zero for determining the floating rate of interest if such rate in respect of a Class of Floating Rate Notes would also yield a rate of zero);

(C) amending provisions which reference an index that has an equivalent frequency and setting date to the index applicable to a Floating Rate Collateral Debt Obligation to the extent that no such equivalent is available; and

(D) making such other amendments as are necessary or advisable in the reasonable judgment of the Investment Manager to facilitate the foregoing changes,

provided that:

(1) such amendments and modifications are being undertaken due to (x) a material disruption to LIBOR, EURIBOR or another applicable or related index or benchmark, (y) a change in the methodology of calculating LIBOR, EURIBOR or another applicable or related index or benchmark or (z) LIBOR, EURIBOR or another applicable or related index or benchmark ceasing to exist (or the reasonable expectation of the Investment Manager that any of the events specified in paragraphs (x), (y) or (z) will occur); and

(2) the Alternative Base Rate shall apply to each Class of Floating Rate Notes.

"**Alternative Base Rate**" means the greater of (x) zero and (y) the sum of:

(1) the Reference Rate Modifier; and

(2) either (at the reasonable discretion of the Investment Manager):

(i) any rate (and, if applicable, the methodology for calculating such rate) formally proposed, recommended or recognised as an industry standard rate (whether by letter, protocol, publication of standard terms or otherwise) by, in each case, the most applicable of the Loan Markets Association, the Association for Financial Markets in Europe, or the Loan Syndications & Trading Association (or, in each case, any successor organization thereto) as a replacement reference rate for the calculation of the relevant reference rate (or the most appropriate such rate for the context in the Investment Manager's reasonable judgement in the event that multiple valid

replacement rates are proposed, recommended or recognised);

(ii) if at least 50.0 per cent. of the Floating Rate Collateral Debt Obligations (by principal balance) in the Portfolio pay interest based on a base rate other than EURIBOR, then the base rate applicable to the greatest percentage of such Floating Rate Collateral Debt Obligations;

(iii) the most common reference rate, other than EURIBOR, used to determine the floating rate of interest on securities issued by collateralised loan obligations whose collateral consists primarily of broadly syndicated Secured Senior Loans denominated in Euro within the prior six months (the determination of which may be based, in the Investment Manager's reasonable judgement, on information provided by any of the Rating Agencies, the Initial Purchaser, or other, similarly situated, nationally recognised firms); or

(iv) any other rate consented to by the Controlling Class and the Subordinated Noteholders (in each case, acting by Ordinary Resolution); *provided that*, if the Issuer requests consent for an Alternative Base Rate from the Controlling Class, any Noteholder of the Controlling Class who does not object to such request within 15 Business Days shall be deemed to have consented to such Alternative Base Rate.

"**Reference Rate Modifier**" means any modifier recognised or acknowledged by the Loan Market Association, the Association for Financial Markets in Europe or the Loan Syndication & Trading Association (or, in each case, any successor organisation thereto) that is applied to a reference rate in order to cause such rate to be comparable to 3-month EURIBOR or, following the occurrence of a Frequency Switch Event, 6-month EURIBOR, which may consist of an addition to or subtractions from such unadjusted rate.

Any such modification, authorisation or waiver shall be binding on the Noteholders and shall be notified by the Issuer as soon as reasonably practicable following the execution of any trust deed supplemental to the Trust Deed or any other modification, authorisation or waiver pursuant to this Condition 14(c) (*Modification and Waiver*) to:

(i) so long as any of the Notes rated by one or more Rating Agencies remains Outstanding, each such Rating Agency; and

(ii) the Noteholders in accordance with Condition 16 (*Notices*).

Subject to its compliance with applicable law, the Issuer agrees that it shall notify the Hedge Counterparty of any amendment made to any Transaction Document as soon as reasonably practicable after any such amendment is made.

Notwithstanding anything to the contrary herein and in the Trust Deed, the Issuer shall not agree to amend, modify or supplement any provisions of the Transaction Documents if such change shall have a material adverse effect (as reasonably determined by the Hedge Counterparty) on the rights or obligations of a Hedge Counterparty without such Hedge Counterparty's prior written consent.

To the extent required pursuant to a Hedge Agreement, the Issuer shall notify each Hedge Counterparty of any proposed amendment to any provisions of the Transaction Documents and seek the prior consent of such Hedge Counterparty(ies) in respect thereof, in each case to the extent required in accordance with and subject to the terms of the relevant Hedge Agreement. For the avoidance of doubt, such notice shall only be given and such consent shall only be sought to the extent required above or in accordance with and subject to the terms of the relevant Hedge Agreement. If a Hedge Agreement allows a certain period for the relevant Hedge Counterparty to consider and respond to such a consent request, during such period and pending a response from the relevant Hedge Counterparty, the Issuer shall not make any such proposed amendment.

For the avoidance of doubt, the Trustee shall, without the consent or sanction of any of the Noteholders or any other Secured Party, concur with the Issuer, in making any modification, amendment, waiver or supplement pursuant to the paragraphs above (other than a modification, waiver or supplement pursuant to paragraphs (xi) and (xii) above) to the Transaction Documents, which the Issuer certifies to the Trustee is required (upon which certification the Trustee is entitled to rely without enquiry and without liability), *provided* that the Trustee shall not be obliged to agree to any modification, waiver or supplement which, in the opinion of the Trustee, would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the rights, powers, authorisations, indemnities and protections, of the Trustee in respect of the Transaction Documents.

In the case of a modification, amendment, waiver or supplement pursuant to paragraphs (xi) and (xii) above, under no circumstances shall the Trustee be required to give such consent on less than 21 days' notice and the Trustee shall be entitled to obtain legal, financial or other expert advice, at the expense of the Issuer, and rely on such advice in connection with giving such consent as it sees fit.

(d) Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require (without the consent of the Noteholders of any Class, to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes of each Class, if required for taxation purposes, *provided* that such substitution would not, in the opinion of the Trustee, be materially prejudicial to the interests of the Noteholders of any Class. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, but subject to receipt of Rating Agency Confirmation (subject to receipt of such information and/or opinions as the Rating Agency may require), to a change of the law governing the Notes and the Trust Deed, *provided* that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders of any Class. Any substitution agreed by the Trustee pursuant to this Condition 14(d) (*Substitution*) shall be binding on the Noteholders, and shall be notified by the Issuer to the Noteholders as soon as practicable in accordance with Condition 16 (*Notices*).

The Trustee may, subject to the satisfaction of certain conditions specified in the Trust Deed, including receipt of Rating Agency Confirmation, agree to a change in the place of residence of the Issuer for taxation purposes without the consent of the Noteholders of any Class, provided the Issuer does all such things as the Trustee may reasonably require in order that such change in the place of residence of the Issuer for taxation purposes is fully effective and complies with such other requirements which are in the interests of the Noteholders as it may reasonably direct.

The Issuer shall procure that, so long as the Notes are listed on the Global Exchange Market of Euronext Dublin any material amendments or modifications to the Conditions, the Trust Deed or such other conditions made pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) shall be notified to Euronext Dublin.

(e) Entitlement of the Trustee and Conflicts of Interest

In connection with the exercise of its trusts, powers, duties and discretions (including but not limited to those referred to in this Condition 14(e) (*Entitlement of the Trustee and Conflicts of Interest*)), the Trustee shall have regard to the interests of each Class of Noteholders as a Class and shall not have regard to the consequences of such exercise for individual Noteholders of such Class and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 9 (*Taxation*).

The Trust Deed provides that if there is any conflict of interest between or among the holders of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, the interests of the holders of the Controlling Class will prevail. If the holders of the Controlling Class do not have an interest in the outcome of the conflict, the Trustee shall give priority to the interests of:

(i) Class X Noteholders over the Class B Noteholders over the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders;

(ii) the Class B Noteholders over the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders;

(iii) the Class C Noteholders over the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders;

(iv) the Class D Noteholders over the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders;

(v) the Class E Noteholders over the Class F Noteholders and the Subordinated Noteholders; and

(vi) the Class F Noteholders over the Subordinated Noteholders.

If the Trustee receives conflicting or inconsistent requests from two or more groups of holders of a Class, given priority as described in this paragraph, each representing less than the majority by principal amount of such Class, the Trustee shall give priority to the group which holds the greater aggregate principal amount of Notes Outstanding of such Class. The Trust Deed provides further that, except as provided otherwise in any applicable Transaction Document or the Conditions, the Trustee will act upon the directions of the holders of the Controlling Class acting by Ordinary Resolution (or other Class given priority as described in this paragraph) in such circumstances subject to being indemnified and/or secured and/or prefunded to its satisfaction, and shall not be obliged to consider the interests of and is exempted from any liability to the holders of any other Class of Notes.

In addition, the Trust Deed provides that, so long as any Notes of any Class remains Outstanding, the Trustee shall, as regards all the powers, trusts, authorities, duties and discretions vested in it by this Trust Deed except where expressly provided otherwise, have no regard to the interests of any Secured Party other than the Noteholders or, at any time, to the interests of any other person and no Secured Party shall have any claim against the Trustee for so doing.

15. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from instituting proceedings to enforce repayment or to enforce the security constituted by or pursuant to the Trust Deed, unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or any other party to any Transaction Document and any entity related to the Issuer or any other party to any Transaction Document without accounting for any profit. The Trustee is exempted from any liability in respect of any loss or theft of the Collateral from any obligation to insure, or to monitor the provisions of any insurance arrangements in respect of, the Collateral (for the avoidance of doubt, under the Trust Deed the Trustee is under no such obligation) and from any claim arising

from the fact that the Collateral is held by the Custodian or is otherwise held in safe custody by a bank or other custodian. The Trustee shall not be responsible for the performance by the Custodian of any of its duties under the Agency Agreement or for the performance by the Investment Manager of any of its duties under the Investment Management and Collateral Administration Agreement, for the performance by the Collateral Administrator of its duties under the Investment Management and Collateral Administration Agreement or for the performance by any other person appointed by the Issuer in relation to the Notes or by any other party to any Transaction Document. The Trustee shall not have any responsibility for the administration, management or operation of the Collateral including the request by the Investment Manager to release any of the Collateral from time to time.

The Trust Deed contains provisions for the retirement of the Trustee and the removal of the Trustee by Extraordinary Resolution of the Controlling Class, but no such retirement or removal shall become effective until a successor trustee is appointed.

16. Notices

Notices to Noteholders will be valid if posted to the address of such Noteholder appearing in the Register at the time of publication of such notice by pre-paid, first class mail (or any other manner approved by the Trustee which may be by electronic transmission) and (for so long as the Notes are listed on the Global Exchange Market of Euronext Dublin and the rules of Euronext Dublin so require) shall be sent to the Company Announcements Office of Euronext Dublin or such other process as Euronext Dublin may require. Any such notice shall be deemed to have been given to the Noteholders:

(a) in the case of inland mail, three (3) calendar days after the date of dispatch thereof;

(b) in the case of overseas mail, seven (7) calendar days after the dispatch thereof; or

(c) in the case of electronic transmission, on the date of dispatch.

Notices will be valid and will be deemed to have been given, for so long as the Notes are admitted to trading on Euronext Dublin, when such notice is filed in the Company Announcements Office of Euronext Dublin or such other process as Euronext Dublin may require.

The Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders (or a category of them) if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the stock exchange on which the Notes are then listed, and *provided* that notice of such other method is given to the Noteholders in such manner as the Trustee shall require.

17. Additional Issuances

(a) The Issuer may from time to time, subject to the approval of (i) the Subordinated Noteholders (acting by Ordinary Resolution); (ii) the Retention Holder and (iii) the Investment Manager, create and issue further Notes (other than the Class X Notes) having the same terms and conditions as existing Classes of Notes (subject as provided below) and which shall be consolidated and form a single series with the Outstanding Notes of each such Class (unless otherwise provided), and will use the proceeds of sale thereof to purchase additional Collateral Debt Obligations and, if applicable, enter into additional Hedge Transactions in connection with the Issuer's issuance of, and making

payments on, the Notes and ownership of and disposition of the Collateral Debt Obligations, provided that the following conditions are met:

(i) such additional issuances in relation to the applicable Class of Notes may not exceed 100.0 per cent. in the aggregate of the original aggregate principal amount of such Class of Notes;

(ii) such additional Notes must be issued for a cash sale price and the net proceeds invested in Collateral Debt Obligations or, pending such investment, during the Initial Investment Period deposited in the Unused Proceeds Account or, thereafter, deposited in the Principal Account and, in each case, invested in Eligible Investments;

(iii) such additional Notes must be of each Class of Notes (other than the Class X Notes) and issued in a proportionate amount among the Classes (for such purposes, excluding the Class X Notes) so that the relative proportions of aggregate principal amount of the Classes of Notes (other than the Class X Notes) existing immediately prior to such additional issuance remain unchanged immediately following such additional issuance (save with respect to Subordinated Notes as described in paragraph (c) below);

(iv) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such Notes must be identical to the terms of the previously issued Notes of the applicable Class of Notes;

(v) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance and (i) if S&P has assigned ratings to any Class of the Rated Notes that is Outstanding at such time, obtain a Rating Agency Confirmation from S&P in respect of such additional issuance; and (ii) if Fitch has assigned ratings to any Class of the Rated Notes that is Outstanding at such time, obtain a Rating Agency Confirmation from Fitch in respect of such additional issuance;

(vi) the Coverage Tests are satisfied after giving effect to such additional issuance of Notes;

(vii) the holders of the relevant Class of Notes in respect of which further Notes are issued shall have been notified in writing 30 calendar days prior to such issuance and shall have been afforded the opportunity to purchase additional Notes of the relevant Class in an amount not to exceed the percentage of the relevant Class of Notes each holder held immediately prior to the issuance (the "**Anti-Dilution Percentage**") of such additional Notes and on the same terms offered to investors generally;

(viii) so long as the existing Notes of the Class of Notes to be issued are listed on the Global Exchange Market of Euronext Dublin) the additional Notes of such Class to be issued are in accordance with the requirements of Euronext Dublin and are listed on the Global Exchange Market of Euronext Dublin (for so long as the rules of Euronext Dublin so require;

(ix) such additional issuances are in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of Ireland and do not adversely affect the Irish tax position of the Issuer;

(x) the Issuer and the Trustee will have received advice of tax counsel of nationally recognised standing in the United States experienced in such matters to the effect that any additional Rated Notes will have the same U.S. federal income tax characterization as debt (and at the same comfort-level) as any Class of Rated Notes Outstanding at the time of the additional issuance that is pari passu with such Notes; *provided*, *however*, that the advice of tax counsel described in this Condition 17(a)(x) (*Additional Issuances*) 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;

(xi) any additional Rated Notes will be issued in a manner that will allow the Issuer to accurately provide the information described in Treasury regulations section 1.1275-3(b)(1)(i);

(xii) such additional Rated Notes will have a separate ISIN number, unless the Rated Notes of any Class and such additional Notes of the same Class of Rated Notes are fungible for U.S. federal income tax purposes; and

(xiii) the Retention Holder consenting to purchase a sufficient amount of each Class of Notes which is the subject of such additional issuance such that its holding equals no less than 5.0 per cent. of the nominal value of such Class or Classes of Notes.

(b) Subject to the requirements in Condition 17(a) (*Additional Issuances*) above (except for the conditions in Condition 17(a)(v) and (x) (*Additional Issuances*)), the Issuer may issue and sell additional Subordinated Notes (without issuing Notes of any other Class) provided that:

(i) the subordination terms of such Subordinated Notes are identical to the terms of the previously issued Subordinated Notes;

(ii) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such Subordinated Notes must be identical to the terms of the previously issued Subordinated Notes;

(iii) such additional Subordinated Notes are issued for a cash subscription price, the net proceeds to be:

(iv) invested in Collateral Debt Obligations or Eligible Investments or, pending such investment, deposited in, the Unused Proceeds Account prior to the expiry of the Initial Investment Period or the Principal Account after the expiry of the Initial Investment Period and in each case invested in Eligible Investments, provided that the Issuer or the Investment Manager (acting on behalf of the Issuer) shall not be obliged to enter into any binding commitments to purchase Collateral Debt Obligations with such proceeds, until such proceeds have been deposited into the Unused Proceeds Account or the Principal Account (as applicable); or

(A) used for other Permitted Uses;

(v) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance;

(vi) the holders of the Subordinated Notes shall have been notified in writing 30 calendar days prior to such issuance by the Issuer and shall have been afforded the opportunity to purchase additional Subordinated Notes in an amount not to exceed the Anti-Dilution Percentage of such additional Subordinated Notes and on the same terms offered to investors generally; and

(vii) such additional issuance is in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of Ireland and do not adversely affect the Irish tax position of the Issuer.

(c) Upon the Investment Manager having received legal advice from reputable legal counsel to the effect that the U.S. Retention Regulations have become applicable to the transaction described herein, the Issuer shall, at the direction of the Investment Manager acting in its sole discretion, issue and sell such additional Notes of one or more Classes as may be required to ensure compliance with such rules, in each case having the same terms and conditions as existing Classes of Notes and which shall be consolidated and form a single series with the Outstanding Notes of each such Class. The proceeds of any such issuance hereunder shall be deposited in the Principal Account and shall constitute Principal Proceeds.

(d) References in these Conditions to the "Notes" include (unless the context requires otherwise) any other notes issued pursuant to this Condition 17 (*Additional Issuances*) and forming a single series with the Notes. Any further securities forming a single series with Notes constituted by the Trust Deed or any deed supplemental to it shall be constituted by a deed supplemental to the Trust Deed.

18. Third Party Rights

No person shall have any right to enforce any term of these Conditions under the Contracts (Rights of Third Parties) Act 1999.

19. Governing Law

(a) Governing Law

The Trust Deed and each Class of Notes and any dispute, controversy, proceedings or claim of whatever nature (whether contractual or non-contractual) arising out of or in any way relating to the Trust Deed or any Class of Notes are governed by and shall be construed in accordance with English law. The Corporate Services Agreement shall be governed by and is construed in accordance with Irish law.

(b) Jurisdiction

The courts of England are to have exclusive jurisdiction to settle any disputes (whether contractual or non-contractual) which may arise out of or in connection with the Notes, and accordingly any legal action or proceedings arising out of or in connection with the Notes ("**Proceedings**") may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and waives any objection to

Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum.

(c) Agent for Service of Process

The Issuer appoints TMF Global Services (UK) Ltd (having an office, at the date hereof, at 1 Angel Court, 13th Floor, London, EC2R 7HJ, United Kingdom) as its agent in England to receive service of process in any Proceedings in England based on any of the Notes. If for any reason the Issuer ceases to have such an in England, it will promptly appoint a substitute process agent and notify the Trustee and the Noteholders of such appointment. Nothing herein shall affect the right to service of process in any other manner permitted by law.

USE OF PROCEEDS

The estimated net proceeds of the issue of the Notes after payment of fees and expenses payable on or about the Issue Date (including, without duplication amounts deposited into the Expense Reserve Account) are expected to be approximately €349,025,000. Such proceeds will be used by the Issuer for the repayment of any amounts borrowed by the Issuer under the Warehouse Arrangements (together with any interest thereon) and all other amounts due in order to finance the acquisition of Warehoused Assets purchased by the Issuer prior to the Issue Date. The remaining proceeds shall (a) be used to fund the First Period Reserve Account and (b) after application of amounts in (a), be retained in the Unused Proceeds Account in order to finance the acquisition of Collateral Debt Obligations during the Initial Investment Period.

FORM OF THE NOTES

References below to Notes and to the Global Certificates and the Definitive Certificates representing such Notes are to each respective Class of Notes, except as otherwise indicated.

Initial Issue of Notes

The Regulation S Notes of each Class will be represented on issue by a Regulation S Global Certificate deposited with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Regulation S Global Certificate may be held at any time only through Euroclear or Clearstream, Luxembourg. See "*Book Entry Clearance Procedures*". Beneficial interests in a Regulation S Global Certificate may not be held by a U.S. Person or U.S. Resident at any time. By acquisition of a beneficial interest in a Regulation S Global Certificate, the purchaser thereof will be deemed to represent, among other things, that it is not a U.S. Person, and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest only to a person whom the seller reasonably believes (a) to be a non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, or (b) to be a person who takes delivery in the form of an interest in a Rule 144A Global Certificate. See "*Transfer Restrictions*".

The Rule 144A Notes of each Class will be represented on issue by a Rule 144A Global Certificate deposited with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Rule 144A Global Certificate may only be held at any time only through Euroclear or Clearstream, Luxembourg. See "*Book Entry Clearance Procedures*". By acquisition of a beneficial interest in a Rule 144A Global Certificate, the purchaser thereof will be deemed to represent, amongst other things, that it is a QIB/QP and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest in accordance with the procedures and restrictions contained in the Trust Deed. See "*Transfer Restrictions*".

Beneficial interests in Global Certificates will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and as set forth in Rule 144A and the Investment Company Act, and the Notes will bear the applicable legends regarding the restrictions set forth under "*Transfer Restrictions*". In the case of each Class of Notes, a beneficial interest in a Regulation S Global Certificate may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in denominations greater than or equal to the minimum denominations applicable to interests in such Rule 144A Global Certificate only upon receipt by the Registrar or the Transfer Agent of a written certification (in the form provided in the Trust Deed) to the effect that the transferor reasonably believes that the transferee is a QIB/QP and that such transaction is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. Beneficial interests in the Rule 144A Global Certificates may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate only upon receipt by the Registrar or the Transfer Agent of a written certification (in the form provided in the Trust Deed) from the transferor to the effect that the transfer is being made to a non-U.S. Person and in accordance with Regulation S.

Any beneficial interest in a Regulation S Global Certificate that is transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate will, upon transfer, cease to be an interest in such Regulation S Global Certificate and become an interest in the Rule 144A Global Certificate, and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Rule 144A Global Certificate for as long as it remains such an interest. Any beneficial interest in a Rule 144A Global Certificate that is transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate will, upon transfer, cease to be an interest in a Rule 144A Global Certificate and become an interest in the Regulation S Global

Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Regulation S Global Certificate for so long as it remains such an interest. No service charge will be made for any registration of transfer or exchange of Notes, but the Registrar or the Transfer Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Except in the limited circumstances described below, owners of beneficial interests in Global Certificates will not be entitled to receive physical delivery of certificated Notes.

On the Issue Date, an acquirer of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate (or any interest therein) will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a Controlling Person, unless such acquirer: (i) receives the written consent of the Issuer; and (ii) provides an ERISA certificate to the Issuer and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person (in or substantially in the form of Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed). Other than on the Issue Date, an acquirer of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate (or any interest therein) will be deemed to represent, warrant and agree that it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a Controlling Person unless such acquirer: (i) receives the written consent of the Issuer; and (ii) provides an ERISA certificate to the Issuer and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person (in or substantially in the form of Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed) and (iii) other than with respect to the Retention Notes, holds such Class E Note, Class F Note or Subordinated Note, as applicable, in the form of a Definitive Certificate. Any Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate shall be registered in the name of the holder thereof. Each purchaser and transferee understands and agrees that no transfer of an interest in Class E Notes, Class F Notes or Subordinated Notes will be permitted or recognised if it would cause the 25.0 per cent. Limitation to be exceeded with respect to the Class E Notes, Class F Notes or Subordinated Notes (determined separately by Class). See "*Certain ERISA and Related Considerations*."

The Subordinated Notes, the Class E Notes and the Class F Notes will be offered outside the United States to non-U.S. Persons in reliance on Regulation S and within the United States to persons who are both QIBs and QPs. The Notes are not issuable in bearer form.

Amendments to Conditions

Each Global Certificate contains provisions that apply to the Notes that they represent, some of which modify the effect of the Conditions in definitive form (See "*Terms and Conditions of the Notes*"). The following is a summary of those provisions:

- *Payments*: Payments of principal and interest in respect of Notes represented by a Global Certificate will be made to the registered holder and, if no further payment falls to be made in respect of the relevant Notes, upon surrender of such Global Certificate to or to the order of the Principal Paying Agent or such other Agent as shall have been notified to the relevant Noteholders for such purpose. On each occasion on which a payment of interest (unless the Notes represented thereby do not bear interest) or principal is made in respect of the relevant Global Certificate, the Registrar shall note the same in the Register and, in relation to payments of principal, cause the aggregate principal amount of the Notes represented by a Global Certificate to be decreased accordingly.

- *Notices*: So long as any Notes are represented by a Global Certificate and such Global Certificate is held on behalf of a clearing system, notices to Noteholders shall be given by delivery of the relevant notice to that clearing system for communication by it to entitled account holders in substitution for delivery thereof as required by the Conditions of such Notes *provided* that such notice is also made to the Company Announcements Office of Euronext Dublin for so long as such Notes are listed on the Global Exchange Market of Euronext Dublin and the rules of Euronext Dublin so require. Such notice will be deemed to have been given to the Noteholders on the date of delivery of the relevant notice to the relevant clearing system.

- *Prescription*: Claims against the Issuer in respect of principal and interest on the Notes while the Notes are represented by a Global Certificate will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the date on which any payment first becomes due.

- *Meetings*: The holder of each Global Certificate will be treated as being one person for the purposes of any quorum requirements of, or the right to demand a poll at, a meeting of Noteholders and, at any such meeting, as having one vote in respect of each €1,000 of principal amount of Notes for which the relevant Global Certificate may be exchanged.

- *Trustee's Powers*: In considering the interests of Noteholders while the Global Certificates are held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its account holders with entitlements to each Global Certificate and may consider such interests as if such account holders were the holders of any Global Certificate.

- *Cancellation*: Cancellation of any Note required by the Conditions to be cancelled will be effected by reduction in the principal amount of the Notes on the Register, with a corresponding notation made on the applicable Global Certificate.

- *Optional Redemption*: The Subordinated Noteholders' and the Controlling Class's option in Condition 7(b) (*Optional Redemption*) and Condition 7(g) (*Redemption following Note Tax Event*) (as applicable) may be exercised by the holder(s) of a Definitive Certificate or a Global Certificate (as applicable) representing Subordinated Notes or the Controlling Class (as applicable) giving notice to the Registrar or other Agent specified for such purpose of the principal amount of Subordinated Notes or Notes representing the Controlling Class (as applicable) in respect of which the option is exercised and presenting such Definitive Certificate or Global Certificate (as applicable) for endorsement of exercise within the time limit specified in Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*).

- *Record Date*: The Record Date will mean the close of business on the Clearing System Business Day before the relevant due date for payment of principal and interest in respect of such security.

  "**Clearing System Business Day**" means a day on which Euroclear and Clearstream, Luxembourg are open for business.

Exchange for Definitive Certificates

Exchange

Each Global Certificate will be exchangeable, free of charge to the holder, on or after its Definitive Exchange Date (as defined below), in whole but not in part, for Definitive Certificates if a Global

Certificate is held (directly or indirectly) on behalf of Euroclear, Clearstream, Luxembourg or an alternative clearing system and any such clearing system is closed for business for a continuous period of 14 calendar days (other than by reason of holiday, statutory or otherwise) or announces its intention to permanently cease business or does in fact do so.

Interests in Global Certificates representing Class E Notes, Class F Notes or Subordinated Notes may be exchangeable for interests in a Definitive Certificate representing the Class E Notes, Class F Notes or Subordinated Notes if a transferee is, or is acting on behalf of, a Benefit Plan Investor or a Controlling Person; provided that: (i) such transferee has obtained the written consent of the Issuer in respect of such transfer; and (ii) the transferee has provided the Issuer and a Transfer Agent with an ERISA certificate in or substantially in the form set out in Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed. Interests in Global Certificates representing Class E Notes, Class F Notes or Subordinated Notes may be exchangeable for interests in Definitive Certificates representing Class E Notes, Class F Notes or Subordinated Notes in accordance with the Conditions as amended above.

The Registrar will not register the transfer of, or exchange of interests in, a Global Certificate for Definitive Certificates during the period from (but excluding) the Record Date to (and including) the date for any payment of principal or interest in respect of the Notes.

If only one of the Global Certificates (the "**Exchanged Global Certificate**") becomes exchangeable for Definitive Certificates in accordance with the above paragraphs, transfers of Notes may not take place between, on the one hand, persons holding Definitive Certificates issued in exchange for beneficial interests in the Exchanged Global Certificate and, on the other hand, persons wishing to purchase beneficial interests in the other Global Certificate.

"**Definitive Exchange Date**" means a day falling not less than 30 calendar days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Registrar and any Transfer Agent is located.

Delivery

In the event a Global Certificate is to be exchanged, the relevant Global Certificate shall be exchanged in full for Notes represented by Definitive Certificates and the Issuer will, at the cost of the Issuer (but against such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), upon request, cause sufficient Definitive Certificates to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Noteholders. A person having an interest in a Global Certificate must provide the Registrar with: (a) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Certificates; and (b) in the case of the Rule 144A Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Definitive Certificates issued in exchange for a beneficial interest in the Rule 144A Global Certificate shall bear the legends applicable to transfers pursuant to Rule 144A, as set out under "*Transfer Restrictions*" below.

Legends

The holder of a Class E Note, Class F Note or Subordinated Note represented by a Definitive Certificate in registered, dematerialised, definitive form, as applicable, may transfer the Notes represented thereby in whole or in part in the applicable minimum denomination by completing the applicable form of transfer and delivering it to the specified office of the Registrar or any Transfer Agent and to the extent

applicable, written consent of the Issuer and a duly completed ERISA certificate (in or substantially in the form of Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed). Upon the transfer, exchange or replacement of a Definitive Certificate in registered, dematerialised, definitive form, as applicable, bearing the legend referred to under "*Transfer Restrictions*" below, or upon specific request for removal of the legend on a Definitive Certificate in registered, dematerialised, definitive form, as applicable, the Issuer will deliver only Definitive Certificates that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer and the Registrar such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Issuer that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act and the Investment Company Act.

Exchange of Definitive Certificates for Interests in Global Certificates

Regulation S

If a holder of Class E Notes, Class F Notes or Subordinated Notes represented by a Definitive Certificate wishes at any time to transfer its interest in such Notes to a person who wishes to take delivery thereof in the form of a beneficial interest in a Regulation S Global Certificate, such holder may effect such transfer only upon receipt by the Registrar of: (a) notification from the common depositary for Euroclear and Clearstream, Luxembourg of the Regulation S Global Certificate that the appropriate credit entry has been made in the accounts of the relevant participants of Euroclear and Clearstream, Luxembourg, (but in no case for less than the minimum authorised denomination applicable to such Notes); and (b) a certificate in the form of part 7 (*Form of Definitive Certificate to Regulation S Global Certificate Transfer Certificate of Class E Notes, Class F Notes or Subordinated Notes*) of schedule 4 (*Transfer, Exchange and Registration Documentation*) of the Trust Deed or in such other form as the Registrar, relying upon the advice of counsel, may deem substantially similar in legal effect (a copy of which is provided to the Registrar) given by the holder of the beneficial interests in such Notes.

Each person who becomes an owner of a beneficial interest in a Regulation S Global Certificate will be deemed to have represented and agreed to the representations set forth in this Offering Circular relating to such Notes under the heading "*Transfer Restrictions*".

Rule 144A

If a holder of Class E Notes, Class F Notes or Subordinated Notes represented by a Definitive Certificate wishes at any time to transfer its interest in such Notes to a person who wishes to take delivery thereof in the form of a beneficial interest in a Rule 144A Global Certificate, such holder may effect such transfer only upon receipt by the Registrar of: (a) notification from the common depositary for Euroclear and Clearstream, Luxembourg of the Rule 144A Global Certificate that the appropriate credit entry has been made in the accounts of the relevant participants of Euroclear and Clearstream, Luxembourg (but in no case for less than the minimum authorised denomination applicable to Notes of such Class); and (b) a certificate in the form of part 6 (*Form of Definitive Certificate to Rule 144A Global Certificate Transfer Certificate of Class E Notes, Class F Notes or Subordinated Notes*) of schedule 4 (*Transfer, Exchange and Registration Documentation*) of the Trust Deed or in such other form as the Registrar, relying upon the advice of counsel, may deem substantially similar in legal effect (in each case, copies of which are provided to the Registrar as applicable) given by the proposed transferee.

Each person who becomes an owner of a beneficial interest in a Rule 144A Global Certificate will be deemed to have represented and agreed to the representations set forth in this Offering Circular relating to such Notes under the heading "*Transfer Restrictions*".

BOOK ENTRY CLEARANCE PROCEDURES

The information set out below has been obtained from sources that the Issuer believes to be reliable, but prospective investors are advised to make their own enquiries as to such procedures. The Issuer has taken reasonable care to ensure that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information provided by such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading. In particular, such information is subject to any change in or interpretation of the rules, regulations and procedures of the Clearing Systems currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Trustee, the Arranger, the Initial Purchaser or any Agent party to the Agency Agreement (or any Affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

Euroclear and Clearstream, Luxembourg

Custodial and depositary links have been established between Euroclear and Clearstream, Luxembourg to facilitate the initial issue of the Notes and cross-market transfers of the Notes associated with secondary market trading (See "*Settlement and Transfer of Notes*" below).

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book entry transfer between their respective accountholders. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in Global Certificates directly through Euroclear or Clearstream, Luxembourg if they are accountholders ("**Direct Participants**") or indirectly ("**Indirect Participants**" and together with Direct Participants, "**Participants**") through organisations which are accountholders therein.

Book Entry Ownership

Euroclear and Clearstream, Luxembourg

Each Regulation S Global Certificate and each Rule 144A Global Certificate will have an ISIN and a Common Code and will be registered in the name of, and deposited with, a nominee of the common depositary on behalf of, Euroclear and Clearstream, Luxembourg.

Relationship of Participants with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note represented by a Global Certificate must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) for his share of each payment made by the Issuer to the holder of such Global

Certificate and in relation to all other rights arising under the Global Certificate, subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg. The Issuer expects that, upon receipt of any payment in respect of Notes represented by a Global Certificate, the common depositary by whom such Note is held, or nominee in whose name it is registered, will immediately credit the relevant Participants' or accountholders' accounts in the relevant Clearing System with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Global Certificate as shown on the records of the relevant Clearing System or its nominee. The Issuer also expects that payments by Direct Participants in any Clearing System to owners of beneficial interests in any Global Certificate held through such Direct Participants in any Clearing System will be governed by standing instructions and customary practices. Save as aforesaid, such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Certificate and the obligations of the Issuer will be discharged by payment to the registered holder, as the case may be, of such Global Certificate in respect of each amount so paid. None of the Issuer, the Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in any Global Certificate or for maintaining, supervising or reviewing any records relating to such ownership interests.

Settlement and Transfer of Notes

Subject to the rules and procedures of each applicable Clearing System, purchases of Notes held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such Notes on the Clearing System's records. The ownership interest of each actual purchaser of each such Note (the "**Beneficial Owner**") will in turn be recorded on the Direct Participant's and Indirect Participant's records. Beneficial Owners will not receive written confirmation from any Clearing System of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Notes held within the Clearing System will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in such Notes, unless and until interests in any Global Certificate held within a Clearing System is exchanged for Definitive Certificates.

No Clearing System has knowledge of the actual Beneficial Owners of the Notes held within such Clearing System and their records will reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Trading between Euroclear and/or Clearstream, Luxembourg Participants

Secondary market sales of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg to purchasers of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

RATINGS OF THE NOTES

General

It is a condition of the issue and sale of the Notes that the Rated Notes be issued with at least the following ratings: the Class X Notes: "AAAsf" from Fitch and "AAA (sf)" from S&P; the Class A Notes: "AAAsf" from Fitch and "AAA (sf)" from S&P; the Class B Notes: "AAsf" from Fitch and "AA (sf)" from S&P; the Class C Notes: "Asf" from Fitch and "A (sf)" from S&P; the Class D Notes: "BBB-sf" from Fitch and "BBB- (sf)" from S&P; the Class E Notes: "BB-sf" from Fitch and "BB- (sf)" from S&P; and the Class F Notes: "B-sf" from Fitch and "B- (sf)" from S&P.

The ratings assigned to the Class X Notes, the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest.

In respect of any Notes that are subject to a Refinancing in accordance with Condition 7(b)(v)(A) (*Refinancing in relation to a Redemption in Whole*), the ratings assigned to the Notes will not necessarily continue to be assigned to the Refinancing Obligations issued pursuant thereto.

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the applicable rating agency.

As at the date of this Offering Circular, each of Fitch and S&P is included in the list of credit rating agencies published by the FCA on its website as being entitled to offer credit rating agency services in the UK under the EUWA, subject to amendments made by the UK CRA Regulation. The ratings assigned by S&P will be endorsed by S&P Europe for the purposes of the EU CRA Regulation and as of the date of this Offering Circular S&P Europe is registered under the EU CRA Regulation. The ratings assigned by Fitch will be endorsed by Fitch Ireland for the purposes of the EU CRA Regulation and as of the date of this Offering Circular Fitch Ireland is registered under the EU CRA Regulation. As of the date of this Offering Circular, each of Fitch Ireland and S&P Europe is included in the list of credit rating agencies published by ESMA on its website in accordance with the EU CRA Regulation and that determination may also have an adverse effect on the market prices and liquidity of the Rated Notes.

Fitch Ratings

The ratings assigned to the Rated Notes by Fitch are based upon Fitch's statistical analysis of historical default rates on debt obligations with similar characteristics to the Collateral Debt Obligations and the various eligibility requirements that the Collateral Debt Obligations are required to satisfy.

Fitch analyses the likelihood that each Collateral Debt Obligation will default, based on historical default rates for similar debt obligations, the historical volatility of such default rates (which increases as securities with lower ratings are added to the portfolio) and an additional default assumption to account for future fluctuations in defaults. Fitch then determines the level of credit protection necessary based on a specific percentile of the portfolio default distribution determined by the Fitch "Portfolio Credit Model" which takes into account the correlation between assets in the portfolio based on the level of diversification by region, issuer and industry.

The results of a statistical analysis are incorporated into a cash flow model built to mimic the structure of the transaction. In this regard, the results of several default scenarios, in conjunction with various

qualitative tests (e.g., analysis of the strength of the Investment Manager), are used to determine the credit enhancement required to support a particular rating.

Fitch's ratings of the Rated Notes was established under various assumptions and scenarios.

There can be no assurance that actual defaults on the Collateral Debt Obligations will not exceed those assumed by Fitch in its analysis, or that recovery rates with respect thereto (and consequently loss rates) will not differ from those assumed by Fitch.

In addition to those quantitative tests, Fitch Ratings take into account qualitative features of a transaction including the experience of the Investment Manager, the legal structure and the risks associated with such structure and other factors that Fitch deems relevant.

S&P Ratings

S&P will rate the Rated Notes in a manner similar to the manner in which it rates other structured issues. This requires an analysis of the following:

(a) the credit quality of the portfolio of Collateral Debt Obligations securing the Notes;

(a) the cash flow used to pay liabilities and the priorities of these payments; and

(b) legal considerations.

Based on these analyses, S&P determines the necessary level of credit enhancement needed to achieve a desired rating. In this connection, the S&P CDO Monitor Test is applied prior to the end of the Reinvestment Period.

S&P's analysis includes the application of its proprietary default expectation computer model (the "**S&P CDO Monitor**"), which is used to estimate the default rate S&P projects the Portfolio is likely to experience and which will be provided to the Investment Manager on or before the Issue Date. The S&P CDO Monitor calculates the cumulative default rate of a pool of Collateral Debt Obligations and Eligible Investments consistent with a specified benchmark rating level based upon S&P's proprietary corporate debt default studies. The S&P CDO Monitor takes into consideration the rating of each Obligor, the number of Obligors, the Obligor industry concentration and the remaining weighted average maturity of each of the Collateral Debt Obligations included in the Portfolio. The risks posed by these variables are accounted for by effectively adjusting the necessary default level needed to achieve a desired rating. The higher the desired rating, the higher the level of defaults the Portfolio must withstand. For example, the higher the Obligor industry concentration or the longer the weighted average maturity, the higher the default level is assumed to be.

Credit enhancement to support a particular rating is then provided on the results of the S&P CDO Monitor, as well as other more qualitative considerations such as legal issues and management capabilities. Credit enhancement is typically provided by a combination of over collateralisation/subordination, cash collateral/reserve account, excess spread/interest and amortisation. A cash flow model (the "**Transaction Specific Cash Flow Model**") is used to evaluate the portfolio and determine whether it can comfortably withstand the estimated level of default while fully repaying the class of debt under consideration.

There can be no assurance that actual losses on the Collateral Debt Obligations will not exceed those assumed in the application of the S&P CDO Monitor or that recovery rates and the timing of recovery with respect thereto will not differ from those assumed in the Transaction Specific Cash Flow Model. None of S&P, the Issuer, the Investment Manager, the Retention Holder, the Collateral Administrator,

the Trustee, the Arranger or the Initial Purchaser, makes any representation as to the expected rate of defaults on the Portfolio or as to the expected timing of any defaults that may occur.

S&P's ratings of the Rated Notes will be established under various assumptions and scenario analyses. There can be no assurance that actual defaults on the Collateral Debt Obligations will not exceed those assumed by S&P in its analysis, or that recovery rates with respect thereto (and, consequently, loss rates) will not differ from those assumed by S&P.

RULE 17G-5 COMPLIANCE

THE ISSUER, IN ORDER TO PERMIT THE RATING AGENCIES TO COMPLY WITH THEIR OBLIGATIONS UNDER RULE 17G-5 PROMULGATED UNDER THE EXCHANGE ACT ("**RULE 17G-5**"), HAS AGREED TO POST (OR HAVE ITS AGENT POST) ON A PASSWORD-PROTECTED INTERNET WEBSITE (THE "**RULE 17G-5 WEBSITE**"), AT THE SAME TIME SUCH INFORMATION IS PROVIDED TO THE RATING AGENCIES, ALL INFORMATION (WHICH WILL NOT INCLUDE ANY REPORTS FROM THE ISSUER'S INDEPENDENT PUBLIC ACCOUNTANTS) THAT THE ISSUER OR OTHER PARTIES ON ITS BEHALF, INCLUDING THE INVESTMENT MANAGER, PROVIDE TO THE RATING AGENCIES FOR THE PURPOSES OF DETERMINING THE INITIAL CREDIT RATING OF THE RATED NOTES OR UNDERTAKING CREDIT RATING SURVEILLANCE OF THE RATED NOTES; *PROVIDED*, *HOWEVER*, THAT, PRIOR TO THE OCCURRENCE OF AN EVENT OF DEFAULT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE INVESTMENT MANAGER NO PARTY OTHER THAN THE ISSUER (OR ANY PERSON ACTING ON ITS BEHALF) MAY PROVIDE INFORMATION TO THE RATING AGENCIES ON THE ISSUER'S BEHALF. ON THE ISSUE DATE, THE ISSUER WILL ENGAGE THE BANK OF NEW YORK MELLON SA/N.V, DUBLIN BRANCH, IN ACCORDANCE WITH THE INVESTMENT MANAGEMENT AND 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 AGENCIES, OR ANY OF ITS OFFICERS, DIRECTORS OR EMPLOYEES, TO BE GIVEN OR PROVIDED TO SUCH RATING AGENCIES PURSUANT TO, IN CONNECTION WITH OR RELATED, DIRECTLY OR INDIRECTLY, TO THE TRUST DEED, THE INVESTMENT MANAGEMENT AND COLLATERAL ADMINISTRATION AGREEMENT, ANY TRANSACTION DOCUMENT RELATING THERETO, THE PORTFOLIO OR THE NOTES, WILL BE IN EACH CASE FURNISHED DIRECTLY TO THE RATING AGENCIES AFTER A COPY HAS BEEN DELIVERED TO THE INFORMATION AGENT OR THE ISSUER FOR POSTING TO THE RULE 17G-5 WEBSITE.

THE ISSUER

General

The Issuer is a special purpose vehicle established for the purpose of issuing asset backed securities and was incorporated in Ireland as a designated activity company limited by shares on 6 June 2024 under the Companies Act 2014 (as amended) with the name Adagio XII EUR CLO Designated Activity Company and with company registration number 765460 and having its registered office at Ground Floor, Two Dockland Central, Guild Street, North Dock, Dublin 1, D01 K2C5, Ireland . The telephone number of the registered office of the Issuer is +353 (0)1 614 6240 and the facsimile number is +353 (0) 1 8651932.

The authorised share capital of the Issuer is €1,000 divided into 1,000 ordinary shares of €1.00 each. The Issuer has issued 1 ordinary share of €1.00 (the "**Share**"), which is fully paid up and is held by TMF Management (Ireland) Limited (the "**Share Trustee**") under the terms of a declaration of trust dated 12 June 2024, as amended and restated on 17 June 2024 (the "**Declaration of Trust**") pursuant to which the Share Trustee holds the Share on trust until the Termination Date (as defined in the Declaration of Trust) and may not dispose or otherwise deal with the Share for so long as there are any Notes Outstanding. The holder of the Share will have the ability to elect directors of the Issuer and may be able to take certain other actions permitted by shareholders under the Constitution of the Issuer.

TMF Administration Services Limited (the "**Corporate Services Provider**"), an Irish company, acts as the corporate administrator for the Issuer. The office of the Corporate Services Provider services as the general business office of the Issuer. Through the office and pursuant to the terms of the corporate services agreement entered into on 24 June 2024 (the "**Corporate Services Agreement**") between the Issuer and the Corporate Services Provider, the Corporate Services Provider performs various management functions on behalf of the Issuer, including the provision of certain clerical, reporting, accounting, administrative and other services until termination of the Corporate Services Agreement. In consideration for the foregoing, the Corporate Services Provider receives various fees and other charges payable by the Issuer at rates agreed upon from time to time plus expenses. The terms of the Corporate Services Agreement provide that either party may terminate the Corporate Services Agreement upon the occurrence of certain stated events, including any material breach by the other party of its obligations under the Corporate Services Agreement which is either incapable of remedy or which is not cured within 30 days from the date on which it was notified of such breach. In addition, either party may terminate the Corporate Services Agreement at any time by giving not less than 90 days' written notice to the other party.

The Corporate Services Provider's principal office Is at Ground Floor, Two Dockland Central, Guild Street, North Dock, Dublin 1, D01 K2C5, Ireland .

Business

The principal objects of the Issuer are set forth in Article 3 of its Constitution and include, *inter alia*, the power to issue securities and to raise or borrow money, to grant security over its assets for such purposes, to lend with or without security and to enter into derivative transactions. Cash flow derived from the Collateral securing the Notes will be the Issuer's only source of funds to fund payments in respect of such Notes.

So long as any of the Notes are outstanding, the Issuer will be subject to the restrictions set out in the Conditions and in the Trust Deed. In particular, the Issuer has undertaken not to carry out any business other than the issuing of the Notes and acquiring, holding and disposing of the Portfolio in accordance with the Conditions and the Investment Management and Collateral Administration Agreement,

entering into the Transaction Documents and exercising the rights and performing the obligations under each such agreement and all other transactions incidental thereto. The Issuer will not have any substantial liabilities other than in connection with the Notes and any secured obligations. The Issuer will not have any subsidiaries and, save in respect of the fees and expenses generated in connection with the issue of the Notes (referred to below), any related profits and the proceeds of any deposits and investments made from such fees or from amounts representing the proceeds of the Issuer's issued share capital, the Issuer will not be able to accumulate any surpluses.

The Issuer has, and will have, no material assets other than the Portfolio held from time to time, the Balances standing to the credit of the Accounts and the benefit of the Transaction Documents entered into by or on behalf of the Issuer from time to time, such fees (as agreed) payable to it in connection with the issue of the Notes, the sum of €1.00 representing the proceeds of its issued and paid up share capital and the remainder of the amounts standing to the credit of the Issuer Irish Account. The only assets of the Issuer available to meet claims of the Noteholders and the other Secured Parties are the assets comprised in the Collateral.

The Notes represents obligations of the Issuer alone and are not the obligations of, or guaranteed in any way by, the directors or the company secretary of the Issuer, the Trustee, and the Agents, the Investment Manager, the Arranger, the Initial Purchaser, the Hedge Counterparty or any obligor under any part of the Portfolio.

Directors and Company Secretary

The Issuer's Constitution provides that the board of directors of the Issuer will consist of at least two directors.

The directors of the Issuer as at the date of this Offering Circular are Jerrick Sy and Helena Hayes. The business address of the directors is Ground Floor, Two Dockland Central, Guild Street, North Dock, Dublin 1, D01 K2C5, Ireland. The directors of the Issuer may engage in other activities and have other directorships. None of the directors of the Issuer has any actual or potential conflict between their duties to the Issuer and their private interest or other duties.

The company secretary is TMF Administration Services Limited of Ground Floor, Two Dockland Central, Guild Street, North Dock, Dublin 1, D01 K2C5, Ireland.

Business Activity

Prior to the Issue Date, the Issuer entered into a warehouse facility in order to enable the Issuer to acquire certain Collateral Debt Obligations on or before the Issue Date.

The Issuer has not previously carried on any business or activities other than those incidental to its incorporation, the authorisation and entry into of the warehouse facility, the acquisition of the Portfolio, the authorisation and issue of the Notes and activities incidental to the exercise of its rights in compliance with its obligations under the Notes, the Transaction Documents and the purchase of the Portfolio.

Indebtedness

The Issuer has no indebtedness as at the date of this Offering Circular, other than that which the Issuer has incurred or shall incur in relation to the transactions contemplated herein (including the funding provided pursuant to the Warehouse Arrangements, which will be repaid in full on the Issue Date).

Subsidiaries

The Issuer has no subsidiaries.

Administrative Expenses of the Issuer

The Issuer is expected to incur certain Administrative Expenses (as defined in Condition 1 (*Definitions*)).

Financial Statements

The Issuer's profit and loss account and balance sheet can be obtained free of charge from the registered office of the Issuer. One annual general meeting of the Issuer must be held in each calendar year.

The auditors of the Issuer are Ernst & Young of Ernst & Young Building, Harcourt Centre, Harcourt Street, Dublin 2, Ireland, who are chartered accountants and are members of the Institute of Chartered Accountants and registered auditors qualified to practice in Ireland.

Since the date of incorporation, the Issuer has not commenced operations and no financial statements have been made up as at the date of this Offering Circular.

THE INVESTMENT MANAGER

The information appearing in this section has been prepared by the Investment Manager and has not been independently verified by the Issuer, the Arranger, the Initial Purchaser or any other party. The Issuer confirms that where information has been sourced from a third party, such information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information which has been published by the Investment Manager, no facts have been omitted which would render the reproduced information inaccurate or misleading. None of the Arranger, the Initial Purchaser or any other party other than the Investment Manager assumes any responsibility for the accuracy or completeness of such information.

General

Certain advisory and administrative functions with respect to the Portfolio will be performed by AXA Investment Managers US Inc. a Delaware corporation, as the Investment Manager ("**AXA IM**"). See further "*Description of the Investment Management and Collateral Administration Agreement*".

AXA IM's investment management business originated in 2001 when the high yield bond group of Cardinal Capital Management, based in Greenwich, CT, joined AXA IM. Organisationally, AXA IM is a wholly-owned subsidiary of AXA IM US Group Holding, Inc., a Delaware corporation, which is 99.99% owned by AXA Investment Managers, a *société anonyme* organised under the laws of France ("**AXA IMSA**"), and 0.01% owned by another member of the AXA group. AXA IMSA is a holding company of several investment management companies, which includes AXA IM (collectively, the "**AXA IM Group**").

AXA IM is an indirect subsidiary of AXA S.A. ("**AXA**"), a *société anonyme* organised under the laws of France. AXA's shares are traded on the Compartment A of Euronext Paris and, in the form of American depositary shares traded on the United States over-the-counter market. The financial strength rating of AXA is "Aa3" by Moody's, "AA" by Fitch and "A+" by S&P. The AXA IM Group is one of the AXA group's principal asset managers. It is a multi-specialist asset management division that offers fixed income, equity, structured and alternative products, real estate and multi management investment expertise. AXA IM Group's clients include both institutional and individual investors.

The AXA IM Group provides diversified asset management and related services globally to its investment funds, which are distributed through the AXA group's distribution networks and external distributors. The AXA IM Group also provides these services to AXA's insurance subsidiaries in respect of their insurance-related invested assets and separate management account assets.

The AXA IM Group, through AXA IM and its Affiliate AXA Investment Managers Paris ("**AXA IM Paris**"), provides portfolio management services under a number of investment strategies including, without limitation, (i) United States and European high yield products, (ii) United States, European and Global corporate investment grade products, (iii) United States and European leveraged loan products and (iv) United States and European structured and/or asset backed products.

As of March 31, 2024 AXA IM had total assets under management of approximately USD 87.6 billion and, as of March 31, 2024, AXA IM Group's total assets under management amounted to USD 929 billion.

AXA IM's principal place of business is 400 Atlantic Street, Suite 1000, Stamford, CT 06901, USA.

On 1 August 2024, AXA announced that it has entered into an exclusive negotiation to sell the AXA IM Group to BNP Paribas. Under the terms of the proposed transaction, AXA and BNP Paribas would also enter into a long-term strategic partnership under which BNP Paribas would provide investment

management services to AXA. Although the terms of any such sale are yet to be finalized, if such sale is consummated, it is expected that the personnel responsible for providing portfolio management services to the Issuer will not change solely as a result of such sale. There can be no assurance that such negotiations will result in such a sale or strategic partnership. No consent of any Noteholder is expected to be required to consummate the foregoing. See the final paragraph of "*Risk Factors – Relating to certain conflicts of interest – Investment Manager*" and "*Description of the Investment Management and Collateral Administration Agreement*" herein.

Credit Risk Mitigation

Together with its obligations under the Investment Management and Collateral Administration Agreement and subject to the standard of care required thereunder, the Investment Manager has in place and operates internal policies and procedures to administer and manage the Portfolio and similar portfolios. Such policies and procedures include, in the case of the Portfolio, systems for identifying Credit Impaired Obligations and Defaulted Obligations. Under the Investment Management and Collateral Administration Agreement, subject to the standard of care required thereunder, the Investment Manager is obliged to:

(a) measure and monitor the credit risk of the Portfolio as per the methodologies set out in the Investment Management and Collateral Administration Agreement and in accordance with the terms of the Investment Management and Collateral Administration Agreement; and

(b) consult with the Collateral Administrator for the purposes of compiling each Monthly Report and Payment Date Report which will provide information intended to facilitate investors in their conducting of stress tests on the cash flows and collateral values supporting the Notes.

Personnel

Set forth below is certain biographical information for those employees of the AXA IM Group, who will have primary responsibility for the selection and management of Collateral Debt Obligations and Eligible Investments. Employees of the AXA IM Group will only perform delegated Investment Manager services directly for the Issuer to the extent that they have the regulatory capacity to do so. Such employees are either employees of AXA IM or employees of AXA IM Paris, an Affiliate of AXA IM, the resources of which are used by AXA IM in relation to the selection and management of Collateral Debt Obligations and Eligible Investments and other related services under a participating affiliate arrangement entered into for US securities laws purposes between AXA IM and AXA IM Paris. In addition to these employees, a number of other employees of the Investment Manager and its Affiliates may be involved to a lesser extent in the selection, management and administration of Collateral Debt Obligations and Eligible Investments. There can be no assurance that any such persons will continue to be employed by the Investment Manager and its Affiliates during the entire term of the Investment Management and Collateral Administration Agreement or, if so employed, will continue to be responsible for the Investment Manager's performance of its obligations under the Investment Management and Collateral Administration Agreement. See the "*Risk Factors—Relating to certain conflicts of interest — Investment Manager*" section of this Offering Circular.

Yannick Le Serviget, Head of Loans & Private Debt Team at AXA IM (U.S. based). Yannick joined AXA IM Paris in 2003 to work on the 1.0 CLO Adagio II. He has been in charge of trading and Portfolio Management for several 1.0 EUR CLO (Adagio II, III, Confluent), and 2.0 EUR CLOs (Adagio IV, V, VI, VII and VIII) as well as mutual funds and dedicated Loans mandates (including European bucket in global strategy funds). He previously worked at Société Générale (SG) for two years as loan Trader. Prior to joining Société Générale, he spent one year as a financial auditor in a French consulting firm.

Yannick started his career in 1998 and spent two years as a junior portfolio manager at AGF Asset Management. He graduated from French business school ESSEC.

Xavier Boucher, Head of European Loans and Senior Portfolio Manager at AXA IM Paris. Xavier joined the AXA IM Group in 2012 as a Senior Research Analyst after having spent over seven years with BNP Paribas. Xavier commenced his career in 2005 as an M&A analyst with BNP Paribas in New York. In 2007, he joined the leverage finance origination group as analyst and was promoted to associate in 2008. In 2009, Xavier joined the restructuring group in Paris where he worked on over 15 restructuring processes in EMEA. Xavier graduated from ESCP Europe where he majored in finance and graduated cum laude from the Institut d'Etudes Politiques de Paris where he majored in strategy.

Chris Symonds, Senior Portfolio Manager at AXA IM Paris. Chris joined AXA IM in December 2019. Prior to joining AXA, Chris was the European Loans Portfolio Manager at CQS in London where he was responsible for the portfolio management of the European CLOs and European loan allocations across a range of multi-asset credit funds. Prior experience with CQS includes time spent across a variety of credit research and portfolio management roles within the Global Loans team. Previously, Chris worked as a Manager within the Debt Finance team at Barclays Corporate helping across the origination, structuring and execution of UK mid-market leveraged finance transactions. Chris holds a Msci degree in Chemistry from the University of Nottingham.

Laurent Cordelette, Junior Portfolio Manager at AXA IM Paris. Laurent joined AXA IM Paris in 2007 to work on Structured Credit Platform (CDO ARIA and JAZZ) where he spent 5 years, and thereafter has joined the leveraged loan Team to work on mutual funds performance, CLO models and optimization. Prior to joining AXA IM Paris, Laurent worked at Natixis AM as Risk Manager dedicated to structured credit platform during 5 years. He began his career in a big four Audit firm where he spent 5 years. Laurent holds an French accounting diploma.

Olivier Testard, Head of European Credit Research at AXA IM Paris. Olivier joined AXA IM Group in 2002 and today has over 21 years of experience in the leveraged loan sector. Prior to joining AXA IM Paris, Olivier worked at Mizuho Corporate Bank, and was responsible for sourcing and analysing potential investments in structured finance transactions. He began his career in 1991 at BNP Paribas in New York, where he spent eight years, initially as a corporate credit officer and then as a member of the group's LBO origination team, where his responsibilities included originating and structuring LBO transactions. Olivier holds an MBA from Baruch, The City University of New York.

Cyril Macé, Senior Credit Analyst at AXA IM Paris. Cyril began his career at the AXA IM Group in 1998. Cyril joined the leveraged finance team in 2001 and spent the first four years as a portfolio manager. Prior to joining the leveraged finance team, he was a portfolio manager covering credit and high yield funds. Cyril holds a postgraduate degree in Finance and a Master's degree in Banking and Finance from the University Panthéon-Assas.

Emmanuelle Noirclerc, Senior Credit Analyst at AXA IM Paris. Emmanuelle recently joined AXA IM in October 2016 as a Senior Investment Analyst. Emmanuelle began her career in 2007 as a Leveraged Finance Analyst at Société Générale Corporate & Investment Banking in New-York. She joined the Paris Leveraged Finance team of Société Générale in 2010, first as an analyst, then as an Associate in 2013 and finally as Vice President starting 2016. During the 6 years spent at Société Générale Paris, Emmanuelle focused on the origination and structuring of French LBO transactions for large caps. Emmanuelle graduated from Audencia Business School where she majored in Finance.

Guillaume Burg, Junior Credit Analyst at AXA IM Paris. Guillaume is currently working as Investment Analyst at AXA IM Paris. Prior to joining in 2016, Guillaume worked as analyst at Commerzbank

London within the Leveraged Finance International Origination team. Guillaume holds a Master's in Management and Master of Science in Corporate Finance from EDHEC Business School.

Hugo Salvadori, Junior Credit Analyst at AXA IM Paris. Hugo is currently an Investment Analyst at AXA IM Paris. Prior to joining in 2017, Hugo worked as an analyst in the Merchant Banking Group at BNP Paribas New York originating and structuring LBO transactions. Hugo is a graduate from ESSEC Business School where he earned a Master of Science degree in Corporate Finance. He also holds an Engineer's degree from ESIEE Paris.

Cyprien Lemasson, Junior Credit Analyst at AXA IM Paris. Cyprien is currently working as Investment Analyst at AXA IM Paris. Prior to joining in 2019, Cyprien worked as Leveraged Finance Analyst at Société Générale. Cyprien holds a Master Degree in Investment Banking and a degree in Mathematics applied to Economy from Université Paris Dauphine.

Ruben Oudjman, Junior Credit Analyst at AXA IM Paris after being two years within the US team. Ruben holds two Bachelors in Economics and Political Sciences and one Master of Science in Financial Engineering from University of Paris – La Sorbonne.

Matthew Leventhal, Senior Portfolio Manager at AXA IM (U.S. based). Matt has been involved in credit and credit markets for the last 18 years. He started his career as a middle market Asset Based and Leveraged Finance Banker at LaSalle Bank in Chicago. After graduating from business school, he moved to London where he was in Leveraged Finance before moving to markets where he traded Loans, High Yield Bonds and Derivatives. Matt was Head of European Loan Trading at Barclays London before moving to NY with Barclays to trade High Yield Bonds and Derivatives. Prior to joining AXA IM, he was a consultant at River Birch Capital working primarily on European Special Situations. Matt has a BS from Washington and Lee University and an MBA from the University of Chicago Booth School of Business.

Jayme Bokhari, Junior Portfolio Manager at AXA IM (U.S. based). Prior to joining AXA IM in 2017, Jayme was an Associate Portfolio Manager at BlackRock for the US Leveraged Loan team. Prior to BlackRock, Jayme spent three years at MJX Asset Management as a credit analyst. Jayme earned a Bachelor's degree in Finance from Roger Williams University.

Yumiko Licznerski, Head of US Credit Research Team at AXA IM (U.S. based). Yumiko is a senior research analyst with AXA IM. Prior to joining AXA IM Group in 2015, Yumiko was a Director in the Merchant Banking Group at BNP Paribas originating and structuring LBO transactions. She also spent eight years at Mizuho Financial Group in the Corporate Finance Group. Yumiko holds a M.A. from Columbia University.

Vera Fernholz, Senior Credit Analyst at AXA IM (U.S. based). Previously Vera worked in the Syndicated Loan and Risk Management/Workout groups at CIT Group for 5 years. Vera spent 8 years as an originator, credit analyst and portfolio manager in Private Placement and Leveraged Loans at Prudential Capital Group. She started her banking career as an assistant treasurer at Bankers Trust. Vera holds a B.A. Degree from Smith College and an M.B.A. from the Darden Business School of the University of Virginia.

Nicholas Christofer, Senior Credit Analyst at AXA IM (U.S. based). Prior to joining AXA IM, Nick worked as a Vice President in the Industry Verticals Group at Citizens Bank, covering leveraged loans in the TMT space for 2 years. He also spent 7 years in GE Capital's Bank Loan Group where he covered leveraged loans across a variety of sectors. Nick began his career in GE Capital's Financial Management Program, focused on credit underwriting and capital markets. Nick holds a BBA and MBA from the University of North Carolina at Chapel Hill.

Azher Raza, Senior Credit Analyst at AXA IM (U.S. based). Previously, Azher worked as a senior credit analyst at Telos Asset Management for 5.5 years. He also spent time as a research analyst at Otlet Capital and Normandy Hill Capital, two distressed credit focused hedge funds. Azher began his career as an investment banking analyst at Jefferies & Co, focused on leveraged finance and restructuring transactions. Azher holds a BBA in finance from the University of Texas at Austin.

Andrew Coxen, Senior Credit Analyst at AXA IM (U.S. based). Andrew is an analyst with 10 years of experience in leveraged finance and private debt. Prior to joining in 2018, Andrew was a Vice President at Modern Bank, a privately held family office bank located in NYC, where he was responsible for structuring and executing middle market leveraged loans as well as managing a portfolio of broadly syndicated leveraged loans. Prior to Modern Bank, Andrew was an Associate at Deloitte Transaction Advisory Services and a Credit Analyst at CapitalSource Bank. Andrew holds a B.A. in economics from the University of Maryland and holds the Chartered Financial Analyst designation.

Corey Grolemund, Senior Credit Analyst at AXA IM (U.S. based). Corey joined AXA IM in May 2022. Corey spent the bulk of his career in RBC Capital Markets' Healthcare Corporate Banking team, where he was primarily focused on structuring and executing leveraged finance transactions. He was also in similar roles at Citi and TD. Corey graduated from the University at Buffalo.

John Ellis, Junior Credit Analyst at AXA IM (U.S. based). Prior to joining AXA IM in June of 2022, John was a Credit Analyst at Palmer Square Capital Management, where he covered a portfolio of names across both the broadly syndicated loan and high yield bond markets. Prior to that, he started his career on Seaport Global Securities' E&P investment banking team. John holds a B.S. in Finance from Texas Christian University.

THE COLLATERAL ADMINISTRATOR AND THE INFORMATION AGENT

The information appearing in this section has been prepared by the Collateral Administrator and the Information Agent and has not been independently verified by the Issuer, the Arranger, the Initial Purchaser or any other party. The Issuer has taken reasonable care to ensure that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information provided by the Collateral Administrator and the Information Agent, no facts have been omitted which would render the reproduced information inaccurate or misleading. None of the Arranger, the Initial Purchaser or any other party other than the Collateral Administrator and the Information Agent assume any responsibility for the accuracy or completeness of such information.

The Bank of New York Mellon SA/NV, Dublin Branch is a banking corporation organised pursuant to the laws of Belgium, whose registered office is at Multi Tower Boulevard Anspachlaan 1, B-1000 Brussels, Belgium, acting through its Dublin Branch (registered in Ireland with branch number 907126) and having its registered branch office at Riverside 2, Sir John Rogerson's Quay, Grand Canal Dock, Dublin 2, Ireland.

THE RETENTION HOLDER AND RETENTION AND TRANSPARENCY REQUIREMENTS

The information appearing in the sections below headed "Description of the Retention Holder", "The Retention – Background", "Origination of Collateral Debt Obligations" and "Retention Holder Credit Granting and Selection of Assets" has been prepared by the Retention Holder and has not been independently verified by the Issuer, the Arranger, the Initial Purchaser or any other party. The Issuer has taken reasonable care to ensure that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information provided by the Retention Holder, no facts have been omitted which would render the reproduced information inaccurate or misleading. None of the Arranger, the Initial Purchaser or any other party other than the Retention Holder assumes any responsibility for the accuracy or completeness of such information.

Description of the Retention Holder

The Investment Manager shall act as the Retention Holder for the purposes of the Retention Requirements, subject as provided below.

The Retention

Background

On the Issue Date, the Retention Holder, acting on its own account, will execute the Risk Retention Letter between the Issuer, the Trustee, the Collateral Administrator, the Arranger and the Initial Purchaser.

The Retention Holder will continue to hold the Retention Notes, as described below, in its reasonable belief that it is an "originator", pursuant to the Retention Requirements.

The Investment Manager reasonably believes that it has established, and will manage, the CLO transaction described in this Offering Circular. The Investment Manager will also represent and warrant in the Investment Management and Collateral Administration Agreement, that the Originator Requirement (as defined below) has been satisfied on the Issue Date.

"**Conditional Sale Agreement**" means a conditional sale agreement dated 25 June 2024 between the Issuer as seller and the Investment Manager as purchaser in respect of certain Collateral Debt Obligations designated as Originated Assets.

"**Originated Assets**" means Collateral Debt Obligations (a) which the Retention Holder has undertaken to acquire from the Issuer pursuant to the Conditional Sale Agreement in the event that any such Collateral Debt Obligation becomes a Defaulted Obligation during the relevant Seasoning Period for such Collateral Debt Obligation, and (b) which the Investment Manager or its related entities were directly or indirectly involved in the original agreement which created such Collateral Debt Obligations.

"**Originator Requirement**" means the requirement which will be satisfied if, on the Issue Date:

(a) the Aggregate Principal Balance of all Originated Assets that have been originated by the Investment Manager; divided by

(b) the Target Par Amount,

is greater than or equal to 5.0 per cent.

"**Seasoning Period**" means the period of 15 calendar days commencing on the Seasoning Period Effective Date.

"**Seasoning Period Effective Date**" means with respect to each Originated Asset, 25 June 2024 or if the date when the Issuer (or the Investment Manager on its behalf) entered into a binding commitment to acquire such Originated Asset is later than 25 June 2024, the date such binding obligation was entered into.

On the basis of the paragraphs above, and the undertakings, representations, warranties and acknowledgements to be given by the Investment Manager set out below, the Investment Manager reasonably believes that it is an "originator" for the purposes of the Retention Requirements and is an eligible retainer for the purposes of the Retention Requirements.

Undertakings

Under the Risk Retention Letter, the Investment Manager will, for so long as any Class of Notes remains Outstanding, and subject as provided below:

(a) covenant and undertake:

(i) to subscribe for on the Issue Date, and to hold and retain thereafter, on an ongoing basis in its capacity as originator, a material net economic interest in the form specified in Article 6(3)(a) of the Securitisation Regulations in effect as of the Issue Date of not less than 5.0 per cent. of the outstanding nominal value of each of the tranches sold or transferred to investors on the Issue Date within the meaning of the Retention Requirements (the "**Retention Notes**");

(ii) that neither it nor its Affiliates will transfer the Retention Notes or sell, hedge or otherwise mitigate its credit risk under or associated with the Retention Notes or the underlying portfolio of Collateral Debt Obligations, except (i) with respect to such hedging or mitigation of credit risk, to the extent permitted by the Retention Requirements, and (ii) with respect to such transfer or sale, as provided below;

(iii) subject to any overriding regulatory requirements, to take such further reasonable action, provide such information relating to its holding of the Retention Notes, and enter into such other agreements, in each case as may reasonably be required by the Issuer to satisfy the Retention Requirements in force as at the Issue Date for so long as any Class of Notes remains Outstanding, *provided* that as regards the provision of information (i) such information is in the possession of the Retention Holder, and (ii) only to the extent the same is not subject to a duty of confidentiality, at the cost and expense of the party requesting such further action;

(iv) to provide to the Issuer, on a confidential basis, information in the possession of the Investment Manager, at the cost and expense of the party seeking such information, to the extent the same is not subject to a duty of confidentiality;

(v) to confirm its continued compliance with the covenants set out at paragraphs (a)(i) and (a)(ii) above:

(A) promptly upon reasonable request made in writing by any of the Issuer, the Trustee, the Collateral Administrator, the Arranger and the Initial Purchaser; and

(B) in any event on a monthly basis, on the Business Day prior to the date on which the Collateral Administrator compiles the Monthly Report, to the Issuer, the Trustee, the Collateral Administrator, the Arranger and the Initial Purchaser,

in each case in writing (which may be by way of e-mail and which confirmations the Investment Manager acknowledges may be included by the Collateral Administrator in any Monthly Report); and

(vi) that it shall immediately notify the Issuer, the Investment Manager, the Trustee, the Collateral Administrator, the Arranger and the Initial Purchaser in writing (which may be by way of email) if for any reason:

(A) it ceases to hold the Retention Notes in accordance with paragraph (a)(i) above;

(B) it fails to comply with the covenants set out in paragraphs (a)(i), (a)(ii) or (a)(iii) in any way; or

(C) any of the representations and warranties contained in the Risk Retention Letter fail to be true on any date;

(vii) that it is not an entity that has been established or that operates for the sole purpose of securitising exposures as further defined and set out in the Securitisation Regulations;

(b) acknowledge and confirm that the Investment Manager reasonably believes that it has established and is managing the transaction contemplated by the Transaction Documents; and

(c) represent that the Originator Requirement is satisfied on the Issue Date.

Notwithstanding the above, the Investment Manager may transfer the Retention Notes only:

(a) if and to the extent such transfer would not cause the transaction described in this Offering Circular to cease to be compliant with the Retention Requirements; and

(b) if such transfer is to a Person which will commit to retain the Retention Notes subject to and in accordance with the Retention Requirements and such Person enters into an agreement on terms substantially identical (*mutatis mutandis*) to those outlined above.

Without limitation to the above, upon a resignation or removal of the Investment Manager pursuant to the Investment Management and Collateral Administration Agreement:

(a) subject to satisfaction of the requirements in paragraphs (a) and (b) immediately above, the Retention Notes may be transferred to the replacement investment manager on the basis that such replacement investment manager shall be the Retention Holder; or

(b) otherwise, the Investment Manager shall remain the Retention Holder and be bound by the retention undertakings described above, notwithstanding that it will no longer act as investment manager with respect to the transaction described in this Offering Circular.

The Issuer, the Trustee, the Collateral Administrator (in the case of the Collateral Administrator, solely in connection with the Retention Holder's covenants referred to in sub-paragraphs (a)(v) and (vi) above), the Arranger and the Initial Purchaser are each parties to the Risk Retention Letter solely for the purposes of obtaining the benefit of the representations, warranties, covenants and undertakings contained therein and under no circumstances shall any of them be deemed to have undertaken any obligations thereunder or by virtue of their entry into the Risk Retention Letter.

With respect to the Retention Requirements, each prospective investor in the Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction are sufficient to comply with the Retention

Requirements or any other regulatory requirement. None of the Issuer, the Investment Manager, any Investment Manager Related Person, the Retention Holder, the Initial Purchaser, the Collateral Administrator, the Trustee, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose and no such Person shall have any liability to any prospective investor or any other Person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the Retention Requirements or any other applicable legal, regulatory or other requirements. Each prospective investor in the Notes which is subject to the Due Diligence Requirements or any other regulatory requirement should consult with its own legal, accounting and other advisors and/or its regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of which it is uncertain. See "*Risk Factors –Securitisation Regulations*" above, and "*Description of the Investment Management and Collateral Administration Agreement*" below.

The Retention Holder may, to the extent permitted under the Retention Requirements but will not have any obligation to change the quantum, method or nature of its holding of the Retention Notes as a result of any changes to the Retention Requirements following the Issue Date or any other changes to regulations or the interpretation thereof.

Origination of Collateral Debt Obligations

General

By way of background, the Securitisation Regulation definition of an "originator" refers to an entity which:

(a) itself or through related entities, directly or indirectly, was involved in the original agreement which created the obligations or potential obligations of the debtor or potential debtor giving rise to the exposures being securitised; or

(b) purchases a third party's exposures on its own account and then securitises them.

Article 2(4) of the EU Recast Risk Retention RTS and Article 3(4) of Commission Delegated Regulation (EU) No 625/2014 as it forms part of UK domestic law by virtue of the EUWA that, where the securitised exposures are created by multiple originators (as is the case in a managed CLO, where assets are acquired from numerous sellers in the market), the Retention Requirements may be fulfilled in full by a single originator in circumstances where the relevant originator has established and is managing the scheme.

Origination

The Investment Manager has entered into the Conditional Sale Agreement between the Investment Manager (as purchaser) and the Issuer (as seller). Pursuant to the terms of the Conditional Sale Agreement, the Issuer shall, in the event any Originated Asset subject of such Conditional Sale Agreement becomes a Defaulted Obligation within the Seasoning Period, have the right to require the Investment Manager to purchase from it the relevant Originated Asset for the same purchase price as the Issuer committed to purchase and settle such Originated Asset. The Investment Manager will ensure that, on or before the Issue Date, Originated Assets with an aggregate notional amount of not less than 5.0 per cent. of the Target Par Amount have been subject to the Seasoning Period under the terms of the Conditional Sale Agreement.

Transparency Requirements

The following description of the Transparency Requirements consists of a summary of certain provisions of the Transparency Requirements which does not purport to be complete and is qualified by reference to the detailed provisions of the Investment Management and Collateral Administration Agreement. Capitalised terms used in this section and not defined in this Offering Circular shall have the meaning given to them in the Investment Management and Collateral Administration Agreement.

In accordance with Article 7(2) of the Securitisation Regulation, each of the originator, the sponsor and the Issuer are required to designate amongst themselves one entity to fulfil the reporting obligations of Article 7(1) of the Securitisation Regulation. Pursuant to the Investment Management and Collateral Administration Agreement, the Issuer has undertaken to be designated as the entity (the "**Designated Reporting Entity**") responsible to fulfil the reporting obligations of Article 7(1) of the Securitisation Regulations and to adhere to its obligations in respect thereof.

The Investment Manager will at the expense of the Issuer and in accordance with the Investment Management and Collateral Administration Agreement, undertake to reasonably assist the Issuer in complying with its obligations under the Transparency Requirements, including by providing to the Collateral Administrator, the Reporting Agent (or any applicable third party reporting entity), subject to any confidentiality undertaking given by the Investment Manager or to which the Investment Manager is subject, any reports, data and other information, (i) which are in the possession of the Investment Manager, (ii) which are not subject to legal or contractual restrictions on disclosure (unless the relevant information can be summarised or disclosed in an anonymised form, in accordance with such legal or contractual restrictions on disclosure), and (iii) to which the Collateral Administrator (or any applicable third party reporting entity) does not otherwise have access (in the case of the Collateral Administrator, in the ordinary course of its collateral administration duties) or which are not otherwise in the Collateral Administrator's possession, required for compliance by the Issuer with the Transparency Requirements *provided* that the Investment Manager shall not be responsible or liable for failing to provide any reports, data and other information that the Investment Manager is unable to procure or source using reasonable efforts. The Issuer (or the Reporting Agent on its behalf) shall compile (x) each Loan Report and (y) each Investor Report and the Collateral Administrator shall, following receipt thereof from the Issuer (or the Reporting Agent on behalf of the Issuer), make available at the times required by the Securitisation Regulations (i) each Loan Report, (ii) each Investor Report (iii) each Inside Information Report; and (iv) each Significant Event Report, in each case via (A) the Reporting Website which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Investment Management and Collateral Administration Agreement or such other form as may be agreed between the Issuer, the Collateral Administrator and the Investment Manager from time to time, such certificate may be given electronically and upon which certification the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) that it is a Relevant Recipient and/or (B) such other method of dissemination as is required by the Securitisation Regulations or a Competent Authority (as instructed by the Issuer or the Investment Manager on its behalf and as agreed with the Collateral Administrator).

The Issuer with reasonable assistance of the Investment Manager shall procure that (i) any disclosure as required by Articles 7(1)(f) and 7(1)(g) of the Securitisation Regulation is published without delay and (ii) copies of the relevant Transaction Documents required to be disclosed pursuant to Article 7 of the Securitisation Regulation and this Offering Circular in final form are made available as soon as is reasonably practicable and in any event not later than five (5) Business Days following the issuance of the Notes).

The Issuer intends that this Offering Circular constitutes a transaction summary overview of the main features of the transaction contemplated herein for the purposes of Article 7(1)(c) of the Securitisation Regulations.

Neither the Investment Manager nor the Collateral Administrator assumes any responsibility for the Issuer's obligations as the entity responsible for fulfilling the reporting obligations under the Transparency Requirements. In making available such information and reporting, the Collateral Administrator also assumes no responsibility or liability to any third party, including the Noteholders and potential Noteholders (including for their use and/or onward disclosure of such information, documentation and reports), and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

Retention Holder Credit Granting and Selection of Assets

Comparable Assets

The Investment Manager has not selected Originated Assets to be transferred to, or acquired by, the Issuer with the intention of rendering losses on such assets, over a maximum period of four years, higher than the losses over the same period on comparable assets held on the balance sheet of the originator.

Credit Granting Criteria

As an entity established in a country outside of the European Union, the Investment Manager reasonably believes, in light of the information available to it, that it has granted all credits in respect of each Originated Asset on the basis of sound and well-defined criteria and has clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligors' creditworthiness.

See further "*Risk Factors – Relating to the Notes – Securitisation Regulation Requirements*" above.

THE PORTFOLIO

Terms used and not otherwise defined herein or in this Offering Circular as specifically referenced herein shall have the meaning given to them in Condition 1 (*Definitions*).

Introduction

Pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager is required or, as the case may be, authorised, to act in specific circumstances in relation to the Portfolio on behalf of the Issuer and to carry out the duties and functions described below. In addition, the Collateral Administrator is required to perform certain calculations in relation to the Portfolio on behalf of the Issuer, in each case to the extent and in accordance with the information provided to it by the Investment Manager.

Acquisition of Collateral Debt Obligations

The Investment Manager will determine and will use reasonable endeavours to cause to be acquired by the Issuer a portfolio of Secured Senior Loans, Secured Senior Bonds, Corporate Rescue Loans, Unsecured Senior Obligations, Mezzanine Obligations, Second Lien Loans and High Yield Bonds during the Initial Investment Period, the Reinvestment Period and thereafter. The Issuer anticipates that, by or on the Issue Date, the Investment Manager on its behalf will have purchased or committed to purchase Collateral Debt Obligations, the Aggregate Principal Balance of which equals at least approximately €330,000,000 representing approximately 94 per cent. of the Target Par Amount. A portion of the Collateral Debt Obligations may be sourced from one or more funds managed by the Investment Manager. Further, a large proportion of the Collateral Debt Obligations acquired on the Issue Date will be sourced from a third party fund that is unaffiliated to the Investment Manager and the Retention Holder.

During the Initial Investment Period, the Investment Manager acting on behalf of the Issuer, shall use all commercially reasonable efforts to purchase Collateral Debt Obligations (A) with an Aggregate Principal Balance (provided that, for the purposes of determining the Aggregate Principal Balance as provided above, any repayments or prepayments of any Collateral Debt Obligations not subsequently reinvested subsequent to the Issue Date shall be disregarded (to the extent such repayments or prepayments are not subsequently reinvested)) (together with any Collateral Debt Obligations previously acquired) equal to at least the Target Par Amount and (B) so that the Aggregate Collateral Balance is equal to at least the Target Par Amount. The Issuer does not expect and is not required to satisfy the Collateral Quality Tests, Portfolio Profile Tests, the Coverage Tests or the Reinvestment Overcollateralisation Test prior to the Effective Date. The Investment Manager may declare that the Initial Investment Period has ended and the Effective Date has occurred prior to 20 March 2025 (or, if such day is not a Business Day, the next following Business Day), subject to the Effective Date Determination Requirements being satisfied.

Any Trading Gains realised in respect of any Collateral Debt Obligation that the Investment Manager determines, in its discretion, shall be paid in to the Interest Account if the conditions listed in Condition 3(j)(ii)(R) are satisfied.

On or after the Effective Date but prior to the second Payment Date falling after the Effective Date, (x) the Balance standing to the credit of the Unused Proceeds Account will be transferred to the Principal Account and/or the Interest Account and (y) amounts standing to the credit of the Principal Account may be transferred to the Interest Account, in each case, at the discretion of the Investment Manager (acting on behalf of the Issuer), provided that, in respect of any transfer to the Interest Account (i) the Aggregate Collateral Balance equals or exceeds the Target Par Amount immediately prior to and

following such payment (*provided* that, for the purposes of determining the Aggregate Principal Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its S&P Collateral Value and its Fitch Collateral Value); (ii) the amount paid to the Interest Account pursuant to Condition 3(j)(i)(4) (Principal Account) and Condition 3(j)(iii)(4) (Unused Proceeds Account) in aggregate shall not exceed 1.0 per cent. of the Target Par Amount; (iii) for so long as any Notes are rated by Fitch, the Fitch Maximum Weighted Average Rating Factor Test is satisfied; (iv) for so long as any Notes are rated by S&P, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are S&P CCC Obligations; (v) for so long as any Notes are rated by Fitch, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fitch CCC Obligations;(vi) each of the Collateral Quality Tests and the Portfolio Profile Tests are satisfied; (vii) the Class F Par Value Test is satisfied and (viii) the ratings of each Class of Rated Notes on such date shall be no lower than each such rating prevailing on the Issue Date.

Within twenty Business Days following the Effective Date or, otherwise, as soon as reasonably practicable (which may be longer), the Collateral Administrator shall issue an Effective Date Report containing the information required in a Monthly Report, confirming whether the Issuer has acquired or entered into a binding commitment to acquire Collateral Debt Obligations having an Aggregate Principal Balance which equals or exceeds the Target Par Amount (provided that, for the purposes of determining the Aggregate Principal Balance as provided above, (I) the Principal Balance of any Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value and (II) any repayments or prepayments of any Collateral Debt Obligations subsequent to the Issue Date shall be disregarded, and the Issuer will provide, or cause the Investment Manager to provide confirmation of receipt to the Trustee and the Collateral Administrator (with a copy to the Investment Manager, if applicable), of an accountants' certificate confirming the Aggregate Principal Balance of all Collateral Debt Obligations purchased or committed to be purchased as at such date, the computations and results of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests by reference to such Collateral Debt Obligations.

The Investment Manager (acting on behalf of the Issuer) shall promptly, following receipt of the Effective Date Report, request that each of the Rating Agencies (to the extent not previously received) confirm its Initial Ratings of the Rated Notes; *provided* that if the Effective Date S&P Condition is satisfied then such Rating Agency Confirmation shall be deemed to have been given by S&P. If the Effective Date S&P Condition is not satisfied within 20 Business Days following the Effective Date, the Investment Manager shall promptly notify S&P. If (a) the Effective Date Determination Requirements are not satisfied and Rating Agency Confirmation has not been received in respect of such failure to satisfy any of the Effective Date Determination Requirements, and either: (i) the Investment Manager (acting on behalf of the Issuer) does not present a Rating Confirmation Plan to the Rating Agencies; or (ii) the Investment Manager (acting on behalf of the Issuer) does present a Rating Confirmation Plan to the Rating Agencies but a Rating Agency Confirmation is not received in respect of such Rating Confirmation Plan upon request therefor by the Investment Manager; or (b) the Effective Date S&P Condition has not been satisfied and following a request therefor from the Investment Manager after the Effective Date, Rating Agency Confirmation from the Rating Agencies is not received, an Effective Date Rating Event shall have occurred, provided that any downgrade or withdrawal of any of the Initial Ratings of the Rated Notes which is not directly related to a request for confirmation thereof or which occurs after confirmation thereof by the Rating Agencies shall not constitute an Effective Date Rating Event. If an Effective Date Rating Event has occurred and is continuing on the Determination Date prior to the Payment Date next following the Effective Date, the Rated Notes shall be redeemed, pursuant to Condition 7(e) (Redemption upon Effective Date Rating Event) on such Payment Date and thereafter on each Payment Date (to the extent required) out of Interest Proceeds and thereafter out of Principal Proceeds subject to the Priorities of Payment, until the earlier of: (x) the date on which the Effective Date Rating Event is no longer continuing; and (y) the

date on which the Rated Notes has been redeemed in full. The Investment Manager shall notify the Rating Agencies upon the discontinuance of an Effective Date Rating Event.

During such time as an Effective Date Rating Event shall have occurred and be continuing the Investment Manager (acting on behalf of the Issuer) may prepare and present to the Rating Agencies a Rating Confirmation Plan setting forth the timing and manner of acquisition of additional Collateral Debt Obligations and/or any other intended action which is intended to cause confirmation or reinstatement of the Initial Ratings. The Investment Manager (acting on behalf of the Issuer) is under no obligation whatsoever to present a Rating Confirmation Plan to the Rating Agencies.

Eligibility Criteria

Each Collateral Debt Obligation must, at the time of entering into a binding commitment to acquire such obligation by, or on behalf of, the Issuer, satisfy the following criteria (the "**Eligibility Criteria**") as determined by the Investment Manager in its reasonable discretion:

(a) it is a Secured Senior Loan, a Secured Senior Bond, a Corporate Rescue Loan, an Unsecured Senior Obligation, a Mezzanine Obligation, a Second Lien Loan or a High Yield Bond;

(b) it is (i) either: (x) denominated in Euro; or (y) denominated in a Qualifying Currency other than Euro and no later than the settlement date of the acquisition thereof the Issuer (or the Investment Manager on its behalf) enters into an Asset Swap Transaction with a notional amount in the relevant currency equal to the aggregate principal amount of such obligation and otherwise complies with the requirements set out in respect of such obligation in the Investment Management and Collateral Administration Agreement and, (ii) in all cases not convertible into or payable in any other currency;

(c) if such obligation were a Collateral Debt Obligation other than a Corporate Rescue Loan, a Current Pay Obligation or an obligation which is Uptier Priming Debt, it would not constitute a Defaulted Obligation (other than a Received Obligation received in a Bankruptcy Exchange) or a Credit Impaired Obligation;

(d) it is not a lease (including, for the avoidance of doubt, a finance lease);

(e) it is not a Structured Finance Security, a Letter of Credit or a Synthetic Security;

(f) it 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 amortisation or prepayment in each case at a price of less than par;

(g) it is not a Zero Coupon Security;

(h) it is not convertible into equity and it does not constitute Margin Stock;

(i) it is an obligation in respect of which, following acquisition thereof by the Issuer by the selected method of transfer, payments will not be subject to withholding tax imposed by any jurisdiction (other than withholding tax that may be payable with respect to FATCA and U.S. withholding taxes on commitment fees, amendment fees, waiver fees, consent fees, extension fees, or similar fees) under current market practice unless either: (i) such withholding tax can be eliminated or reclaimed by application being made under an applicable double tax treaty or otherwise; or (ii) the Obligor is required to make "gross-up" payments to the Issuer that cover the full amount of any such withholding on an after-tax basis; or (iii) the Issuer has taken a Participation in such

Collateral Debt Obligation from a Selling Institution which is able to pay interest payable under such Participation gross without withholding or deduction of tax;

(j) it is not a debt obligation whose repayment is subject to substantial non-credit related risk;

(k) it will not result in the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer other than those: (i) which may arise at its option; (ii) which are fully collateralised; (iii) which are subject to limited recourse provisions similar to those set out in the Trust Deed; (iv) which are owed to the agent bank in relation to the performance of its duties under a Collateral Debt Obligation; (v) which are associated with tax credits arising in connection with grossed-up payments made to the Issuer; (vi) which are Delayed Drawdown Collateral Debt Obligations or Revolving Obligations; or (vii) which may arise as a result of an undertaking to participate in a financial restructuring of a Collateral Debt Obligation where such undertaking is contingent upon the redemption in full of such Collateral Debt Obligation on or before the time by which the Issuer is obliged to enter into the Restructured Obligation and where the Restructured Obligation satisfies the Eligibility Criteria and for the avoidance of doubt, the Issuer is not liable to pay any amounts in respect of a Restructured Obligation, *provided* that, in respect of (vii) only, the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer following such restructuring shall not exceed the redemption amounts from such restructured Secured Senior Loan, Second Lien Loan or similar obligation;

(l) it will not require the Issuer or the Collateral to be registered as an investment company under the Investment Company Act;

(m) it is not subject to a tender offer, voluntary redemption, exchange offer, conversion or other similar action for a price less than its par amount plus all accrued and unpaid interest;

(n) unless such obligation is a Long-Dated Restructured Obligation, the Stated Maturity thereof falls prior to the Maturity Date of the Notes;

(o) its acquisition by the Issuer will not result in the imposition of stamp duty, stamp duty reserve tax or any other transfer duty or tax payable by or otherwise receivable from the Issuer, unless such stamp duty or stamp duty reserve tax may be considered as part of the purchase price of such Collateral Debt Obligation;

(p) upon acquisition, both (i) the Collateral Debt Obligation is capable of being, and will be, the subject of a first fixed charge, a first priority security interest or other arrangement having a similar commercial effect in favour of the Trustee for the benefit of the Secured Parties and (ii) (subject to (i) above) the Issuer (or the Investment Manager on behalf of the Issuer) has notified the Trustee if any Collateral Debt Obligation that is a bond is held through the Custodian but not held through Euroclear or does not satisfy the requirements relating to Euroclear collateral specified in the Trust Deed and has taken such action as the Trustee may require to effect such security interest;

(q) it is a "qualifying asset" for the purposes of Section 110 of the Taxes Consolidation Act 1997 of Ireland;

(r) it is an obligation of an Obligor or Obligors Domiciled in a Non-Emerging Market Country (as determined by the Investment Manager acting on behalf of the Issuer);

(s) it is capable of being sold, novated, assigned or participated to the Issuer, together with any associated security, in accordance with the provisions of the relevant Collateral Debt Obligation

without any breach of applicable selling or transfer restrictions or of any legal or contractual provisions or regulatory requirements and the Issuer does not require any authorisations, consents (other than those which it reasonably believes will be obtained or effected) as a result of or in connection with any such sale, assignment, novation or participation under any applicable law and the relevant Obligor cannot transfer its rights and/or obligations without the consent of the Issuer;

(t) it has not been called for, and is not subject to a pending redemption;

(u) it is not an obligation in respect of which interest payments are scheduled to decrease (although, other than with respect to Step-Down Coupon Securities, interest payments may decrease due to unscheduled events such as a decrease of the index relating to a Floating Rate Collateral Debt Obligation, the change from a default rate of interest to a non-default rate or an improvement in the Obligor's financial condition);

(v) it must require the consent of at least 50.0 per cent. of the lenders to the Obligor thereunder for any change in the principal repayment profile or interest applicable on such obligation (for the avoidance of doubt, excluding any changes originally envisaged in the loan documentation), *provided* that in the case of a Collateral Debt Obligation that is a bond, such percentage requirement shall refer to the percentage of holders required to approve a resolution on any such matter, either as a percentage of those attending a quorate bondholder meeting or as a percentage of all bondholders acting by way of a written resolution;

(w) it is not a Project Finance Loan;

(x) if it is a "registration-required obligation" as defined in section 163(f) of the Code, it is in registered form for U.S. federal income tax purposes;

(y) it is not the obligation of an Obligor which is a Restricted Corporation;

(z) it is not an obligation issued by an Obligor which has a total indebtedness of less than €150,000,000 (or its equivalent in another currency); *provided that*, (i) for the purposes of determining the total current indebtedness of any Asset Priming Obligor, the total current indebtedness of the Obligor thereof shall be deemed to include the total current indebtedness of the Obligor of the related Subject Asset and (ii) for the purposes of determining the total current indebtedness of an Obligor in respect of any Uptier Priming Debt where such Obligor is not the obligor of the related Subject Asset, the total current indebtedness of the Obligor of such Uptier Priming Debt shall be deemed to include the total current indebtedness of the Obligor of such related Subject Asset;

(aa) other than in the case of a Corporate Rescue Loan, a Current Pay Obligation or an obligation which is an Uptier Priming Debt, it has (i) a Fitch Rating not lower than "CCC-" and (ii) a S&P Rating of not lower than "CCC-";

(bb) it does not have an "(sf)" subscript assigned by S&P or an "f", "r", "p", "pi", "(sf)", "q" or "t" subscript assigned by Fitch;

(cc) it is acquired by the Issuer for a purchase price equal to or greater than 65.0 per cent. of its Principal Balance, unless such Collateral Debt Obligation is a Swapped Non-Discount Obligation, in which case 60.0 per cent;

(dd) it is not a specified mortgage (within the meaning of Section 110 of the TCA), units in an IREF (within the meaning of Part 27 of the TCA) or shares that derive their value, or the greater part of their value, directly or indirectly from Irish land;

(ee) it is an ESG Compliant Obligation; and

(ff) to the best of the knowledge of the Investment Manager, the Obligor or Obligors of such obligation are not: (i) designated as a Restricted Party or reasonably expected to become so designated; or (ii) currently involved in any publicly recorded claim, action, suit, proceedings or investigation with regard to Sanctions.

Other than (a) Issue Date Collateral Debt Obligations (which must satisfy the Eligibility Criteria on the Issue Date); and (b) Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor) which must satisfy the Restructured Obligation Criteria on the applicable Restructuring Date, the subsequent failure of any Collateral Debt Obligation to satisfy any of the Eligibility Criteria shall not prevent any obligation which would otherwise be a Collateral Debt Obligation from being a Collateral Debt Obligation so long as such obligation satisfied the Eligibility Criteria when the Issuer or the Investment Manager on behalf of the Issuer entered into a binding agreement to purchase such obligation, *provided* that Loss Mitigation Obligations must meet the Loss Mitigation Obligation Criteria but are not required to satisfy the Eligibility Criteria at the time of entering into a binding commitment to acquire such Loss Mitigation Obligation, but must satisfy the Eligibility Criteria when designated as a Collateral Debt Obligation.

For the avoidance of doubt, subject to each condition set out in paragraphs (a) to (j) of the definition of Bankruptcy Exchange being satisfied, any Received Obligation received as part of a Bankruptcy Exchange shall constitute a Collateral Debt Obligation.

"**Non-Emerging Market Country**" means any of Australia, Austria, Belgium, Bermuda, Bulgaria, Canada, the Cayman Islands, Croatia, the Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Liechtenstein, Lithuania, Luxembourg, Malta, The Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Serbia, Singapore, Slovenia, Spain, Sweden, Switzerland, United Kingdom (including the Channel Islands and the Isle of Man) or United States of America any other country that is a member of or accedes to the European Union; any other country, the foreign currency government bond rating of which is rated, at the time of acquisition of the relevant Collateral Debt Obligation, at least "BBB-" by S&P and the foreign currency country issuer rating of which is rated, at the time of acquisition of the relevant Collateral Debt Obligation, at least "BBB-" by Fitch; or any other country in respect of which, at the time of acquisition of the relevant Collateral Debt Obligation, Rating Agency Confirmation is received.

"**ESG Best Practices**" means the standards and methodologies, as may be determined from time to time by the Investment Manager (acting in its sole and absolute discretion), for assessing the environmental and social corporate governance impact and profile of an industry or an issuer of debt or financial instruments.

"**ESG Compliant Obligation**" means, any Collateral Debt Obligation which, as determined by the Investment Manager (having undertaken the applicable ESG Due Diligence Procedures and taking into consideration ESG Best Practices), and in their sole and absolute discretion (which may not be called into question at a later date), satisfies the ESG Eligibility Criteria as of the date of a binding commitment to purchase such Collateral Debt Obligation.

"**ESG Conduct Based Exclusions**" means:

(a) activities that are in violation of "The Ten Principles of the UN Global Compact";

(b) violations of "OECD Guidelines for Multinational Enterprises"; and

(c) Obligors that have been identified by the Investment Manager, as having corporate involvement in the end manufacture or manufacture of intended use components of biological and chemical weapons, anti-personnel land mines, or cluster munitions (as defined in the Biological and Toxin Weapons Convention of 1972, the Chemical Weapons Convention of 1993, the Anti-Personnel Landmines Convention of 1997, and/or the Convention on Cluster Munitions of 2010).

"**ESG Due Diligence Procedures**" means, on the date of, but prior to the Issuer (or the Investment Manager on its behalf) entering into a binding commitment to purchase a Collateral Debt Obligation, the Investment Manager will, with a view to determining satisfaction of ESG Eligibility Criteria, use commercially reasonable endeavours to undertake the following:

(a) review any due diligence materials available to prospective investors of the relevant obligor to the extent that such materials are reasonably available to the Investment Manager;

(b) attend investor presentations and/or conduct meetings with the management team of the relevant obligor;

(c) examine publicly available 3rd party information sources concerning the activities of the proposed obligor; and

(d) review relevant research undertaken by the Investment Manager's research team.

"**ESG Eligibility Criteria**" means for any Collateral Debt Obligation, the Obligor of such Collateral Debt Obligation, as determined at the sole and absolute discretion of the Investment Manager (which such determination may not be called into question at a later date) on such date of determination, does not undertake directly any ESG Excluded Business Activities.

"**ESG Excluded Business Activity**" means any of the following business activities:

(a) climate risks, defined as subject to the exclusion policy provided in the "AXA IM Climate Risks Policy" of the Investment Manager (as amended or otherwise modified and in effect from time to time);

(b) palm oil, defined as subject to the exclusion policy provided in the "AXA IM Ecosystem Protection & Deforestation Policy" of the Investment Manager (as amended or otherwise modified and in effect from time to time);

(c) controversial weapon, defined as subject to the exclusion policy provided in the "AXA IM Controversial weapons policy" of the Investment Manager (as amended or otherwise modified and in effect from time to time);

(d) soft commodities, defined as subject to the exclusion policy provided in the "AXA IM commodity derivatives policy" of the Investment Manager (as amended or otherwise modified and in effect from time to time);

(e) tobacco, defined as subject to the exclusion policy provided in the "AXA IM Tobacco Policy" of the Investment Manager (as amended or otherwise modified and in effect from time to time);

(f) white phosphorus weapons producers, defined as subject to the exclusion policy provided in the "AXA IM ESG Standards Policy" of the Investment Manager (as amended or otherwise modified and in effect from time to time);

(g) United Nations Global Compact ("**UNG**") violations, defined as subject to the exclusion policy provided in the "AXA IM ESG Standards Policy" of the Investment Manager (as amended or otherwise modified and in effect from time to time); and

(h) (i) ESG Conduct Based Exclusions and (ii) ESG Product Based Exclusions, in each case where, as determined in sole and absolute discretion of the Investment Manager (which may not be called into question at a later date), that in relation to an Obligor, such Obligor derives a material portion of revenues from such activities;

provided that in relation to paragraphs (a)-(g) above, such exclusion policies shall be subject to amendment by the Investment Manager without notice to or consent from the Issuer or any Noteholders.

"**ESG Product Based Exclusions**" means:

(a) (any Obligor that is involved in development, production, maintenance, trade in or stock-piling of weapons of mass destruction, including biological and chemical weapons, anti-personnel land mines, cluster munitions, depleted uranium, nuclear weapons, radiological weapons and white phosphorus;

(b) any Obligor that is involved in the trade of illegal drugs or narcotics, including recreational cannabis;

(c) any Obligor that generates any revenues from manufacture or trade in pornographic materials or content, or prostitution-related activities;

(d) any Obligor that generates any revenue from payday lending;

(e) any Obligor which is an electrical utility where carbon intensity is greater than 100g CO2/kWh, or where carbon intensity is not disclosed, it generates more than (i) 1.0 per cent. of its electricity from thermal coal, (ii) 10.0 per cent. of its electricity from liquid fuels (oils), (iii) 50.0 per cent. of its electricity from natural gas, or (iv) 0.0 per cent. of its electricity from nuclear generation. Any utilities with expansion plans that would increase their negative environmental impact are also excluded;

(f) any involvement in tobacco production, or any obligor that is classified as "tobacco" by S&P & GICs; or any Obligor that generates more than 5% of revenues from the sale of tobacco or tobacco products, including e-cigarettes;

(g) any Obligor that generates more than 1.0 per cent. of revenues from:

(i) sale or extraction of thermal coal or coal based power generation;

(ii) sale or extraction of oil sands;

(iii) extraction of fossil fuels from unconventional sources (including Artic drilling, shale oil and shale gas (or other fracking activities));

(h) any Obligor that generates more than 10.0 per cent. of revenues from sale or production of civilian firearms;

(i) any Obligor that engages in the production of soy, cattle or timber and such obligor engages in practices in land use and biodiversity that are "significantly" controversial and are found to have a "critical" impact on deforestation or who derives more than 10% of revenues from energy production activities that results in deforestation;

(j) any Obligor whose Primary Business Activity is: (i) exploration, production, drilling or extraction of oil & gas; (ii) providing storage facilities and transportation facilities for oil and gas; (iii) providing pipelines or infrastructure intended for use in the oil and gas life cycle; (iv) or which has oil and gas expansion plans that would increase their negative environmental impact;

(k) any Obligor involved in the genetic modification of animals or the use of wild animals for entertainment or commercial purposes, including any operations that exploit or genetically alter animals in ways that could harm their welfare or disrupt natural ecosystems; and

(l) any Obligor involved in gambling operations (including online casino and gambling operations, gambling software and the marketing of online gambling); provided that up to 2.5% of the Aggregate Collateral Balance may consist of Collateral Debt Obligations of Obligors whose business involves such activities,

provided that any Obligor that is captured by any limb of this definition shall be considered a "Prohibited Obligor", unless the Investment Manager has a reasonable basis to believe that the obligor will imminently end its involvement in the relevant activity; provided further that any business that does business with or provides support services to such company, including, without limitation, payment platforms, web hosting services, transport services and/or general retail, shall not constitute a Prohibited Obligor, unless its sole business function is to provide support services to such company. Furthermore, any business that is only engaged in the production and/or sale of computer technology, communications equipment, software, medical supplies, vaccines or similar items or any other product or component that is potentially suitable for use with respect to a Prohibited Obligor will not constitute a Prohibited Obligor.

"**Letter of Credit**" means a contract under which a bank, at the request of a buyer on the sale of specific goods, agrees to pay the beneficiary on the sale contract (such party being the seller in connection with the sale of specific goods), a certain amount against the presentation of specified documents relating to those goods.

"**Project Finance Loan**" means a loan obligation under which the obligor is obliged to make payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of payments) on revenues arising from infrastructure assets, including, without limitation:

(a) the sale of products, such as electricity, water, gas or oil, generated by one or more infrastructure assets in the utility industry by a special purpose entity; and

(b) fees charged in respect of one or more highways, bridges, tunnels, pipelines or other infrastructure assets by a special purpose entity,

in each case, where the sole activity of such special purpose entity is the ownership and/or management of such asset or assets and the acquisition and/or development of such asset by the special purpose entity was effected primarily with the proceeds of debt financing made available to it on a limited recourse basis.

"**Primary Business Activity**" means in relation to a consolidated group of companies, where such group derives more than 50% of its revenues from the relevant business, trade or production (as

applicable) at the time of purchase of the obligation as determined by the Investment Manager in its sole and absolute discretion.

"**Restricted Corporation**" means a corporation that either:

(a) is involved in the development, production, use, maintenance, offering for sale, distribution, financing, import or export, assistance, research and technology, storage or transportation of Restricted Weapons or their key components (solely designated for Restricted Weapons); or

(b) is more than 50.0 per cent. owned by a corporation that satisfies paragraph (a) above. Regarding the issuers of bonds, the parent of the issuer is not automatically excluded unless it is a shareholder of at least 50.0 per cent. of the excluded company or it is itself involved in Restricted Weapons directly.

The Investment Manager updates its exclusion list including such Restricted Corporations on an annual basis and from time to time, at its discretion.

"**Restricted Party**" means any Person that is: (a) listed on, or owned or controlled by a person listed on, a Sanctions List; (b) a government of a Sanctioned Country; (c) an agency or instrumentality of, or an entity directly or indirectly owned or controlled by, a government of a Sanctioned Country; (d) Domiciled in a Sanctioned Country; or (e) to the best knowledge of the Issuer or the Investment Manager, otherwise a target of Sanctions.

"**Restricted Weapon**" means any of the following:

(a) a weapon that is the subject of the Convention on the Prohibition of the Development, Production and Stockpiling of Bacteriological (Biological) and Toxin Weapons and on their Destruction, the Chemical Weapons Convention, the Mine-Ban Convention, or the Convention on Cluster Munitions;

(b) a munition that contains depleted uranium; or

(c) a nuclear weapon used by a country that is not recognised as a "nuclear-weapon state" by the Treaty on the Non-Proliferation of Nuclear Weapons.

More information on the investments restrictions policy of the Investment Manager is available on the website of the AXA IM Group.

"**Sanctioned Country**" means a country or territory which is, or whose government is, at any time subject to Sanctions broadly prohibiting dealings with such government, country, or territory.

"**Sanctions**" means economic or financial sanctions, trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by any Sanctions Authority.

"**Sanctions Authority**" means: (a) the United States; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) the respective governmental institutions of any of the foregoing including, without limitation, His Majesty's Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.

"**Sanctions List**" means any of the lists of specifically designated nationals or designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time.

"**Step-Down Coupon Security**" means a security: (a) which does not pay interest over a specified period of time ending on its maturity, but which does provide for the payment of interest before such specified period; or (b) the interest rate of which decreases over a specified period of time other than due to the decrease of the floating rate index applicable to such security.

"**Step-Up Coupon Security**" means a security: (a) which does not pay interest over a specified period of time ending prior to its maturity, but which does provide for the payment of interest after the expiration of such specified period; or (b) the interest rate of which increases over a specified period of time other than due to the increase of the floating rate index applicable to such security.

"**Structured Finance Security**" means any debt security which is secured directly, or represents the ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including, without limitation, collateralised bond obligations, collateralised loan obligations or any similar asset-backed security.

"**Synthetic Security**" means a security or swap transaction (other than a Letter of Credit or a Participation) that has payments of interest or principal on a reference obligation or the credit performance of a reference obligation.

"**Zero Coupon Security**" means a security (other than a Step-Up Coupon Security) that, at the time of determination, does not provide for periodic payments of interest.

Restructured Obligations

If a Collateral Debt Obligation becomes the subject of a restructuring whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor and, for the avoidance of doubt, such restructuring is in connection with an insolvency, bankruptcy, reorganisation, debt restructuring or workout of the Obligor thereof, such obligation shall only constitute a Restructured Obligation if such obligation has a Fitch Rating and a S&P Rating and satisfies each of the criteria comprising the Eligibility Criteria other than the criteria set out at paragraphs (c), (i), (n), (o), (z), (aa) and (cc) on the related Restructuring Date, *provided* that in the case of any Uptier Priming Debt, obligation issued by an Asset Priming Obligor, Received Obligation or Restructured Obligation with a Stated Maturity falling on or after the Maturity Date of the Notes (a "**Long-Dated Restructured Obligation**") not more than 2.5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its S&P Collateral Value and its Fitch Collateral Value) shall consist of Long-Dated Restructured Obligations (such applicable criteria, the "**Restructured Obligation Criteria**").

With regard to paragraph (m) of the Eligibility Criteria, to the extent that the Restructured Obligation is tendered at an amount which is less than its outstanding principal amount, it shall be carried at that tendered value in the Collateral Quality Tests, the Coverage Tests, the Reinvestment Overcollateralisation Test and the Portfolio Profile Tests, so long as the tender option is still available. For the avoidance of doubt, a Cashless Loan shall be treated as the acquisition by the Issuer of a new Collateral Debt Obligation and not as the acquisition of a Restructured Obligation.

"**Cashless Loan**" means a loan obligation which is the reconstitution of a Collateral Debt Obligation that does not involve the receipt by the Issuer of a principal repayment in exchange for the new loan obligation. For the avoidance of doubt a Collateral Debt Obligation, or Participation thereof that is the subject of a Maturity Amendment (as defined below) shall not by virtue of the Maturity Amendment alone, constitute a Cashless Loan.

Notwithstanding the foregoing, and notwithstanding any other provision of the Investment Management and Collateral Administration Agreement which imposes any restrictions or conditions on the sale or disposal of Collateral Debt Obligations, the Investment Manager, acting on behalf of the Issuer, shall use commercially reasonable endeavours to sell each Collateral Debt Obligation in the event that it determines in its sole discretion, at any time after the date of acquisition thereof, that such Collateral Debt Obligation (contrary to the opinion of the Investment Manager at such time) did not in fact satisfy one or more of the Eligibility Criteria at the time of acquisition thereof, *provided* that this shall not in any way lessen the obligation of the Investment Manager to ensure that each Collateral Debt Obligation satisfies each of the Eligibility Criteria upon entering into a binding commitment thereof in accordance with the standard of care specified in the Investment Management and Collateral Administration Agreement.

Management of the Portfolio

Overview

The Investment Manager (acting on behalf of the Issuer) is permitted, in certain circumstances and subject to certain requirements set out in the Investment Management and Collateral Administration Agreement, to sell Collateral Debt Obligations, Loss Mitigation Obligations and Exchanged Equity Securities and to reinvest the Sale Proceeds (other than accrued interest on such Collateral Debt Obligations included in Interest Proceeds by the Investment Manager) thereof in Substitute Collateral Debt Obligations.

Prior to the proposed sale of Collateral Debt Obligations, Loss Mitigation Obligations and/or Exchanged Equity Securities, or reinvestment in Substitute Collateral Debt Obligations, the Investment Manager shall notify the Collateral Administrator of all necessary details (to the extent available to the Investment Manager) of the Collateral Debt Obligation, Loss Mitigation Obligation or Exchanged Equity Security proposed to be sold (as applicable) and the proposed Substitute Collateral Debt Obligation to be purchased and the Collateral Administrator (on behalf of the Issuer) shall determine and shall provide confirmation of whether the Portfolio Profile Tests and Reinvestment Criteria which are required to be satisfied, maintained or improved (as applicable) in connection with any such sale or reinvestment are satisfied, maintained or improved (as applicable) or, if any such criteria are not satisfied, maintained or improved (as applicable), shall notify the Issuer and the Investment Manager of the reasons and the extent to which such criteria are not so satisfied, maintained or improved (as applicable).

The Investment Manager will determine and use reasonable endeavours to cause to be purchased by the Issuer, Collateral Debt Obligations (including all Substitute Collateral Debt Obligations) taking into account the Eligibility Criteria and, where applicable, the Reinvestment Criteria and will monitor the performance of the Collateral Debt Obligations on an ongoing basis to the extent practicable using sources of information reasonably available to it and *provided* that the Investment Manager shall not be responsible for determining whether or not the terms of any individual Collateral Debt Obligation have been observed.

The activities referred to below that the Investment Manager may undertake on behalf of the Issuer are subject to the Issuer's monitoring of the performance of the Investment Manager under the Investment Management and Collateral Administration Agreement.

Sale of Collateral Debt Obligations

Terms and Conditions applicable to the Sale of Credit Impaired Obligations, Credit Improved Obligations, Loss Mitigation Obligations and Defaulted Obligations

Credit Impaired Obligations, Loss Mitigation Obligations, Credit Improved Obligations and Defaulted Obligations may be sold at any time by the Investment Manager (acting on behalf of the Issuer) subject to:

(a) the Investment Manager's knowledge, without the need for inquiry or investigation, that no Event of Default has occurred which is continuing; and

(b) the Investment Manager certifying to the Trustee and the Collateral Administrator (upon which certificate the Trustee and the Collateral Administrator may rely absolutely and without enquiry or liability) that it believes, in its reasonable business judgment, that such security constitutes a Credit Impaired Obligation, a Loss Mitigation Obligation, a Credit Improved Obligation or a Defaulted Obligation as the case may be.

Terms and Conditions applicable to the Sale of Exchanged Equity Securities

Any Exchanged Equity Security may be sold at any time by the Investment Manager in its discretion (acting on behalf of the Issuer) and the Sale Proceeds (other than accrued interest on such Collateral Debt Obligations included in Interest Proceeds by the Investment Manager) reinvested in Substitute Collateral Debt Obligations, subject to the Investment Manager's knowledge, having made all reasonable enquiries to ensure the same is true, no Event of Default having occurred which is continuing.

In addition to any discretionary sale of Exchanged Equity Securities as provided above, the Investment Manager shall be required by the Issuer to use its commercially reasonable efforts to sell (on behalf of the Issuer) any Exchanged Equity Security which constitutes Margin Stock, as soon as practicable upon its receipt or upon its becoming Margin Stock (as applicable).

Discretionary Sales

The Issuer or the Investment Manager (acting on behalf of the Issuer) may dispose of any Collateral Debt Obligation (other than a Credit Improved Obligation, a Credit Impaired Obligation, a Loss Mitigation Obligation, a Defaulted Obligation or an Exchanged Equity Security, each of which may only be sold in the circumstances provided above) at any time *provided* that:

(a) no Event of Default has occurred which is continuing;

(b) on and following the Effective Date, after giving effect to such sale, the Aggregate Principal Balance outstanding of all Collateral Debt Obligations sold as described in this paragraph during the preceding 12 calendar months (or, for the first twelve calendar months after the Effective Date, during the period commencing on the Effective Date and ending on the date of determination) is not greater than 30 per cent. of the Aggregate Collateral Balance as of the first day of such twelve calendar month period (or as of the Effective Date, as the case may be);

(c) either:

(i) during the Reinvestment Period, the Investment Manager reasonably believes prior to such sale that it will be able to enter into one or more binding commitments to reinvest all or a portion of the proceeds of such sale in one or more additional Collateral Debt

Obligations within 60 calendar days after the settlement of such sale in accordance with the Reinvestment Criteria (to the extent applicable); or

(ii) any time, either: (A) the Sale Proceeds from such sale are at least equal to the Principal Balance of such Collateral Debt Obligation; or (B) after giving effect to such sale, the Aggregate Principal Balance outstanding of all Collateral Debt Obligations (excluding the Collateral Debt Obligation being sold but including, without duplication, the Sale Proceeds of such sale) (for which purpose, the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value) plus, without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account (including Eligible Investments therein) will be greater than (or equal to) the Reinvestment Target Par Balance (as defined below); and

(d) during the Reinvestment Period, the Investment Manager uses all reasonable efforts to reinvest such Sale Proceeds within 90 Business Days of the settlement of such sale and in any case, prior to the expiry of the Reinvestment Period. In the event such Sale Proceeds are not reinvested before the Payment Date falling immediately after the end of such 90 Business Day period, such amounts shall only remain credited to the Principal Account, as applicable, for the purpose of reinvestment to the extent no payments are required to be made on such Payment Date in respect of a failure to satisfy any Coverage Test.

For the purposes of determining the percentage of Collateral Debt Obligations sold during any such period as discretionary sales in accordance with the foregoing, the amount of any Collateral Debt Obligations sold will be reduced to the extent of any purchases of Collateral Debt Obligations of the same obligor (which are *pari passu* or senior to such sold Collateral Debt Obligation) made within 30 calendar days of such sale so long as any such Collateral Debt Obligation was sold with the intention of purchasing a Collateral Debt Obligation of the same obligor (which would be *pari passu* or senior to such sold Collateral Debt Obligation); *provided* that for the purposes of such determination, Secured Senior Loans and Secured Senior Bonds shall be deemed to be *pari passu*.

Sale of Collateral Prior to Maturity Date

If: (i) any redemption of the Rated Notes in whole is scheduled to occur prior to the Maturity Date; (ii) notification is received from the Trustee of enforcement of the security over the Collateral; or (iii) the Maturity Date occurs or is shortly to occur, the Investment Manager (acting on behalf of the Issuer) shall (or in the case of (ii) if requested by the Trustee following the enforcement of such security), as far as practicable, arrange for liquidation of the Collateral in order to procure that the proceeds thereof are in immediately available funds by the Business Day prior to the applicable Redemption Date or Maturity Date as applicable and sell all or part of the Portfolio, as applicable, in accordance with Condition 7 (*Redemption and Purchase*) and the Investment Management and Collateral Administration Agreement but without regard to the limitations set out in "*Sale of Collateral Debt Obligations*" above or the Reinvestment Criteria (which will include any limitations or restrictions set out in the Conditions and the Trust Deed).

Bankruptcy Exchange

At any time during the Reinvestment Period, the Issuer (or the Investment Manager on behalf of the Issuer) may enter into a Bankruptcy Exchange, subject to the limitations contained in the definition of "Bankruptcy Exchange". The acquisition of any Received Obligations in a Bankruptcy Exchange (other than in respect of paragraph (i) of the definition thereof) shall not be subject to the Reinvestment Criteria.

Reinvestment of Collateral Debt Obligations

"**Reinvestment Criteria**" means, during the Reinvestment Period, the criteria set out under "*During the Reinvestment Period*" below and following the expiry of the Reinvestment Period, the criteria set out below under "*Following the Expiry of the Reinvestment Period*". The Reinvestment Criteria shall not apply prior to the Effective Date or in the case of a Collateral Debt Obligation which has been restructured on and following the point at which such restructuring has become binding on the holders thereof (whether or not such obligation would constitute a "Restructured Obligation") but shall apply upon the designation of a Loss Mitigation Obligation as a Collateral Debt Obligation, *provided* that, for the avoidance of doubt, if a restructured obligation (whether or not constituting a "Restructured Obligation") is subsequently sold by the Investment Manager or Unscheduled Principal Proceeds or Scheduled Principal Proceeds are received in connection with such restructured obligation, any reinvestment of the Sale Proceeds, Unscheduled Principal Proceeds or Scheduled Principal Proceeds (as applicable) shall be subject to the Reinvestment Criteria. The acquisition of any Received Obligations in a Bankruptcy Exchange (other than in respect of paragraph (j) of the definition thereof) shall not be subject to the Reinvestment Criteria.

During the Reinvestment Period

During the Reinvestment Period, the Investment Manager (acting on behalf of the Issuer) may, at its discretion, reinvest any Principal Proceeds in the purchase of Substitute Collateral Debt Obligations *provided* that immediately after entering into a binding commitment to acquire such Collateral Debt Obligation and taking into account existing commitments, the criteria set out below, must be satisfied:

(a) to the Investment Manager's knowledge, no Event of Default has occurred that is continuing at the time of such purchase;

(b) following the Effective Date, the Coverage Tests (or in the case of Interest Coverage Tests, on or after the Determination Date immediately preceding the second Payment Date) are satisfied or if (other than with respect to the reinvestment of any proceeds received upon the sale of, or as a recovery on, any Defaulted Obligation) as calculated immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation the Principal Proceeds of which are being reinvested, any Coverage Test was not satisfied, the coverage ratio relating to such test will be maintained or improved after giving effect to such reinvestment than it was immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;

(c) in the case of a Substitute Collateral Debt Obligation purchased with Sale Proceeds of a Credit Impaired Obligation or a Defaulted Obligation either:

  (i) the Aggregate Principal Balance of all Substitute Collateral Debt Obligations purchased with such Sale Proceeds shall at least equal such Sale Proceeds; or

  (ii) the sum of:

    (A) the Aggregate Principal Balance of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation) (for which purpose, the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value); and

(B) amounts standing to the credit of the Principal Account and the Unused Proceeds Account (including any Eligible Investments representing Principal Proceeds (save for interest accrued on Eligible Investments))

is greater than the Reinvestment Target Par Balance;

(d) in the case of a Substitute Collateral Debt Obligation purchased with Sale Proceeds of a Credit Improved Obligation either:

(i) the Aggregate Principal Balance shall be maintained or improved after giving effect to such reinvestment when compared with the Aggregate Principal Balance immediately prior to the sale of the relevant Credit Improved Obligation; or

(ii) the sum of:

(A) the Aggregate Principal Balance of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation) (for which purpose, the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value); and

(B) amounts standing to the credit of the Principal Account and the Unused Proceeds Account (including any Eligible Investments representing Principal Proceeds (save for interest accrued on Eligible Investments))

is greater than the Reinvestment Target Par Balance;

(e) either: (i) each of the Portfolio Profile Tests and the Collateral Quality Tests will be satisfied; or (ii) if any of the Portfolio Profile Tests or Collateral Quality Tests are not satisfied, such test will be maintained or improved after giving effect to such reinvestment when compared with the position immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;

(f) the date on which the Issuer (or the Investment Manager acting on behalf of the Issuer) enters into a binding commitment to purchase such Collateral Debt Obligation occurs during the Reinvestment Period; and

(g) with respect to the reinvestment of Sale Proceeds, Scheduled Principal Proceeds or Unscheduled Principal Proceeds (other than Sale Proceeds from Credit Improved Obligations, Credit Impaired Obligations, Defaulted Obligations and Exchanged Equity Securities) either:

(i) the Aggregate Principal Balance of all Collateral Debt Obligations shall be maintained or improved after giving effect to such reinvestment when compared with the Aggregate Principal Balance immediately prior to the sale that generates such Sale Proceeds or the receipt of Unscheduled Principal Proceeds; or

(ii) after giving effect to such sale or the receipt of Unscheduled Principal Proceeds, the sum of:

(A) the Aggregate Principal Balance of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold or in respect of which Unscheduled Principal Proceeds are being received but including, without

duplication, the Substitute Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale or prepayment that are not applied to the purchase of such Substitute Collateral Debt Obligations) (for which purpose, the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and its Fitch Collateral Value); and

(B) amounts standing to the credit of the Principal Account and the Unused Proceeds Account (including any Eligible Investments representing Principal Proceeds (save for interest accrued on Eligible Investments)),

is greater than the Reinvestment Target Par Balance,

provided that, for the avoidance of doubt, with respect to any Collateral Debt Obligations for which the trade date has occurred during the Reinvestment Period but which settle after such date, the purchase of such Collateral Debt Obligations shall be treated as a purchase made during the Reinvestment Period.

Following the Expiry of the Reinvestment Period

Following the expiry of the Reinvestment Period, Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Improved Obligations and Credit Impaired Obligations, only, may be reinvested by the Investment Manager (acting on behalf of the Issuer) in one or more Substitute Collateral Debt Obligations, in each case *provided* that:

(a) the Aggregate Principal Balance of Substitute Collateral Debt Obligations equals or exceeds, in the case of Sale Proceeds from the sale of Credit Impaired Obligations, such Sale Proceeds;

(b) (i) in the case of Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Improved Obligations, the Aggregate Principal Balance of Substitute Collateral Debt Obligations equals or exceeds the Aggregate Principal Balance of the related Collateral Debt Obligations that produced such Unscheduled Principal Proceeds or Sale Proceeds, as the case may be or (ii) in the case of Sale Proceeds from the sale of Credit Improved Obligations, the Aggregate Collateral Balance (for such purpose, the Principal Balance of all Defaulted Obligations shall be the lower of their S&P Collateral Value and their Fitch Collateral Value) after giving effect to such purchases is greater than or equal to the Reinvestment Target Par Balance;

(c) each Coverage Test is satisfied before and after giving effect to such reinvestment;

(d) either: (i) the Portfolio Profile Tests (other than Portfolio Profile Tests (i) and (j)) and the Collateral Quality Tests (except the S&P CDO Monitor Test) are satisfied after giving effect to such reinvestment; or (ii) if any such test was not satisfied immediately prior to such reinvestment, such test will be satisfied after giving effect to such reinvestment or will be maintained or improved after giving effect to such reinvestment when compared with the results of such tests immediately prior to the sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;

(e) to the Investment Manager's knowledge, no Event of Default has occurred that is continuing at the time of such reinvestment;

(f) the Stated Maturity of each Substitute Collateral Debt Obligation is the same as or earlier than the Stated Maturity of the Collateral Debt Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds;

(g) a Restricted Trading Period is not currently in effect;

(h) after giving effect to such reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance (for which purpose, the Principal Balance of each Defaulted Obligation shall be zero) shall consist of obligations which are Fitch CCC Obligations;

(i) after giving effect to such reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance (for which purpose, the Principal Balance of each Defaulted Obligation shall be zero) shall consist of obligations which are S&P CCC Obligations; and

(j) (i) such Substitute Collateral Debt Obligation(s) (which may include multiple acquisitions as part of a Trading Plan) have the same or higher S&P Rating as the Collateral Debt Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds or (ii) for so long as any Notes rated by S&P are Outstanding, the S&P CDO Monitor SDR is no greater following such reinvestment.

Following the expiry of the Reinvestment Period, any Unscheduled Principal Proceeds, any Sale Proceeds from the sale of Credit Impaired Obligations and any Sale Proceeds from the sale of Credit Improved Obligations that have not been reinvested as provided above prior to the later of (x) 45 calendar days following receipt by the Issuer and (y) the end of the Due Period in which such proceeds were received shall be paid into the Principal Account and disbursed in accordance with the Principal Proceeds Priority of Payments on the following Payment Date (subject as provided in the proviso at the end of this paragraph), save that the Investment Manager (acting on behalf of the Issuer) may in its discretion procure that Unscheduled Principal Proceeds, Sale Proceeds from the sale of any Credit Impaired Obligations and Sale Proceeds from the sale of any Credit Improved Obligations are paid into the Principal Account and designated for reinvestment in Substitute Collateral Debt Obligations, in which case such Principal Proceeds shall not be so disbursed in accordance with the Principal Proceeds Priority of Payments for so long as they remain so designated for reinvestment but for no longer than the end of the following Due Period; *provided* that, in each case where any of the applicable Reinvestment Criteria are not satisfied as of the Payment Date next following receipt of such Sale Proceeds or Unscheduled Principal Proceeds, all such funds shall be paid into the Principal Account and disbursed in accordance with the Principal Proceeds Priority of Payments and such funds shall be applied only in redemption of the Notes in accordance with the Priorities of Payment.

Loss Mitigation Obligations and Loss Mitigation Obligation Criteria

Subject to compliance with the U.S. Tax Guidelines or alternatively written advice of Allen Overy Shearman Sterling US LLP or an opinion of other nationally recognized U.S. tax counsel to the effect that such action, when considered in light of the other activities of the Issuer, 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, and notwithstanding anything to the contrary in the Investment Management and Collateral Administration Agreement, the Issuer may purchase (including by way of any exercise of any warrant or similar right) a Loss Mitigation Obligation at any time subject to such purchase meeting the following criteria (the "**Loss Mitigation Obligation Criteria**") at the time of entering into a binding commitment to acquire such obligation, in each case as determined by the Investment Manager in its sole and absolute discretion acting in accordance with the Standard of Care:

(a) the purchase of such obligation is reasonably necessary to enhance the recovery value of the related Defaulted Obligation or the related Credit Impaired Obligation, as applicable;

(b) solely with respect to the proposed purchase of such obligation using Principal Proceeds, (i) immediately following such purchase each Par Value Test and the Reinvestment Overcollateralisation Test shall be satisfied; (ii) the LMO Target Par Balance Condition shall be satisfied immediately following the purchase of any such obligation or, if not satisfied, the amount of Principal Proceeds to be applied in such purchase does not exceed the outstanding principal balance of the related Defaulted Obligation or Credit Impaired Obligation as at the time when it became a Defaulted Obligation or a Credit Impaired Obligation; and (iii) the obligation to be acquired (x) ranks senior to, or *pari passu* with the related Defaulted Obligation or Credit Impaired Obligation, (y) is not an Extended Loss Mitigation Obligation and (z) has a par value equal to or greater than its purchase price;

(c) solely with respect to the proposed purchase of such obligation using Interest Proceeds, (i) such purchase would not cause the deferral of interest of any Class of Notes on the immediately succeeding Payment Date on a pro forma basis taking into account the payment of each of the items reasonably anticipated to be payable on the next Payment Date under paragraphs (A) to (U) (inclusive) of the Interest Proceeds Priority of Payments and (ii) in the Investment Manager's reasonable judgement, the Coverage Tests will be satisfied on the Determination Date in respect of the next following Payment Date;

(d) upon the acquisition of any Loss Mitigation Obligation which provides for further advances or other extensions of credit under its Underlying Instruments on a term or revolving basis, the Issuer shall deposit (or procure the deposit) into the Unfunded Revolver Reserve Account amounts equal to the principal amount of the Unfunded Amount under such Loss Mitigation Obligation (which Unfunded Amounts will be treated as part of the purchase price for the related Loss Mitigation Obligation). To the extent required, the Issuer, or the Investment Manager acting on its behalf, shall procure that amounts standing to the credit of the Unfunded Revolver Reserve Account required to make any further advances or extensions of credit in respect of such Loss Mitigation Obligation are withdrawn from the Unfunded Revolver Reserve Account;

(e) the purchase of such obligation will not require the Issuer or the Collateral to be registered as an investment company under the Investment Company Act;

(f) it is capable of being sold, assigned or participated to, and held by, the Issuer, together with any associated security, without any breach of applicable selling restrictions, contractual provisions or legal or regulatory requirements and the Issuer does not require any authorisations, consents (other than those which it reasonably believes will be obtained), approvals or filings (other than such as have been obtained or effected) as a result of or in connection with any such sale, assignment, participation or holding under any applicable law;

(g) it is in registered form for U.S. federal income tax purposes, unless it is not a "registration-required obligation" as defined in Section 163(f) of the Code;

(h) it is a "qualifying asset" for the purposes of Section 110 of the TCA;

(i) it is not (i) a "specified mortgage" for the purposes of section 110 TCA, (ii) units in an IREF (within the meaning of Chapter 1B of Part 27 of the TCA, or (iii) shares that derive their value from, or the greater part of their value from, directly or indirectly, Irish land;

(j) its acquisition by the Issuer will not result in the Issuer being required to be authorised as, or to appoint, a "credit servicing firm" within the meaning of the Central Bank Act 1997 of Ireland (as amended); and

(k) it is not an obligation of a borrower who or which is resident in or incorporated under the laws of Ireland and who or which is not acting in the conduct of a business or profession.

The purchase of any Loss Mitigation Obligation will not be required to satisfy any of the Eligibility Criteria (but shall be required to satisfy the Eligibility Criteria when designated as a Collateral Debt Obligation by the Investment Manager) or be tested against the Reinvestment Criteria but shall be required to satisfy the LMO Profile Tests and to meet the above Loss Mitigation Obligation Criteria.

The "**LMO Profile Tests**" will consist of the following limitations on the acquisition of Loss Mitigation Obligations, which shall be satisfied as of any date of determination if each of the following criteria are satisfied after giving effect to such purchase:

(a) the aggregate outstanding principal balance of all Loss Mitigation Obligations then owned by the Issuer shall not exceed 5.0 per cent. of the Target Par Amount;

(b) the aggregate outstanding principal balance of Extended Loss Mitigation Obligations then owned by the Issuer shall not exceed 2.0 per cent. of the Target Par Amount; and

(c) the cumulative aggregate outstanding principal balance of all Loss Mitigation Obligations acquired by the Issuer since the Issue Date with Principal Proceeds as of any date shall not exceed 5.0 per cent. of the Target Par Amount.

For the purposes of the above LMO Profile Tests, the aggregate outstanding principal balance of each Loss Mitigation Obligation shall be the nominal value of each Loss Mitigation Obligation, provided that if the nominal value cannot be determined, the aggregate outstanding principal balance shall be determined by the Investment Manager, acting in a commercially reasonably manner.

Other than in the case of Extended Loss Mitigation Obligations, which cannot become Collateral Debt Obligations, on any Business Day as of which such Loss Mitigation Obligation satisfies all of the Eligibility Criteria, the Investment Manager may designate (by written notice to the Issuer and the Collateral Administrator) any such Loss Mitigation Obligation as a "Collateral Debt Obligation" *provided* that the Reinvestment Criteria would be satisfied as of such designation and such designation would not cause the failure of any such Reinvestment Criteria. Following such designation, the relevant obligation shall cease to be a "Loss Mitigation Obligation" and shall instead be treated for all purposes as a "Collateral Debt Obligation". Upon such designation and only in the case of a Loss Mitigation Obligation that was originally purchased using Interest Proceeds (other than a Declared Principal Proceeds Loss Mitigation Obligation), the Account Bank shall (acting in accordance with the instructions received from the Collateral Administrator) transfer from the Principal Account into the Interest Account an amount equal to the prevailing Market Value for such designated Collateral Debt Obligation as at such time of designation (*provided* that if the Market Value cannot be determined in accordance with limbs (a) to (d) of the definition thereof, no such transfer shall be made).

No minimum purchase price shall apply to the purchase of any Loss Mitigation Obligation.

Pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager may notify the Issuer in writing (which may be by way of email) no later ten (10) Business Days following the acquisition thereof, as to whether or not any Loss Mitigation Obligation purchased with Interest Proceeds or amounts standing to the credit of the Collateral Enhancement Account in accordance with the Conditions, is to be treated as a Declared Principal Proceeds Loss Mitigation Obligation (and if the Investment Manager so notifies the Issuer that the relevant Loss Mitigation Obligation (i) is to be treated as a Declared Principal Proceeds Loss Mitigation Obligation then it shall be treated (irrevocably) as such; or (ii) is not to be treated as a Declared Principal Proceeds Loss

Mitigation Obligation, then it shall (irrevocably) not be treated as such); *provided* that if the Investment Manager does not so notify the Issuer within such timeframe, then the relevant Loss Mitigation Obligation shall be treated (irrevocably) as a Declared Principal Proceeds Loss Mitigation Obligation.

Amendments to Stated Maturities of Collateral Debt Obligations

The Issuer (or the Investment Manager on the Issuer's behalf) may vote in favour of a Maturity Amendment only if, after giving effect to such Maturity Amendment:

(a) the Stated Maturity after such amendment of the Collateral Debt Obligation that is the subject of such Maturity Amendment is not later than the Maturity Date of the Rated Notes; and

(b) the Weighted Average Life Test is satisfied,

provided that if the Weighted Average Life Test is not satisfied pursuant to paragraph (b) above, the Issuer (or the Investment Manager on the Issuer's behalf): (i) may vote in favour of a Maturity Amendment (satisfying paragraph (a) above) if (x) it is a Credit Amendment and (y) the Aggregate Principal Balance of all Collateral Debt Obligations that were extended subject to a Credit Amendment is less than 5.0 per cent. of the Target Par Amount; and (ii) shall vote against a Maturity Amendment if the Maturity Amendments where the Issuer did not vote since the Issue Date exceeds 2.5 per cent. of the Target Par Amount.

If the Issuer or the Investment Manager has not voted in favour of a Maturity Amendment which would contravene the requirements of this section but the Stated Maturity has been extended, by way of scheme of arrangement or otherwise, the Issuer or the Investment Manager (acting on behalf of the Issuer) may (but shall not be required to) sell such Collateral Debt Obligation *provided* that in any event the Investment Manager shall dispose of such Collateral Debt Obligation prior to the Maturity Date. Such proceeds shall constitute Sale Proceeds and may be reinvested in accordance with and subject to the Reinvestment Criteria.

"**Maturity Amendment**" means with respect to any Collateral Debt Obligation, any waiver, modification, amendment or variance that would extend the Stated Maturity of such Collateral Debt Obligation (other than any such waiver, modification, amendment or variance being executed in connection with a Loss Mitigation Obligation related to such Collateral Debt Obligation as determined by the Investment Manager (in accordance with the Standard of Care)). For the avoidance of doubt, a waiver, modification, amendment or variance that would extend the Stated Maturity of the credit facility of which a Collateral Debt Obligation is part or is made as part of an Uptier Priming Transaction and in respect of Uptier Priming Debt, but would not extend the Stated Maturity of the Collateral Debt Obligation held by the Issuer, does not constitute a Maturity Amendment.

"**Credit Amendment**" means a Maturity Amendment being executed (a) in connection with an insolvency, bankruptcy, reorganisation, scheme of arrangement, debt restructuring, workout or financial distress of the Obligor thereof or (b) because, in the reasonable judgment of the Investment Manager, not voting in favour thereof would be likely to have an adverse effect on the Issuer or the Noteholders.

Expiry of the Reinvestment Criteria Certification

Immediately preceding the end of the Reinvestment Period, the Investment Manager will deliver to the Trustee and the Collateral Administrator a schedule of Collateral Debt Obligations purchased by the Issuer with respect to which purchases the trade date has occurred but the settlement date has not yet occurred and will certify to the Trustee that sufficient Principal Proceeds are available (including for this purpose, cash on deposit in the Principal Account, any scheduled distributions of Principal

Proceeds, as well as any Principal Proceeds that will be received by the Issuer from the sale of Collateral Debt Obligations for which the trade date has already occurred but the settlement date has not yet occurred) to effect the settlement of such Collateral Debt Obligations.

Reinvestment Overcollateralisation Test

If on any Determination Date falling on after the Effective Date and prior to the expiry of the Reinvestment Period, the Class F Par Value Ratio is less than 102.95 per cent., on the relevant Payment Date, Interest Proceeds shall be paid to the Principal Account, for the acquisition of additional Collateral Debt Obligations in an amount equal to the lesser of: (a) 50.0 per cent. of all remaining Interest Proceeds available for payment pursuant to paragraph (W) of the Interest Proceeds Priority of Payments; and (b) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) to (V) (inclusive) of the Interest Proceeds Priority of Payments, would be sufficient to cause the Reinvestment Overcollateralisation Test to be met as of the relevant Determination Date after giving effect to any payments made pursuant to paragraph (W) of the Interest Proceeds Priority of Payments, such amounts to be applied during the Reinvestment Period to purchase additional Collateral Debt Obligations.

Designation for Reinvestment

After the expiry of the Reinvestment Period, the Investment Manager shall, one Business Day following each Determination Date, notify the Issuer and the Collateral Administrator in writing of all Principal Proceeds (the amount of all Principal Proceeds having been determined by the Collateral Administrator on each Determination Date and notified to the Investment Manager) which the Investment Manager determines in its discretion (acting on behalf of the Issuer, and subject to the terms of Investment Management and Collateral Administration Agreement as described above) shall remain designated for reinvestment in accordance with the Reinvestment Criteria, on or after the following Payment Date in which event such Principal Proceeds shall not constitute Principal Proceeds which are to be paid into the Payment Account and disbursed on such Payment Date in accordance with the Priorities of Payment.

The Investment Manager (acting on behalf of the Issuer) may direct that the proceeds of sale of any Collateral Debt Obligation which represents accrued interest be designated as Interest Proceeds and paid into the Interest Account save for: (a) Purchased Accrued Interest; (b) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts; and (c) any interest received in respect of a Defaulted Obligation for so long as it is a Defaulted Obligation other than Defaulted Obligation Excess Amounts.

Accrued Interest

Amounts included in the purchase price of any Collateral Debt Obligation comprising accrued interest thereon may be paid from the Interest Account, the Principal Account or the Unused Proceeds Account at the discretion of the Investment Manager (acting on behalf of the Issuer) but subject to the terms of the Investment Management and Collateral Administration Agreement and Condition 3(j) (*Payments to and from the Accounts*). Notwithstanding the foregoing, in any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was purchased at the time of acquisition thereof with Principal Proceeds and/or principal amounts from the Unused Proceeds Account shall

constitute Purchased Accrued Interest and shall be deposited into the Principal Account as Principal Proceeds.

Block Trades

The requirements described herein with respect to the Portfolio shall be deemed to be satisfied upon any sale and/or purchase of Collateral Debt Obligations on any day if such Collateral Debt Obligations satisfy such requirements in aggregate rather than on an individual basis.

For the purpose of calculating compliance with the Reinvestment Criteria, at the election of the Investment Manager in its sole discretion, any proposed investment (whether a single Collateral Debt Obligation or a group of Collateral Debt Obligations) identified by the Investment Manager as such at the time (the "**Initial Trading Plan Calculation Date**") when compliance with the Reinvestment Criteria is required to be calculated (a "**Trading Plan**") may be evaluated after giving effect to all sales and reinvestments proposed to be entered into within the 20 Business Days following the date of determination of such compliance (such period, the "**Trading Plan Period**"); *provided* that: (a) no Trading Plan may result in the purchase of Collateral Debt Obligations having an Aggregate Principal Balance that exceeds 5.0 per cent. of the Aggregate Collateral Balance as of the first day of the Trading Plan Period (*provided* that, for the purposes of determining the Aggregate Principal Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its S&P Collateral Value and its Fitch Collateral Value); (b) no Trading Plan Period may include a Determination Date; (c) no more than one Trading Plan may be in effect at any time during a Trading Plan Period; (d) if the Reinvestment Criteria are satisfied prospectively after giving effect to a Trading Plan, but are not satisfied upon the completion of the related Trading Plan, Rating Agency Confirmation is obtained with respect to the effectiveness of additional Trading Plans (it being understood that Rating Agency Confirmation shall only be required once following any failure of a Trading Plan); (e) following the expiry of the Reinvestment Period, no Trading Plan may be entered into if any of the Collateral Debt Obligations which form part of such Trading Plan have a Stated Maturity shorter than 12 months; and (f) following the expiry of the Reinvestment Period, no Trading Plan may be entered into if the differential between the shortest and the longest Stated Maturities of the related Collateral Debt Obligations forming part of such Trading Plan exceeds three (3) years and *provided further* that no Trading Plan may result in the averaging of the purchase price of a Collateral Debt Obligation or Collateral Debt Obligations purchased at separate times for purposes of determining whether any particular Collateral Debt Obligation is a Discount Obligation or a Swapped Non-Discount Obligation.

Eligible Investments

The Issuer or the Investment Manager (acting on behalf of the Issuer) may from time to time purchase Eligible Investments out of the Balances standing to the credit of the Accounts (other than the Counterparty Downgrade Collateral Account(s), Unfunded Revolver Reserve Account or the Payment Account). For the avoidance of doubt, Eligible Investments may be sold by the Issuer or the Investment Manager (acting on behalf of the Issuer) at any time.

Collateral Enhancement Obligations

The Investment Manager may (acting on behalf of the Issuer) (i) from time to time, purchase Collateral Enhancement Obligations independently or as part of a unit with the Collateral Debt Obligations being so purchased and (ii) in its sole discretion reclassify as a Collateral Enhancement Obligation any assets held by the Issuer that do not satisfy the Eligibility Criteria after the Issue Date (whether on the date they were required to do so or thereafter) or that do not satisfy the Restructured Obligation Criteria at the Restructuring Date (if applicable) (as reclassified by the Investment Manager hereunder, "**Ineligible**

Portfolio Obligations"), provided that any such assets may only be reclassified if an amount representing the market value thereof (or, in the sole discretion of the Investment Manager, any greater amount) as at the relevant date of such reclassification (such date, the "**Reclassification Date**" and such amount the "**Reclassification Price**") is, on the Reclassification Date, credited to the Principal Account out of the Balance standing to the credit of the Credit Enhancement Account at the relevant time, or from the proceeds of an Investment Manager Advance or as a permitted use of certain other proceeds specified to be used to acquire Collateral Enhancement Obligations.

Any transfer of a Reclassification Price and the related reclassification of a Collateral Debt Obligation as a Collateral Enhancement Obligation shall be deemed to be the acquisition of a Collateral Enhancement Obligation and the sale of the relevant Collateral Debt Obligation, in each case in accordance with and subject to the terms of the Investment Management and Collateral Administration Agreement. Any such reclassification so deemed to be a sale of the relevant Collateral Debt Obligation shall therefore only be permissible if such reclassification satisfies the relevant criteria and terms in respect of the sale of any Collateral Debt Obligation in accordance with and subject to the terms of the Investment Management and Collateral Administration Agreement.

All funds required in respect of the purchase price of any Collateral Enhancement Obligations, and all funds required in respect of the exercise price of any rights or options thereunder may only be paid out of the Balance standing to the credit of the Collateral Enhancement Account at the relevant time or out of an Investment Manager Advance. Such Balance shall be comprised of all sums deposited therein from time to time including amounts which may otherwise have been payable as interest in respect of the Subordinated Notes which the Investment Manager, acting on behalf of the Issuer, determines shall be paid into the Collateral Enhancement Account pursuant to the Priorities of Payment rather than being paid to the Subordinated Noteholders as well as other amounts, such as the proceeds of Investment Manager Advances. The aggregate amounts which may be credited to the Collateral Enhancement Account in accordance with the Priorities of Payment are subject to the following restrictions: (i) in aggregate on any particular Payment Date, such amount may not exceed €2,000,000 and (ii) the cumulative aggregate amount of all Payment Dates may not exceed €12,000,000.

Collateral Enhancement Obligations may be sold at any time by the Issuer (or by the Investment Manager on its behalf) and all Collateral Enhancement Obligation Proceeds received by the Issuer shall be deposited into the Collateral Enhancement Account for allocation in accordance with the Principal Proceeds Priority of Payments.

Collateral Enhancement Obligations and any income or return generated thereby are not taken into account for the purposes of determining satisfaction of, or at any time required to satisfy, any of the Coverage Tests, Portfolio Profile Tests, Reinvestment Overcollateralisation Test or Collateral Quality Tests.

Exercise of Warrants and Options

The Investment Manager, acting on behalf of the Issuer, may at any time, exercise a warrant or option attached to a Collateral Debt Obligation or comprised in a Collateral Enhancement Obligation and shall, on behalf of the Issuer, instruct the Account Bank to make any necessary payment pursuant to a duly completed form of instruction.

Margin Stock

The Investment Management and Collateral Administration Agreement requires that the Investment Manager, on behalf of the Issuer, shall use reasonable endeavours to sell any Collateral Debt Obligation,

Exchanged Equity Security or Collateral Enhancement Obligation which is or at any time becomes Margin Stock as soon as practicable following such event.

Non-Euro Obligations

Subject to the satisfaction of certain conditions in respect of Hedge Agreements (as set out in "*Hedging Arrangements*" below), the Investment Manager shall from time to time be authorised to purchase, on behalf of the Issuer, Non-Euro Obligations *provided* that any such Non-Euro Obligation shall only constitute a Collateral Debt Obligation that satisfies paragraph (b) of the Eligibility Criteria if the Investment Manager, on behalf of the Issuer, enters, as soon as practicable following entry into a binding commitment to purchase such Collateral Debt Obligation and no later than the settlement date of the acquisition of the relevant Collateral Debt Obligation, into an Asset Swap Transaction (which shall relate to the purchased Collateral Debt Obligation) pursuant to which the currency risk arising from receipt of cash flows from such Non-Euro Obligations, including interest and principal payments, is hedged through the swapping of such cash flows for Euro payments to be made by an Asset Swap Counterparty. Subject to the satisfaction of the Hedging Condition, the Investment Manager (on behalf of the Issuer) shall be authorised to enter into spot exchange transactions, as necessary, but solely to fund the Issuer's payment obligations under any Asset Swap Transaction. Rating Agency Confirmation shall be required in relation to entry into each Asset Swap Transaction unless such Asset Swap Transaction is a Form Approved Asset Swap. See the "*Hedging Arrangements*" section of this Offering Circular.

Revolving Obligations and Delayed Drawdown Collateral Debt Obligations

The Investment Manager, acting on behalf of the Issuer, may from time to time acquire Collateral Debt Obligations which are Revolving Obligations or Delayed Drawdown Collateral Debt Obligations.

Such Revolving Obligations and Delayed Drawdown Collateral Debt Obligations may only be acquired if they are capable of being drawn in a single currency only (being Euros) and are not payable in or convertible into another currency.

Each Revolving Obligation and Delayed Drawdown Collateral Debt Obligation will, pursuant to its terms, require the Issuer to make one or more future advances or other extensions of credit (including extensions of credit made on an unfunded basis pursuant to which the Issuer may be required to reimburse the provider of a guarantee or other ancillary facilities made available to the obligor thereof if any default by the obligor thereof in respect of its reimbursement obligations in connection therewith occurs). Such Revolving Obligations and Delayed Drawdown Collateral Debt Obligations may or may not provide that they may be repaid and reborrowed from time to time by the Obligor thereunder. Upon acquisition of any Revolving Obligations and Delayed Drawdown Collateral Debt Obligations, the Issuer shall deposit into the applicable Unfunded Revolver Reserve Account amounts equal to the combined aggregate principal amounts of the Unfunded Amounts under each of the Revolving Obligations and Delayed Drawdown Collateral Debt Obligations. To the extent required, the Issuer, or the Investment Manager acting on its behalf, may direct that amounts standing to the credit of the Unfunded Revolver Reserve Account be deposited with a third party from time to time as collateral for any payment obligations of the Issuer in relation to a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation, as applicable, including but not limited to reimbursement or indemnification obligations owed by the Issuer to any other lender in connection with a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation, as applicable and upon receipt of an Issuer Order (as defined in the Investment Management and Collateral Administration Agreement) the Trustee shall be deemed to have released such amounts from the security granted thereover pursuant to the Trust Deed.

Participations

The Investment Manager acting on behalf of the Issuer, may from time to time acquire Collateral Debt Obligations from Selling Institutions by way of Participation *provided* that at the time such Participation is taken:

(a) the percentage of the Aggregate Collateral Balance that represents Participations entered into by the Issuer with a single Selling Institution will not exceed the individual and aggregate percentages set forth in the Bivariate Risk Table determined by reference to the credit rating of such third party or any guarantor thereof; and

(b) the percentage of the Aggregate Collateral Balance that represents Participations entered into by the Issuer with Selling Institutions or any guarantor thereof, each having the same credit rating (taking the lowest rating assigned thereto by any Rating Agency), will not exceed the aggregate third party credit exposure limit set forth in the Bivariate Risk Table for such credit rating,

and for the purpose of determining the foregoing, account shall be taken of each sub participation from which the Issuer, directly or indirectly derives its interest in the relevant Collateral Debt Obligation. Any guarantee in respect of the obligations of Selling Institutions must satisfy the then current S&P guarantee criteria.

Each Participation entered into pursuant to a participation agreement shall be substantially in the form of:

(a) the LSTA Model Participation Agreement for par/near par trades (as published by the Loan Syndications and Trading Association Inc. from time to time);

(b) the LMA Funded Participation (Par) (as published by the Loan Market Association from time to time); or

(c) such other documentation provided such agreement contains limited recourse and non-petition language substantially the same as that set out in the Trust Deed.

Assignments

The Investment Manager acting on behalf of the Issuer, may from time to time acquire Collateral Debt Obligations from Selling Institutions by way of Assignment *provided* that at the time such Collateral Debt Obligation is acquired by way of Assignment the Investment Manager, acting on behalf of the Issuer, shall have complied, to the extent within their control, with any requirements relating to such Assignment set out in the relevant loan documentation for such Collateral Debt Obligation (including, without limitation, with respect to the form of such Assignment and obtaining the consent of any person specified in the relevant loan documentation).

Bivariate Risk Table

The following is the bivariate risk table (the "**Bivariate Risk Table**") and as referred to in "*Portfolio Profile Tests*" below and "*Participations*" above. For the purposes of the limits specified in the Bivariate Risk Table, the individual third party credit exposure limit shall be determined by reference to the Aggregate Principal Balance of all Participations (excluding any Defaulted Obligations) entered into by the Issuer with the same counterparty (such amount in respect of such entity, the "**Third Party Exposure**") and the applicable percentage limits shall be determined by reference to the lower of the S&P or Fitch ratings applicable to such counterparty and the aggregate third party credit exposure limit

shall be determined by reference to the aggregate of Third Party Exposure of all such counterparties which share the same rating level or have a lower rating level, as indicated in the Bivariate Risk Table.

Bivariate Risk Table

S&P Long-Term Issuer Credit Rating of Selling Institution	Individual Third Party Credit Exposure Limit*	Aggregate Third Party Credit Exposure Limit*
S&P		
AAA	10.0%	10.0%
AA+	10.0%	10.0%
AA	10.0%	10.0%
AA-	10.0%	10.0%
A+	5.0%	10.0%
A	5.0%	5.0%
A- or below	0.0%	0.0%

Fitch Long-Term/Short Term Senior Unsecured Debt Rating of Selling Institution	Individual Third Party Credit Exposure Limit*	Aggregate Third Party Credit Exposure Limit*
Fitch		
AAA	10.0%	10.0%
AA+	10.0%	10.0%
AA	10.0%	10.0%
AA-	10.0%	10.0%
A+	5.0%	10.0%
A	5.0%	5.0%
A- or below	0.0%	0.0%

* As a percentage of the Aggregate Collateral Balance (excluding any Defaulted Obligations) the aggregate third party credit exposure limit shall be determined by reference to the aggregate of the third party credit exposure of all such counterparties which share the same rating level or have a lower rating level, as indicated in the Bivariate Risk Table.

Eligible Investments – Principal Reductions

Subject to the standard of care required under the Investment Management and Collateral Administration Agreement, the Investment Manager shall monitor, on an on-going basis during each Due Period, all Eligible Investments that provide for Principal Reductions in accordance with their terms, in order to determine whether, in the Investment Manager's reasonable determination, the aggregate amount of anticipated Principal Reductions for the applicable Due Period will exceed the amount then on deposit in the Principal Reduction Reserve Account. If such a determination is made, the Investment Manager shall promptly notify the Collateral Administrator and shall, as soon as reasonably practicable, (i) dispose of such Eligible Investments, (ii) procure the transfer of funds from the Collateral Enhancement Account and/or the Contribution Account to the Principal Reduction

Reserve Account and/or (iii) deposit the proceeds from the issue of additional Subordinated Notes in accordance with Condition 17 (*Additional Issuances*) into the Principal Reduction Reserve Account, in each case in accordance with the Conditions, to the extent necessary to ensure that the aggregate amount of anticipated Principal Reductions for the applicable Due Period no longer exceeds the amount then on deposit in the Principal Reduction Reserve Account.

The Investment Manager shall, in accordance with the Investment Management and Collateral Administration Agreement and the Conditions, as soon as reasonably practicable, procure that the Collateral Administrator shall transfer to the Principal Account funds standing to the credit of the Principal Reduction Reserve Account following the occurrence of a Principal Reduction in respect of an Eligible Investment held by the Issuer, in the amount of such Principal Reduction.

Portfolio Profile Tests and Collateral Quality Tests

Measurement of Tests

The Portfolio Profile Tests and the Collateral Quality Tests will be used as criteria for purchasing Collateral Debt Obligations. The Collateral Administrator will measure the Portfolio Profile Tests and the Collateral Quality Tests on each Measurement Date (save as otherwise provided herein).

Substitute Collateral Debt Obligations in respect of which a binding commitment has been made to purchase such Substitute Collateral Debt Obligations but such purchase has not been settled shall nonetheless be deemed to have been purchased for the purposes of the Portfolio Profile Tests and the Collateral Quality Tests at any time as if such purchase had been completed. Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to sell but which have not yet settled shall be excluded as Collateral Debt Obligations in the calculation of the Collateral Quality Tests and Portfolio Profile Tests at any time as if such sale had been completed. See "*Reinvestment of Collateral Debt Obligations*" above.

Notwithstanding the foregoing, the failure of the Portfolio to meet the requirements of the Portfolio Profile Tests at any time shall not prevent any obligation which would otherwise be a Collateral Debt Obligation from being a Collateral Debt Obligation.

Portfolio Profile Tests

The Portfolio Profile Tests will consist of each of the following:

(a) not less than 90.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Secured Senior Loans or Secured Senior Bonds (which term, for the purposes of this paragraph (a), shall comprise the aggregate of the Aggregate Principal Balance of the Secured Senior Loans and Secured Senior Bonds and the Balance standing to the credit of the Principal Account and the Unused Proceeds Account as at the relevant Measurement Date);

(b) not less than 70.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Secured Senior Loans (which term, for the purposes of this paragraph (b), shall comprise the aggregate of the Aggregate Principal Balance of the Secured Senior Loans and the Balance standing to the credit of the Principal Account and the Unused Proceeds Account as at the relevant Measurement Date);

(c) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fixed Rate Collateral Debt Obligations, or in relation to a Fitch Test Matrix elected by the Investment Manager where such Fitch Test Matrix and/or the interpolation between the applicable Fitch Test Matrices applies a maximum percentage of the Aggregate Collateral

Balance that can comprise Fixed Rate Collateral Debt Obligations, such lower percentage calculated in accordance with the provisions set out in the section of this Offering Circular entitled "*The Portfolio – Portfolio Profile Tests and Collateral Quality Tests – Fitch Test Matrices*";

(d) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Unsecured Senior Obligations, Second Lien Loans, Mezzanine Obligations and High Yield Bonds;

(e) with respect to any Collateral Debt Obligations, not more than 2.5 per cent. of the Aggregate Collateral Balance shall be the obligation of any single Obligor, *provided* that up to three (3) Obligors may each represent up to 3.0 per cent.;

(f) with respect to Secured Senior Loans and Secured Senior Bonds, not more than 2.5 per cent. of the Aggregate Collateral Balance shall be the obligation of any single Obligor, *provided* that up to three (3) Obligors may each represent up to 3.0 per cent.;

(g) with respect to Unsecured Senior Obligations, Second Lien Loans, Mezzanine Obligations and High Yield Bonds not more than 1.5 per cent. of the Aggregate Collateral Balance shall be the obligation of any single Obligor, *provided that* up to three (3) Obligors (including any exceptions to (f) above) may each represent up to 2.0 per cent. of the Aggregate Collateral Balance;

(h) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Participations;

(i) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fitch CCC Obligations;

(j) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are S&P CCC Obligations;

(k) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Current Pay Obligations;

(l) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Unfunded Amounts or Funded Amounts under Revolving Obligations or Delayed Drawdown Collateral Debt Obligations;

(m) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Corporate Rescue Loans and Uptier Priming Debt that is a Defaulted Obligation, provided that not more than 2.0 per cent. of the Aggregate Collateral Balance shall consist of Corporate Rescue Loans and/or Uptier Priming Debt that is a Defaulted Obligation issued by a single Obligor;

(n) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are PIK Securities;

(o) not more than 30.0 per cent. of the Aggregate Collateral Balance shall consist of Cov-Lite Loans;

(p) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries with a country risk ceiling below "AAA" by Fitch unless Rating Agency Confirmation from Fitch is obtained;

(q) not more than 20.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors each of whom is Domiciled in the same country or jurisdiction which is rated below "AA-" by S&P unless Rating Agency Confirmation from S&P is obtained;

(r) not more than 15.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors each of whom is Domiciled in the same country or jurisdiction which is rated below "A-" by S&P unless Rating Agency Confirmation from S&P is obtained;

(s) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors each of whom is Domiciled in the same country or jurisdiction which is rated below "BBB-" by S&P unless Rating Agency Confirmation from S&P is obtained;

(t) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors each of whom is Domiciled in the same country or jurisdiction which is rated below "BB-" by S&P unless Rating Agency Confirmation from S&P is obtained;

(u) not more than 15.0 per cent. of the Aggregate Collateral Balance shall consist of obligations comprising any one (1) Fitch industry *provided* that: (i) any three (3) Fitch industry may comprise up to 40.0 per cent. of the Aggregate Collateral Balance in aggregate; and (ii) the largest Fitch industry may comprise up to 17.5 per cent. of the Aggregate Collateral Balance;

(v) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of obligations comprising any one (1) S&P Industry Classification Group; provided that, any two (2) S&P Industry Classification Groups may each comprise up to 12.5 per cent. of the Aggregate Collateral Balance, one (1) additional S&P Industry Classification Group may comprise up to 17.5 per cent. of the Aggregate Collateral Balance and any three (3) S&P Industry Classification Groups may, in aggregate, comprise up to 40.0 per cent. of the Aggregate Collateral Balance;

(w) the limits set forth in the Bivariate Risk Table determined by reference to the S&P ratings and Fitch ratings of Selling Institutions shall be satisfied;

(x) not more than 20.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Non-Euro Obligations;

(y) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations issued by Obligors each of which has a total current indebtedness of equal to or more than €150,000,000 and less than €250,000,000 (or its equivalent in another currency); *provided that*, (i) for the purposes of determining the total current indebtedness of any Asset Priming Obligor, the total current indebtedness of the Obligor thereof shall be deemed to include the total current indebtedness of the Obligor of the related Subject Asset and (ii) for the purposes of determining the total current indebtedness of an Obligor in respect of any Uptier Priming Debt where such Obligor is not the obligor of the related Subject Asset, the total current indebtedness of the Obligor of such Uptier Priming Debt shall be deemed to include the total current indebtedness of the Obligor of such related Subject Asset;

(z) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Bridge Loans;

(aa) not more than 25.0 per cent. of the Aggregate Collateral Balance shall consist of Discount Obligations; and

(bb) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Annual Obligations.

The percentage requirements applicable to different types of Collateral Debt Obligations specified in the Portfolio Profile Tests shall be determined by reference to the Aggregate Principal Balance of such type of Collateral Debt Obligations, excluding Defaulted Obligations. Obligations for which the Issuer (or the Investment Manager acting on behalf of the Issuer) has entered into binding commitments to purchase but have not yet settled shall be included for the purposes of calculating the Portfolio Profile Tests at any time as if such purchase had been completed. Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to sell but which have not yet settled shall be excluded as Collateral Debt Obligations in the calculation of the Portfolio Profile Tests at any time as if such sale had been completed.

"**Bridge Loan**" shall mean any Collateral Debt Obligation that: (a) is incurred in connection with a merger, acquisition, consolidation, sale of all or substantially all of the assets of a person, restructuring or similar transaction; (b) by its terms, is required to be repaid within one year of the incurrence thereof with proceeds from additional borrowings or other refinancings (*provided*, *however*, *that* any additional borrowing or refinancing having a term of more than one year may be included as a Bridge Loan if one or more financial institutions shall have provided the obligor with a binding written commitment to provide the same); and (c) prior to its purchase by the Issuer, has a S&P Rating and a Fitch Rating, or if the Bridge Loan is not rated by S&P and Fitch, Rating Agency Confirmation has been obtained.

"**S&P Industry Classification Group**" means an industry classification group set out in the table below or as otherwise modified, amended or replaced by S&P from time to time:

Asset Type Code	**Description**
1020000	Energy Equipment and Services
1030000	Oil, Gas and Consumable Fuels
1033403	Mortgage real estate investment trusts (REITs)
2020000	Chemicals
2030000	Construction Materials
2040000	Containers and packaging
2050000	Metals and Mining
2060000	Paper and Forest Products
3020000	Aerospace and Defense
3030000	Building Products
3040000	Construction and Engineering
3050000	Electrical Equipment
3060000	Industrial Conglomerates
3070000	Machinery
3080000	Trading Companies and Distributors
3110000	Commercial Services and Supplies
3210000	Air Freight and Logistics
3220000	Airlines
3230000	Marine
3240000	Road and Rail
3250000	Transportation Infrastructure
4011000	Auto Components
4020000	Automobiles
4110000	Household Durables
4120000	Leisure Products
4130000	Textiles, Apparel and Luxury Goods
4210000	Hotels, Restaurants and Leisure

Asset Type Code	Description
4300001	Entertainment
4300002	Interactive media and services
4310000	Media
4410000	Distributors
4430000	Multiline Retail
4440000	Specialty Retail
5020000	Food and Staples Retailing
5110000	Beverages
5120000	Food Products
5130000	Tobacco
5210000	Household Products
5220000	Personal Products
9622292	Residential REITs
9622294	Industrial REITs
9622295	Hotel and Resort REITs
9622296	Office REITs
9622297	Health care REITs
9622298	Retail REITs

Collateral Quality Tests

The Collateral Quality Tests will consist of each of the following:

(a) so long as any of the Notes rated by S&P are Outstanding, the S&P CDO Monitor Test (until the expiry of the Reinvestment Period only);

(b) so long as any of the Notes rated by Fitch is Outstanding:

(i) the Fitch Maximum Weighted Average Rating Factor;

(ii) the Fitch Minimum Weighted Average Recovery Rate Test;

(iii) the Maximum Obligor Concentration Test; and

(iv) the Fitch Minimum Weighted Average Spread Test; and

(c) so long as any Rated Notes are Outstanding, the Weighted Average Life Test,

each as defined in the Investment Management and Collateral Administration Agreement.

Obligations which are to constitute Collateral Debt Obligations for which the Issuer (or the Investment Manager acting on behalf of the Issuer) has entered into binding commitments to purchase but have not yet settled shall be included for the purposes of calculating the Collateral Quality Tests at any time as if such purchase had been completed. Collateral Debt Obligations in respect of which the Issuer (or the Investment Manager acting on behalf of the Issuer) has entered into a binding commitment to sell but which have not yet settled shall be excluded as Collateral Debt Obligations in the calculation of the Collateral Quality Tests at any time as if such sale had been completed.

Fitch Test Matrices

Subject to the provisions provided below, the Investment Manager will have the option to elect which of the Fitch test matrices set out below (the "**Fitch Test Matrices**") and which of the cases set forth in

such Fitch Test Matrices shall be applicable for purposes of the Fitch Maximum Weighted Average Rating Factor Test, the Fitch Minimum Weighted Average Recovery Rate Test, the Fitch Minimum Weighted Average Spread Test and the Maximum Obligor Concentration Test (as applicable). The Investment Manager will have the option to use linear interpolation within and between the Fitch Test Matrices to the extent required. For any given case:

(a) for the purposes of the restrictions described below, the maximum percentage of Fixed Rate Collateral Debt Obligations shall be that specified in the selected Fitch Test Matrix (or interpolation between Fitch Test Matrices, as applicable);

(b) the applicable column for performing the Fitch Maximum Weighted Average Rating Factor Test will be the column (or linear interpolation between the two columns with the closest values, as applicable) in the Fitch Test Matrix selected by the Investment Manager (or interpolation between Fitch Test Matrices, as applicable);

(c) the applicable row for performing the Fitch Minimum Weighted Average Spread Test will be the row in the Fitch Test Matrix selected by the Investment Manager (or linear interpolation between the two rows with the closest values, as applicable) (or interpolation between Fitch Test Matrices, as applicable); and

(d) the applicable column and row for performing the Fitch Minimum Weighted Average Recovery Rate Test will be the column and row in the Fitch Test Matrix selected by the Investment Manager in relation to (b) and (c) above (or a linear interpolation between the two rows with the closest values and/or a linear interpolation between the two adjacent columns, as applicable) (or interpolation between Fitch Test Matrices, as applicable).

On the Issue Date, the Investment Manager will be required to elect which Fitch Test Matrix (or interpolation as applicable) and which case shall apply initially. Thereafter, on two (2) Business Days' notice to the Issuer, the Collateral Administrator and Fitch, the Investment Manager may elect to have a different case apply, *provided that* the percentage of the Aggregate Collateral Balance consisting of Fixed Rate Collateral Debt Obligations as of such Measurement Date is less than or equal to the maximum percentage of Fixed Rate Collateral Debt Obligations specified in such Fitch Test Matrix (or interpolation as applicable), the Fitch Maximum Weighted Average Rating Factor Test, the Fitch Minimum Weighted Average Recovery Rate Test, the Fitch Minimum Weighted Average Spread Test and the Maximum Obligor Concentration Test applicable to the case to which the Investment Manager desires to change are satisfied or, in the case of any tests that are not satisfied, are closer to being satisfied. The Fitch Test Matrices may be amended and/or supplemented and/or replaced by the Investment Manager subject to Rating Agency Confirmation from Fitch.

If on any Measurement Date, the percentage of the Aggregate Collateral Balance which consists of Fixed Rate Collateral Debt Obligations (after giving effect to any binding commitment entered into on such Measurement Date for the Issuer to purchase/and or sell Collateral Debt Obligations) does not satisfy paragraph (a) above, then the Issuer (or the Investment Manager on its behalf) may not enter into any binding commitments to purchase and/or sell any Collateral Debt Obligations unless either (i) the percentage of the Aggregate Collateral Balance which consists of Fixed Rate Collateral Debt Obligations shall be maintained or reduced when compared to such percentage immediately prior to such purchase or sale, or (ii) the Investment Manager elects to have a different case apply and in respect of which paragraph (a) above is satisfied.

Other than as stated in the immediately prior paragraph, in no event will the Investment Manager be obliged to elect to have a different Fitch Test Matrix, or case set forth in such Fitch Test Matrix, apply.

The Fitch Test Matrices may be amended and/or supplemented and/or replaced by the Investment Manager subject to Rating Agency Confirmation from Fitch.

For the avoidance of doubt, the Investment Manager may elect to interpolate between the Fitch Tests Matrices with respect to the percentage of the Aggregate Collateral Balance which consists of Fixed Rate Collateral Debt Obligations.

Fitch Test Matrices:

Top 10 Obligors Limited at 26.5% - Maximum 10.00% Fixed Rate Collateral Debt Obligations

	Fitch Weighted Average Rating Factor											
Fitch Minimum Weighted Average Spread	20	21	22	23	24	25	26	27	28	29	30	31
2.20%	68.10%	70.00%	71.90%	73.60%	75.10%	76.30%	77.50%	78.60%	79.70%	N/A	N/A	N/A
2.40%	64.40%	66.40%	68.30%	70.00%	71.70%	73.30%	74.70%	76.00%	77.10%	78.10%	79.10%	80.00%
2.60%	61.10%	63.20%	65.10%	66.70%	68.40%	70.00%	71.60%	73.10%	74.50%	75.70%	76.80%	77.80%
2.80%	57.80%	59.80%	61.60%	63.60%	65.40%	67.10%	68.70%	70.20%	71.70%	73.10%	74.40%	75.90%
3.00%	56.00%	57.50%	59.10%	61.00%	62.80%	64.50%	66.10%	67.70%	69.20%	70.80%	72.70%	74.60%
3.20%	54.40%	56.10%	57.60%	58.90%	60.10%	61.80%	63.50%	65.10%	66.70%	69.20%	71.30%	73.20%
3.40%	52.40%	54.60%	56.20%	57.60%	58.90%	60.20%	61.60%	63.40%	65.10%	67.40%	69.80%	71.80%
3.60%	50.00%	52.30%	54.40%	56.10%	57.60%	59.00%	60.20%	62.10%	63.80%	65.60%	68.10%	70.40%
3.80%	48.40%	50.50%	52.60%	54.60%	56.20%	57.60%	59.10%	60.70%	62.50%	64.30%	66.40%	68.80%
4.00%	46.80%	48.90%	51.00%	53.10%	55.10%	56.50%	57.90%	59.50%	61.20%	63.00%	64.80%	67.10%
4.20%	45.10%	47.30%	49.40%	51.50%	53.60%	55.40%	56.80%	58.30%	59.90%	61.70%	63.50%	65.40%
4.40%	43.20%	45.60%	47.80%	49.80%	52.00%	54.10%	55.80%	57.20%	58.80%	60.50%	62.30%	64.10%
4.60%	41.30%	43.90%	46.20%	48.20%	50.30%	52.40%	54.50%	56.10%	57.80%	59.30%	61.10%	62.90%

	Fitch Weighted Average Rating Factor											
4.80%	38.90 %	42.00 %	44.50 %	46.70 %	48.70 %	50.80 %	52.80 %	55.10 %	56.80 %	58.30 %	59.90 %	61.70 %
5.00%	35.50 %	40.20 %	42.80 %	45.20 %	47.20 %	49.30 %	51.30 %	53.70 %	55.70 %	57.40 %	58.90 %	60.50 %

Top 10 Obligors Limited at 26.5 % - Maximum 5.00% Fixed Rate Collateral Debt Obligations

	Fitch Weighted Average Rating Factor											
Fitch Minimum Weighted Average Spread	20	21	22	23	24	25	26	27	28	29	30	31
2.20%	64.30 %	66.30 %	68.20 %	69.90 %	71.60 %	73.10 %	74.60 %	75.90 %	77.00 %	N/A	N/A	N/A
2.40%	60.80 %	62.90 %	64.50 %	66.40 %	68.10 %	69.80 %	71.30 %	72.80 %	74.30 %	75.50 %	76.60 %	77.60 %
2.60%	57.60 %	59.20 %	61.20 %	63.10 %	65.00 %	66.70 %	68.40 %	69.90 %	71.40 %	72.80 %	74.10 %	75.30 %
2.80%	55.40 %	56.80 %	58.40 %	60.50 %	62.30 %	64.10 %	65.50 %	67.20 %	68.70 %	70.10 %	71.60 %	73.00 %
3.00%	53.40 %	55.40 %	56.90 %	58.20 %	59.50 %	61.20 %	62.90 %	64.50 %	65.80 %	67.10 %	69.50 %	71.50 %
3.20%	50.90 %	53.20 %	55.30 %	56.80 %	58.20 %	59.50 %	60.70 %	62.00 %	63.60 %	65.30 %	67.70 %	70.00 %
3.40%	48.80 %	50.90 %	53.20 %	55.20 %	56.60 %	58.00 %	59.30 %	60.70 %	62.30 %	64.00 %	65.80 %	68.30 %
3.60%	47.00 %	49.10 %	51.20 %	53.10 %	55.10 %	56.50 %	58.00 %	59.50 %	61.10 %	62.60 %	64.40 %	66.50 %
3.80%	45.20 %	47.40 %	49.50 %	51.50 %	53.50 %	55.40 %	56.80 %	58.20 %	59.80 %	61.30 %	63.10 %	64.80 %
4.00%	43.40 %	45.70 %	47.80 %	49.90 %	51.80 %	53.90 %	55.60 %	57.00 %	58.50 %	60.00 %	61.80 %	63.60 %
4.20%	41.50 %	43.90 %	46.10 %	48.30 %	50.30 %	52.20 %	54.20 %	55.90 %	57.30 %	58.80 %	60.50 %	62.30 %
4.40%	39.40 %	42.10 %	44.40 %	46.60 %	48.70 %	50.70 %	52.60 %	54.50 %	56.20 %	57.80 %	59.30 %	61.00 %
4.60%	36.10 %	40.40 %	42.80 %	45.00 %	47.10 %	49.10 %	51.10 %	53.00 %	55.10 %	56.70 %	58.30 %	59.80 %
4.80%	32.80 %	37.50 %	41.10 %	43.40 %	45.60 %	47.60 %	49.60 %	51.50 %	53.50 %	55.60 %	57.30 %	58.80 %

	Fitch Weighted Average Rating Factor											
5.00%	29.40 %	34.20 %	39.00 %	41.80 %	44.10 %	46.20 %	48.20 %	50.10 %	52.00 %	54.30 %	56.20 %	57.90 %

The Fitch Maximum Weighted Average Rating Factor Test

"**Fitch Maximum Weighted Average Rating Factor Test**" means that test that will be satisfied, on any Measurement Date, if the Fitch Weighted Average Rating Factor as at such date is less than or equal to the applicable level in the applicable Fitch Test Matrix.

"**Fitch Weighted Average Rating Factor**" is the number determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation, excluding Defaulted Obligations, by its Fitch Rating Factor, dividing such sum by the Aggregate Principal Balance of all such Collateral Debt Obligations, excluding Defaulted Obligations, and rounding the result down to the nearest two decimal places.

"**Fitch Rating Factor**" means, in respect of any Collateral Debt Obligation, the number set forth in the table below opposite the Fitch Rating in respect of such Collateral Debt Obligation. The following table provides certain probabilities of default relating to Fitch Rating Factors. The information is subject to change and any probabilities of default in respect of Fitch Rating Factors may not at any time necessarily reflect the below table.

Fitch Rating	Fitch Rating Factor
AAA	0.136
AA+	0.349
AA	0.629
AA-	0.858
A+	1.237
A	1.572
A-	2.099
BBB+	2.630
BBB	3.162
BBB-	6.039
BB+	8.903
BB	11.844
BB-	15.733
B+	19.627
B	23.671
B-	32.221
CCC+	41.111
CCC	50.000
CCC-	63.431
CC	100.00
C	100.00
D	100.00

Fitch Rating	Fitch Rating Factor
RD	100.00

For the purposes of this definition, in respect of any Current Pay Obligation that has a Fitch Rating of "D" or "RD" at the time that the Issuer (or the Investment Manager on the Issuer's behalf) entered into a binding commitment to acquire such Current Pay Obligation, the Fitch Rating Factor for such Current Pay Obligation shall be determined by reference to a Fitch Rating of "D" or "RD" (as applicable).

The Fitch Minimum Weighted Average Recovery Rate Test

"**Fitch Minimum Weighted Average Recovery Rate Test**" means the test that will be satisfied in respect of the Notes on any Measurement Date, if the Fitch Weighted Average Recovery Rate is greater than or equal to the applicable level in the applicable Fitch Test Matrix.

"**Fitch Weighted Average Recovery Rate**" means, as of any Measurement Date, the rate (expressed as a percentage) determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation (excluding Defaulted Obligations) by the Fitch Recovery Rate in relation thereto and dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations (excluding Defaulted Obligations) and rounding up to the nearest 0.1 per cent.

"**Fitch Recovery Rate**" means, with respect to a Collateral Debt Obligation, the recovery rate determined in accordance with paragraphs (a) and (b) below or (in any case) such other recovery rate as Fitch may notify the Investment Manager from time to time (and for these purposes the Fitch Recovery Rate of any Loss Mitigation Obligation shall be determined on the basis that such Loss Mitigation Obligation constitutes a Collateral Debt Obligation):

(a) if such Collateral Debt Obligation has a public Fitch recovery rating, or a recovery rating is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Investment Manager, the recovery rate corresponding to such recovery rating in the table below (unless a specific recovery rate (expressed as a percentage) is provided by Fitch):

Fitch recovery rating	Fitch recovery rate (%)
RR1	95.0
RR2	80.0
RR3	60.0
RR4	40.0.0
RR5	20.0
RR6	5.0

(b) if such Collateral Debt Obligation (i) has no public Fitch recovery rating and (ii) neither a recovery rating nor an obligation's specific recovery rate is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Investment Manager and otherwise, the recovery rate determined in accordance with the table below, where the Collateral Debt Obligation shall be categorised as "**Strong**" if it is a Secured Senior Loan, "**Strong US MML**" if it is a US secured senior loan, "**Senior secured bond**" if it is a Secured Senior Bond, "**Moderate**" if it is an Unsecured Senior Obligation that is a loan obligation or an Unsecured Senior Obligation other

than a loan obligation and otherwise "**Weak**", and shall fall into the country group corresponding to the country in which the Obligor thereof is Domiciled:

Category	Recovery Rate
Group 1 – Strong	75
Group 1 – Strong US MML	65
Group 1 – Senior secured bond	60
Group 1 – Moderate	40
Group 1 - Weak	15
Group 2 - Strong	65
Group 2 – Senior secured bond	60
Group 2 – Moderate	40
Group 2 - Weak	15
Group 3 - Strong	30
Group 3 – Moderate	20
Group 3 - Weak	5

The country group of a Collateral Debt Obligation shall be determined, by reference to the country where the Obligor thereof is Domiciled, in accordance with the below:

Group 1: Australia, Bermuda, Canada, Cayman Islands, New Zealand, Puerto Rico (U.S.) and the United States.

Group 2: Austria, Barbados, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Singapore, Slovakia, Slovenia, South Korea, Spain, Sweden, Switzerland, Taiwan and the United Kingdom.

Group 3: Albania, Argentina, Asia Others, Bahamas, Bosnia and Herzegovina, Brazil, Bulgaria, Chile, China, Colombia, Costa Rica, Croatia, Cyprus, Dominican Republic, Eastern Europe Others, Ecuador, Egypt, El Salvador, Greece, Guatemala, Hungary, India, Indonesia, Iran, Jamaica, Kazakhstan, Liberia, Macedonia, Malaysia, Malta, Marshall Islands, Mauritius, Mexico, Middle East and North Africa Others, Moldova, Morocco, Other Central America, Other South America, Other Sub Saharan Africa, Pakistan, Panama, Peru, Philippines, Qatar, Romania, Russia, Saudi Arabia, Serbia and Montenegro, South Africa, Thailand, Tunisia, Turkey, Ukraine, Uruguay, Venezuela and Vietnam.

The Fitch Minimum Weighted Average Spread Test

The "**Fitch Minimum Weighted Average Spread Test**" means the test which will be satisfied if, as at any Measurement Date, the Weighted Average Spread plus the Weighted Average Coupon Adjustment Percentage equals or exceeds the Minimum Weighted Average Spread, in each case as at such Measurement Date.

"**Minimum Weighted Average Spread**" means the weighted average spread (expressed as a percentage) applicable to the current Fitch Test Matrices selected by the Investment Manager.

The "**Weighted Average Spread**", as of any Measurement Date, is the number obtained by dividing:

(a) the amount equal to (A) the Aggregate Funded Spread plus (B) the Aggregate Unfunded Spread plus (C) the Aggregate Excess Funded Spread; by

(b) an amount equal to the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations as of such Measurement Date (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Defaulted Obligations and Deferring Securities),

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. The Weighted Average Spread shall be expressed as a percentage and shall be rounded up to the next 0.01 per cent. For the purposes of calculating the Weighted Average Spread, the amount of spread relating to any Collateral Debt Obligation shall exclude any amount in respect of which the Issuer or the Investment Manager has actual knowledge that payment will not be made when due by the Obligor thereunder (including, for the avoidance of doubt, any amount of spread that is payable at such Obligor's discretion or that is subject to deferral in accordance with the terms of the applicable Underlying Instruments).

The "**Aggregate Funded Spread**" is, as of any Measurement Date, the sum of:

(a) in the case of each Floating Rate Collateral Debt Obligation (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Non-Euro Obligations, Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) that bears interest at a spread over EURIBOR, (i) the stated interest rate spread on such Collateral Debt Obligation above EURIBOR; multiplied by (ii) the outstanding principal balance of such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation);

(b) in the case of each Floating Rate Collateral Debt Obligation (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Non-Euro Obligations, Defaulted Obligations and Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) that bears interest at a spread over an index other than EURIBOR-based index, (i) the excess of the sum of such spread and such index over EURIBOR with respect to the Rated Notes as of the immediately preceding Interest Determination Date (which spread or excess may be expressed as a negative percentage) multiplied by (ii) the outstanding principal balance of each such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation);

(c) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Defaulted Obligations and Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and subject to an Asset Swap Transaction, (i) the stated interest rate spread over EURIBOR spread payable by the applicable Asset Swap Counterparty to the Issuer under the related Asset Swap Transaction multiplied by (ii) the outstanding Principal Balance of such Non-Euro Obligation; and

(d) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, for any Mezzanine Obligation, only the required current cash pay interest required by

the Underlying Instruments thereon, and excluding Defaulted Obligations and Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and which is not subject to an Asset Swap Transaction, the difference between (i) the interest amount payable by the relevant obligor converted into Euro at the applicable Spot Rate multiplied by (x) in the case of Non-Euro Obligations denominated in U.S. Dollars, Sterling, Danish Krone, Swiss Francs, Swedish Krona or Norwegian Krone, 0.85; and (y) in the case of Non-Euro Obligations denominated in any other Qualifying Currency, 0.50, and (ii) the product of (x) the greater of (1) zero and (2) EURIBOR with respect to the Rated Notes as of the immediately preceding Interest Determination Date multiplied by (y) the outstanding Principal Balance of such Non-Euro Obligation *provided that* for such purposes, the stated interest rate spread or interest amount of any Floating Rate Collateral Debt Obligation which constitutes a Received Obligation in a Bankruptcy Exchange shall be the stated interest rate spread or interest amount of the new obligation accepted as part of the related Offer,

provided that, for purposes of paragraphs (a) through (d) above, the interest rate spread will be deemed to be, with respect to (1) any Floating Rate Collateral Debt Obligation that has a EURIBOR floor at or above zero, (i) the stated interest rate spread plus, (ii) if positive: (x) the EURIBOR (or such other floating rate) floor value minus (y) the greater of (A) EURIBOR (or such other floating rate) as in effect for the current accrual period and (B) zero and (2) any Floating Rate Collateral Debt Obligation that has no EURIBOR floor or a EURIBOR floor below zero, (i) the stated interest rate spread plus, (ii) the higher of (A) the EURIBOR floor value (provided that any asset which has no EURIBOR floor shall be deemed to have a EURIBOR floor equal to lower of (x) zero and (y) EURIBOR as in effect for the current accrual period), and (B) the lower of (x) EURIBOR as in effect for the current accrual period and (y) zero, and provided further that, for the purposes of this paragraph only, each reference to "EURIBOR" so far as it relates to a Collateral Debt Obligation shall mean EURIBOR (or such other floating rate of interest) as determined pursuant to the Underlying Instrument in respect of such Collateral Debt Obligation (provided that to the extent the floor is in respect of a Non-Euro Obligation and the floor is not included in the payments made to the Hedge Counterparty by the Issuer, for the purposes of paragraph (c) above, the additional interest amount in respect of such additional margin shall be determined by applying the Spot Rate (multiplied by (x) in the case of Non-Euro Obligations denominated in U.S. Dollars, Sterling, Danish Krone, Swiss Francs, Swedish Krona or Norwegian Krone, 0.85; and (y) in the case of Non-Euro Obligations denominated in any other Qualifying Currency, 0.50) in each case, under paragraph (c) and not the applicable Asset Swap Transaction exchange rate) (such adjustment pursuant to this paragraph, the "**EURIBOR Floor Adjustment**").

Further, the margin shall be deemed to be (x) in respect of a Step-Down Coupon Security, the lowest margin that is permissible pursuant to and in accordance with the Underlying Instruments relating thereto; and (y) in respect of a Step-Up Coupon Security, the margin applicable as at the relevant Measurement Date.

The "**Aggregate Unfunded Spread**" is, as of any Measurement Date, the sum of the products obtained by multiplying (i) for each Delayed Drawdown Collateral Debt Obligation and Revolving Obligation (other than Defaulted Obligations), the current per annum rate payable by way of such commitment fee then in effect as of such date and (ii) the undrawn commitments of each such Delayed Drawdown Collateral Debt Obligation and Revolving Obligation as of such date *provided that* for any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation which constitutes a Received Obligation in a Bankruptcy Exchange (other than Defaulted Obligations and Deferring Securities) shall be the commitment fee of the new obligation accepted as part of the related Offer.

The "**Aggregate Excess Funded Spread**" is, as of any Measurement Date, the amount obtained by multiplying:

(a) the EURIBOR applicable to the Rated Notes during the Accrual Period in which such Measurement Date occurs; by

(b) the amount (not less than zero) equal to (i) the Aggregate Principal Balance of the Collateral Debt Obligations (excluding for the avoidance of doubt, the principal balance of any Defaulted Obligation) as of such Measurement Date minus (ii) the Target Par Amount minus (iii) the aggregate amount of Principal Proceeds received from the issuance of additional Notes pursuant to the Trust Deed.

The "**Weighted Average Coupon Adjustment Percentage**" means a percentage, equal as of any Measurement Date, to a number obtained by multiplying (a) the result of the Weighted Average Fixed Coupon minus the Reference Weighted Average Fixed Coupon, by (b) the number obtained by dividing the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations by the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations (in each case excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations), and which product may, for the avoidance of doubt, be negative.

The "**Reference Weighted Average Fixed Coupon**" means, if any of the Collateral Debt Obligations are Fixed Rate Collateral Debt Obligations 3.50 per cent. and otherwise zero per cent.

The "**Weighted Average Fixed Coupon**", as of any Measurement Date, is the number expressed as a percentage obtained by dividing:

(a) the amount equal to the Aggregate Coupon; by

(b) an amount equal to the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations as of such Measurement Date,

in each case (i) excluding, for any Mezzanine Obligation, any interest that has been deferred and capitalised thereon (other than any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation), (ii) excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations and (iii) 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. For the purposes of calculating the Weighted Average Fixed Coupon, the amount of coupon relating to any Collateral Debt Obligation shall exclude any amount in respect of which the Issuer or the Investment Manager has actual knowledge that payment will not be made when due by the Obligor thereunder (including, for the avoidance of doubt, any amount of coupon that is payable at such Obligor's discretion or that is subject to deferral in accordance with the terms of the applicable Underlying Instruments).

The "**Aggregate Coupon**" is, as of any Measurement Date, the sum of (i) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation and subject to an Asset Swap Transaction, and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the product of (x) stated coupon on such Non-Euro Obligation expressed as a percentage and (y) the Principal Balance of such Non-Euro Obligation, converted into Euro at the applicable Asset Swap Transaction exchange rate, (ii) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation which is not subject to an Asset Swap Transaction and excluding Defaulted Obligations, Deferring Securities and the unfunded

portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, an amount equal to the Euro equivalent of the product of (x) stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the Principal Balance of such Non-Euro Obligation; and (iii) with respect to all other Fixed Rate Collateral Debt Obligations and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the sum of the products obtained by multiplying, in the case of each Fixed Rate Collateral Debt Obligation, (x) the stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the Principal Balance of such Collateral Debt Obligation.

Further, the coupon shall be deemed to be (x) in respect of a Step-Down Coupon Security, the lowest coupon that is permissible pursuant to and in accordance with the Underlying Instruments relating thereto; and (y) in respect of a Step-Up Coupon Security, the margin applicable as at the relevant Measurement Date.

Maximum Obligor Concentration Test

The "**Maximum Obligor Concentration Test**" will be satisfied on any Measurement Date, if the Obligor Concentration as at such Measurement Date is less than or equal to the Maximum Obligor Concentration as at such Measurement Date.

The "**Maximum Obligor Concentration**" means, on any Measurement Date, the Obligor Concentration applicable to the Fitch Tests Matrix selected by the Investment Manager on such date in accordance with the Investment Management and Collateral Administration Agreement.

"**Obligor Concentration**" means, on any Measurement Date, the percentage of the Aggregate Collateral Balance represented by the Aggregate Collateral Balance of Collateral Debt Obligations relating to the ten Obligors contained in the Portfolio on such date that yield the highest such percentage (where for the purposes of determining the Aggregate Collateral Balance and the Aggregate Principal Balance, the Principal Balance of each Defaulted Obligation shall be excluded).

The Weighted Average Life Test

The "**Weighted Average Life Test**" will be satisfied on any Measurement Date if the Weighted Average Life as of such date is less than or equal to an amount equal to the number of years (rounded up to the nearest one hundredth thereof) during the period from such Measurement Date to (i) 29 August 2031 or (ii) if the WAL Test Step Up Condition is satisfied on the WAL Test Step Up Determination Date, 28 February 2033.

"**Weighted Average Life**" is, as of any Measurement Date with respect to all Collateral Debt Obligations other than Defaulted Obligations, the number of years following such date obtained by summing the products obtained by multiplying:

(a) (i) the Average Life at such time of each such Collateral Debt Obligation by (ii) the Principal Balance of such Collateral Debt Obligation,

and dividing such sum by:

(b) the Aggregate Principal Balance at such time of all Collateral Debt Obligations other than Defaulted Obligations.

"**Average Life**" is, on any Measurement Date with respect to any Collateral Debt Obligation, the quotient obtained by dividing (a) the sum of the products of (i) the number of years (rounded to the nearest one hundredth thereof) from such Measurement Date to the respective dates of each successive scheduled

distribution of principal of such Collateral Debt Obligation and (ii) the respective amounts of principal of such scheduled distributions by (b) the sum of all successive scheduled distributions of principal on such Collateral Debt Obligation.

"**WAL Test Step Up Condition**" means (a) each of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests are satisfied on such date, and (b) the Aggregate Collateral Balance being equal to or exceeding the Reinvestment Target Par Balance on such date (provided that for the purpose of determining the Aggregate Collateral Balance, the Principal Balance (i) of a Collateral Debt Obligation shall include any accrued interest which was purchased at the time of acquisition thereof with Principal Proceeds and (ii) of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its S&P Collateral Value).

"**WAL Test Step Up Determination Date**" means 28 February 2026.

The S&P CDO Monitor Test

The "**S&P CDO Monitor Test**" will be satisfied on any date of determination during the Reinvestment Period following receipt by the Investment Manager or the Collateral Administrator from S&P of the S&P CDO Monitor Input File to the S&P CDO Monitor if, after giving effect to the purchase of any additional Collateral Debt Obligation, the S&P CDO Monitor Adjusted BDR is equal to or greater than the S&P CDO Monitor SDR. The S&P CDO Monitor Test shall only be applicable to the junior-most Class of Notes rated "AAA" as of the Issue Date.

"**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 Debt Obligations relative to the Target Par Amount as follows:

S&P CDO Monitor BDR * (OP / NP) + (NP - OP) / (NP * (1 – S&P Weighted Average Recovery Rate)), where OP = Target Par Amount; and NP = the sum of the Aggregate Principal Balances of the Collateral Debt Obligations (other than any obligation with an S&P Rating below "CCC-"), Principal Proceeds, and the sum of the products of the lower of the S&P Recovery Rate or the Market Value of each obligation with an S&P Rating below "CCC-" and the Principal Balance of the relevant obligation.

"**S&P CDO Monitor BDR**" means the value calculated using the formula provided by S&P at closing (or such other published formula by S&P that the Investment Manager provides to the Collateral Administrator):

S&P CDO Monitor BDR = C0 + (C1 * Weighted Average Spread) + (C2 * S&P Weighted Average Recovery Rate).

where

Term	Meaning
C0	Transaction-specific coefficients based on cash flow analysis done by S&P and provided to the Investment Manager at any time
C1	Transaction-specific coefficients based on cash flow analysis done by S&P and provided to the Investment Manager at any time
C2	Transaction-specific coefficients based on cash flow analysis done by S&P and provided to the Investment Manager at any time

WAS	Weighted Average Spread
WARR	S&P Weighted Average Recovery Rate

"**S&P CDO Monitor Input File**" means the file provided to the Investment Manager or the Collateral Administrator by S&P setting out any new S&P CDO Monitor BDR coefficients applicable after the Issue Date.

"**S&P CDO Monitor SDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Investment Manager provides to the Collateral Administrator):

0.247621 + (SPWARF/9162.65) – (DRD/16757.2) – (ODM/7677.8) – (IDM/2177.56) – (RDM/34.0948) + (WAL/27.3896)

Where

Term	Meaning
SPWARF	S&P Weighted Average Rating Factor
DRD	S&P Default Rate Dispersion
ODM	S&P Obligor Diversity Measure
IDM	S&P Industry Diversity Measure
RDM	S&P Regional Diversity Measure
WAL	S&P Weighted Average Life

"**S&P CLO Specified Assets**" means Collateral Debt Obligations with an S&P Rating equal to or higher than "CCC-".

"**S&P Default Rate Dispersion**" means the value calculated by multiplying the Principal Balance for each S&P CLO Specified Asset by the absolute value of the difference between the S&P Global Ratings Factor for such S&P CLO Specified Asset and the S&P Weighted Average Rating Factor, then summing the results for all S&P CLO Specified Assets, and dividing this amount by the Aggregate Principal Balance of the S&P CLO Specified Assets.

"**S&P Global Ratings Factor**" means, for each S&P CLO Specified Asset, the five year asset default rate given the S&P CLO Specified Asset's S&P Rating and the default table in S&P's Corporate CDO Criteria (see below as currently published by S&P on 21 June 2019 in "Global Methodology And Assumptions For CLOs And Corporate CDOs", or such other published table by S&P that the Investment Manager provides to the Collateral Administrator) multiplied by 10,000.

S&P Rating	S&P Global Ratings Factor
AAA	13.51
AA+	26.75
AA	46.36
AA-	63.90
A+	99.50
A	146.35
A-	199.83
BBB+	271.01
BBB	361.17
BBB-	540.42
BB+	784.92
BB	1233.63
BB-	1565.44
B+	1982.00
B	2859.50

B-	3610.11
CCC+	4641.40
CCC	5293.00
CCC-	5751.10
CC	10000.00
SD	10000.00
D	10000.00

"**S&P Industry Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each S&P Industry Classification Group in the Portfolio, then dividing each of these amounts by the Aggregate Principal Balance of the S&P CLO Specified Assets from all the S&P Industry Classification Groups in the Portfolio, then squaring the result for each industry, and 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 S&P CLO Specified Assets from each Obligor and its affiliates, then dividing each such Aggregate Principal Balance by the Aggregate Principal Balance of all S&P CLO Specified Assets 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 Regional Diversity Measure**" means a measure calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each S&P region set forth in Annex C of this Offering Circular, then dividing each of these amounts by the Aggregate Principal Balance of the S&P CLO Specified Assets from all S&P regions in the Portfolio, then squaring the result for each region, then taking the reciprocal of the sum of these squares.

"**S&P Recovery Rate**" means, in respect of each Collateral Debt Obligation and Loss Mitigation Obligation and each Class of Rated Notes, an S&P Recovery Rate determined in accordance with the Investment Management and Collateral Administration Agreement or as advised by S&P. Extracts of the S&P Recovery Rates applicable under the Investment Management and Collateral Administration Agreement as at the Issue Date are set out in Annex B of this Offering Circular.

"**S&P Weighted Average Recovery Rate**" means, as of any Measurement Date, the number (expressed as a percentage) obtained by summing the products obtained by multiplying the Principal Balance (excluding Purchased Accrued Interest and Ramp Accrued Interest) of each Collateral Debt Obligation by its S&P Recovery Rate, dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations and rounding up to the nearest 0.1 per cent. For purposes of this rate, the Principal Balance of any Defaulted Obligation shall be deemed to be zero.

"**S&P Weighted Average Life**" means the value calculated by determining the number of years between the current date and the maturity date of each S&P CLO Specified Asset, then multiplying each S&P CLO Specified Asset's Principal Balance by such number of years, and then summing this amount of all S&P CLO Specified Assets, and dividing this amount by the Aggregate Principal Balance of all S&P CLO Specified Assets.

"**S&P Weighted Average Rating Factor**" means the value calculated by multiplying the Principal Balance for each S&P CLO Specified Asset by its S&P Global Ratings Factor, then summing the results of all S&P CLO Specified Assets, and then dividing this result by the Aggregate Principal Balance of the S&P CLO Specified Assets.

Rating Definitions

S&P Ratings Definitions

"**Information**" means S&P's "Credit Estimate Information Requirements" dated April 2011 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 Debt Obligation, as of any date of determination, the rating determined in accordance with the following methodology:

(a) if there is an S&P Issuer Credit Rating of the issuer of such Collateral Debt Obligation by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Debt Obligation (in a form that satisfies the then current S&P guarantee criteria), then the S&P Rating shall be such rating (regardless of whether there is a published rating by S&P on the Collateral Debt Obligations of such issuer held by the Issuer, *provided that* private ratings (that is, ratings provided at the request of the Obligor) may be used for purposes of this definition if the related Obligor has consented to the disclosure thereof and a copy of such consent has been provided to S&P);

(b) if there is no S&P Issuer Credit Rating of the issuer or guarantor by S&P but,

(i) there is a senior secured rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category below such rating;

(ii) if clause (i) above does not apply, but there is a senior unsecured rating on any obligation or security of the issuer, the S&P Rating of such Collateral Debt Obligation shall equal such rating; and

(iii) if neither clause (i) nor clause (ii) above applies, but there is a subordinated rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category above such rating;

(c) with respect to any Collateral Debt Obligation that is a Current Pay Obligation, the S&P Rating applicable to such obligation shall be the issue level rating thereof and if there is no such issue level rating, the S&P Rating applicable to such Current Pay Obligation shall be "CCC-";

(d) with respect to any Collateral Debt Obligation that is a Corporate Rescue Loan or Uptier Priming Debt:

(i) (A) in the case of a Corporate Rescue Loan or Uptier Priming Debt falling within paragraph (a) of the definition of Corporate Rescue Loan, if S&P has assigned a public rating to such Corporate Rescue Loan or Uptier Priming Debt, the S&P Rating for such Corporate Rescue Loan or Uptier Priming Debt shall be such public rating or (B) if no public rating is assigned by S&P to such Corporate Rescue Loan or Uptier Priming Debt, the S&P Rating shall be any credit estimate assigned to it by S&P; or

(ii) (A) in the case of any Corporate Rescue Loan or Uptier Priming Debt falling within paragraph (b) of the definition of Corporate Rescue Loan, if S&P has assigned an S&P Issuer Credit Rating to such Corporate Rescue Loan or Uptier Priming Debt, the S&P Rating for such Corporate Rescue Loan or Uptier Priming Debt shall be such S&P Issuer Credit Rating or (B) if no S&P Issuer Credit Rating is assigned by S&P to such Corporate

Rescue Loan or Uptier Priming Debt, the S&P Rating shall be any credit estimate assigned to it by S&P; or

(iii) (upon application by the Issuer (or the Investment Manager on behalf of the Issuer) to S&P for a credit estimate, the applicable Corporate Rescue Loan or Uptier Priming Debt shall be deemed to have an S&P Rating of "D"; and

(e) if there is not a rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined (other than in the case of Corporate Rescue Loans or Uptier Priming Debt) pursuant to paragraphs (i) to (iv) below:

(i) if an obligation of the issuer is not a Corporate Rescue Loan or Uptier Priming Debt and is publicly rated by Moody's or Fitch and any successor or successors thereto, then the S&P Rating will be determined in accordance with the methodologies for establishing the S&P Rating set forth above except that the S&P Rating of such obligation will be the S&P equivalent of the lower of the Moody's rating or the Fitch rating (as applicable); *provided that* the S&P Rating will be a further sub-category above the S&P equivalent of the Moody's rating or the Fitch rating of the applicable obligation if the relevant Moody's rating or Fitch rating is on "credit watch positive" by Moody's or Fitch (as applicable) and the S&P Rating will be a further sub-category below the S&P equivalent of the Moody's rating or the Fitch rating of the applicable obligation if the relevant Moody's rating or Fitch Rating is on "credit watch negative" by Moody's or Fitch (as applicable), except if the S&P equivalent of the relevant Moody's rating or Fitch rating of the applicable obligation is "CCC-", in such case the S&P Rating will be "CCC-"; *provided, further,* that the S&P Rating shall not be determined pursuant to this paragraph (e)(i) in respect of any Collateral Debt Obligation, if doing so would result in the Aggregate Principal Balance of Collateral Debt Obligations for which S&P Ratings have been determined pursuant to this paragraph (e)(i) exceeding 15 per cent. of the Aggregate Collateral Balance at the relevant time (where, for the purposes of determining the Aggregate Collateral Balance, the Principal Balance of each Defaulted Obligation shall be equal to its S&P Collateral Value);

(ii) the S&P Rating may be based on a credit estimate provided by S&P, and in connection therewith, the Issuer, the Investment Manager on behalf of the Issuer or the issuer of such Collateral Debt Obligation shall, prior to or within 30 days after the acquisition of such Collateral Debt Obligation, apply (and concurrently submit all available information in respect of such application) to S&P for a credit estimate which shall be its S&P Rating; *provided that*, if such information is submitted within such 30 day period, then, for a period of up to 90 days after acquisition of such Collateral Debt Obligation by the Issuer and pending receipt from S&P of such estimate, such Collateral Debt Obligation shall have an S&P Rating as determined by the Investment Manager in its sole discretion if (A) the Investment Manager certifies to the Trustee and the Collateral Administrator that it believes that such S&P Rating determined by the Investment Manager is commercially reasonable and that the S&P Rating, will be at least equal to such rating and (B) the Aggregate Principal Balance of the Collateral Debt Obligations subject to an S&P Rating determined by the Investment Manager in accordance with (A) does not exceed five (5) per cent. of the Aggregate Collateral Balance (for such purpose the Principal Balance of all Defaulted Obligations shall be their S&P Collateral Value); *provided, further,* that: (x) if such information is not submitted within such 30 day period and (y) following the end of the 90 day period set forth above, pending receipt from S&P of such estimate, the Collateral Debt Obligation shall have an S&P Rating of "CCC-"; unless, in the case of

clause (y) above, during such 90 day period, the Investment Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; *provided, further,* that; if the Collateral Debt Obligation has had a public rating by S&P that S&P has withdrawn or suspended within six (6) months prior to the date of such application for a credit estimate in respect of such Collateral Debt Obligation, the S&P Rating in respect thereof shall be "CCC-" pending receipt from S&P of such estimate, and S&P may elect not to provide such estimate until a period of six (6) months have elapsed after the withdrawal or suspension of the public rating; *provided, further,* that such credit estimate shall expire 12 months after the acquisition of such Collateral Debt Obligation, following which such Collateral Debt Obligation shall have an S&P Rating of "CCC-" unless, during such 12 month period, the Issuer (or the Investment Manager acting on behalf of the Issuer) applies for renewal thereof in accordance with the Investment Management and Collateral Administration Agreement in which case such credit estimate shall continue to be the S&P Rating of such Collateral Debt Obligation until S&P has confirmed or revised such credit estimate, upon which such confirmed or revised credit estimate shall be the S&P Rating of such Collateral Debt Obligation; *provided, further,* that such confirmed or revised credit estimate shall expire on the next succeeding 12 month anniversary of the date of the acquisition of such Collateral Debt Obligation and (when renewed annually in accordance with the Investment Management and Collateral Administration Agreement) on each 12 month anniversary thereafter;

(iii) if (1) neither the issuer nor any of its affiliates is subject to insolvency, bankruptcy, or similar proceedings, and (2) all the issuer's obligations are current and the Investment Manager believes they will remain current, then the S&P Rating for such Collateral Debt Obligation is "CCC-"'; and

(iv) with respect to Collateral Debt Obligations whose rating input cannot be determined using any of the steps described in subparagraphs (i) through (iii) above, then the S&P Rating is 'CC',

provided that for purposes of the determination of the S&P Rating, (x) if the applicable rating assigned by S&P to an Obligor or its obligations is on "credit watch positive" by S&P, such rating will be treated as being one 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 sub-category below such assigned rating and (z) only ratings assigned on the basis of ongoing surveillance will be applicable for the purposes of this definition.

Fitch Ratings Definitions

The "**Fitch Rating**" of any Collateral Debt Obligation will be determined in accordance with the below methodology (with the sub-paragraph earliest in this definition applying in the case where more than one sub-paragraph would otherwise be applicable):

(a) with respect to any Collateral Debt Obligation in respect of which there is a Fitch issuer default rating, including credit opinions, whether public or privately provided to the Investment Manager following notification by the Investment Manager that the Issuer has entered into a binding commitment to acquire such Collateral Debt Obligation (the "**Fitch Issuer Default Rating**"), the Fitch Rating shall be such Fitch Issuer Default Rating;

(b) if the Obligor thereof has an outstanding long term financial strength rating from Fitch (the "**Fitch LTSR**"), then the Fitch Rating shall be one notch lower than such Fitch LTSR;

(c) if in respect of any other obligation of the Obligor or its Affiliates, there is a publicly available rating by Fitch, then the Fitch Rating shall be the Fitch IDR Equivalent determined by applying the Fitch Rating Mapping Table (as defined below) to such rating;

(d) if in respect of the Collateral Debt Obligation there is a Moody's CFR, a Moody's Long Term Issuer Rating, or an S&P Issuer Credit Rating, then the Fitch Rating shall be the rating that corresponds to the lowest thereof;

(e) if in respect of the Collateral Debt Obligation, there is an Insurance Financial Strength Rating, then the Fitch Rating shall be one notch lower than such Insurance Financial Strength Rating;

(f) if in respect of the Collateral Debt Obligation there is a Moody's/S&P Corporate Issue Rating, then the Fitch Rating shall be the Fitch IDR Equivalent determined by applying the Fitch Rating Mapping Table (as defined below) to such rating;

(g) if a Fitch Rating cannot otherwise be assigned, the Investment Manager, on behalf of the Issuer, shall apply to Fitch for a credit opinion which shall then be the Fitch Rating or shall agree a rating with Fitch which shall then be the Fitch Rating, *provided that* pending receipt from Fitch of any credit opinion, the applicable Collateral Debt Obligation shall either be deemed to have a Fitch Rating of "B-", subject to the Investment Manager believing (in its reasonable judgement) that such credit assessment will be at least "B-" or the rating specified as applicable thereto by Fitch pending receipt of such credit assessment; *provided further that* if no credit opinion from Fitch is expected (in the opinion of the Investment Manager) to become available for the relevant Collateral Debt Obligation and (i) the relevant Collateral Debt Obligation is not a Defaulted Obligation or a Collateral Debt Obligation with a Moody's CFR or Moody's Long Term Issuer Rating (in each case without regard to whether any such ratings are publicly available) of "Caa1" or lower and, if the relevant Collateral Debt Obligation has only a Moody's Corporate Issue Rating, the Fitch IDR Equivalent rating, determined by applying the Fitch Rating Mapping Table to such Moody's Corporate Issue Rating, is greater than "Caa1"; (ii) the relevant Collateral Debt Obligation has a private rating by Moody's; and (iii) the relevant Collateral Debt Obligation does not form part of the Fitch Deemed Rating Excess (as defined below), then the Fitch Rating of the relevant Collateral Debt Obligation shall be deemed to be "B-" (*provided that* the Investment Manager may elect in its sole discretion to assign any such Collateral Debt Obligation a Fitch Rating of "CCC"), and if any of the paragraphs (i) to (iii) in the foregoing proviso are not met, then the relevant Collateral Debt Obligation will be deemed to have a Fitch Rating of "CCC" (except where a Fitch IDR Equivalent rating has been determined in accordance with paragraph (i) above and such rating is lower than "CCC", in which case the relevant Collateral Debt Obligation shall be deemed to be a Defaulted Obligation for the purposes of this definition of "Fitch Rating").

(h) if such Collateral Debt Obligation is a Corporate Rescue Loan or Uptier Priming Debt:

(i) if such Corporate Rescue Loan or Uptier Priming Debt has a publicly available rating from Fitch or has been assigned an issue level credit assessment by Fitch, the Fitch Rating shall be such rating or credit assessment;

(ii) otherwise the Issuer or the Investment Manager on behalf of the Issuer shall apply to Fitch for an issue level credit assessment *provided that*, pending receipt from Fitch of any issue level credit assessment, the applicable Corporate Rescue Loan or Uptier Priming Debt shall either be deemed to have a Fitch Rating of "CCC", subject to the Investment Manager believing (in its reasonable judgement) that such credit assessment

will be at least "CCC" or the rating specified as applicable thereto by Fitch pending receipt of such credit assessment; or

For the purposes of determining the Fitch Rating, the following definitions shall apply, *provided always that*:

(a) if a debt security or obligation of the Obligor has been in default during the past two years, the Fitch Rating of such Collateral Debt Obligation shall be treated as "D"; and

(b) with respect to any Current Pay Obligation that is rated "D" or "RD", the Fitch Rating of such Current Pay Obligation will be "CCC",

and *provided further that*:

(x) if the applicable Collateral Debt Obligation has been put on rating watch negative or negative credit watch for possible downgrade by:

(i) Fitch, then the rating used to determine the Fitch Rating above shall be one rating subcategory below such rating by Fitch;

(ii) Moody's, then in the case only where the Fitch Rating is derived from a rating assigned by Moody's then the Fitch Rating shall be one rating subcategory below what would otherwise be the Fitch Rating determined pursuant to paragraphs (a) to (h) above; or

(iii) S&P, then in the case only where the Fitch Rating is derived from a rating assigned by S&P then the Fitch Rating shall be one rating subcategory below what would otherwise be the Fitch Rating determined pursuant to paragraphs (a) to (h) above;

provided further, in each case, (A) notwithstanding the rating definition described above, Fitch reserves the right to use a credit opinion or a rating estimate for any Collateral Debt Obligations at any time; and (B) if such notching would result in a Fitch Rating that is lower than "CCC-"; and the Fitch, Moody's or S&P rating used to determine such Fitch Rating is equal to "CCC-", "Caa3" or "CCC-" respectively, the Fitch Rating of such Collateral Debt Obligation shall be deemed to be "CCC-".

"**Fitch Deemed Rating Excess**" means each Collateral Debt Obligation to which a Fitch Rating of "B-" would have been applied in accordance with the second proviso in paragraph (g) above, but for the Principal Balance of which, when added to the Principal Balance of each other such Collateral Debt Obligation (and for the avoidance of doubt excluding for the purposes of this definition all such Collateral Debt Obligations to which the Investment Manager has assigned a Fitch Rating of "CCC" pursuant to paragraph (g) above), exceeding 10 per cent. of the Aggregate Principal Balance (where the latest Collateral Debt Obligations to have been purchased shall be deemed to constitute such excess).

"**Fitch IDR Equivalent**" means, in respect of any rating described in the Fitch Rating Mapping Table, the equivalent Fitch Issuer Default Rating determined by increasing (or reducing, in the case of a negative number) such rating (or the nearest Fitch equivalent thereof) by the number of notches specified under "Mapping Rule" in the fourth column of the Fitch Rating Mapping Table.

"**Fitch Rating Mapping Table**" means the following table:

1. Rating Type	2. Applicable Rating Agency(ies)	3. Issue rating	4. Mapping Rule
Corporate family rating or long term issuer rating.....	Moody's	n/a	+0
Issuer credit rating.....	S&P	n/a	+0
Senior unsecured.....	Fitch, Moody's or S&P	Any	+0
Senior secured or subordinated secured.....	Fitch or S&P	"BBB-" or above	+0
Senior secured or subordinated secured.....	Fitch or S&P	"BB+" or below	-1
Senior secured or subordinated secured.....	Moody's	"Ba1" or above	-1
Senior secured or subordinated secured.....	Moody's	"Ba2" or below but at or above "Ca"	-2
Senior secured or subordinated secured.....	Moody's	"Ca"	-1
Subordinated (junior or senior)	Fitch, Moody's or S&P	"B+" / "B1" or above	+1
Subordinated (junior or senior)	Fitch, Moody's or S&P	"B" / "B2" or below	+2

"**Insurance Financial Strength Rating"** means, in respect of a Collateral Debt Obligation, the lower of any applicable public insurance financial strength rating by S&P or Moody's in respect thereof.

"**Moody's**" means Moody's Investors Service, Ltd. and any successor or successors thereto.

"**Moody's CFR**" means, in respect of a Collateral Debt Obligation, a publicly available corporate family rating by Moody's in respect of the Obligor thereof.

"**Moody's Long Term Issuer Rating**" means, in respect of a Collateral Debt Obligation, a publicly available long term issuer rating by Moody's in respect of the Obligor thereof.

"**Moody's/S&P Corporate Issue Rating**" means, in respect of a Collateral Debt Obligation, the lower of the Fitch IDR Equivalent ratings, determined in accordance with the Fitch Rating Mapping Table, corresponding to any outstanding publicly available issue rating by Moody's and/or S&P in respect of any other obligation of the Obligor or any of its Affiliates.

"**S&P Issuer Credit Rating**" means, in respect of a Collateral Debt Obligation, a publicly available issuer credit rating by S&P in respect of the Obligor thereof.

The Coverage Tests

The Coverage Tests will consist of the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test, the Class F Par Value Test, the Class A/B Interest Coverage Test, the Class C Interest Coverage Test and the Class D Interest Coverage Test. The Coverage Tests will be used primarily to determine whether interest may be paid on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes and whether Principal Proceeds may be

reinvested in Substitute Collateral Debt Obligations. Each of the Class A/B Par Value Test, the Class A/B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test, the Class D Interest Coverage Test, the Class E Par Value Test and the Class F Par Value Test shall apply on a Measurement Date (a) on and after the Effective Date (i) in respect of the Par Value Tests (other than the Class F Par Value Test) and (y) solely in respect of the Class F Par Value Test, following the expiry of the Reinvestment Period, and (b) on and after the Determination Date immediately preceding the second Payment Date following the Effective Date in the case of the Interest Coverage Tests and shall be satisfied on a Measurement Date if the corresponding Par Value Ratio or Interest Coverage Ratio (as the case may be) is at least equal to the percentage specified in the table below in relation to that Coverage Test.

Coverage Test and Ratio	Percentage at which Test is Satisfied
Class A/B Par Value	128.88%
Class A/B Interest Coverage	120.00%
Class C Par Value	120.20%
Class C Interest Coverage	110.00%
Class D Par Value	110.96%
Class D Interest Coverage	105.00%
Class E Par Value	106.73%
Class F Par Value	102.95%

DESCRIPTION OF THE INVESTMENT MANAGEMENT AND COLLATERAL ADMINISTRATION AGREEMENT

Fees

As compensation for the performance of its investment management services under the Investment Management and Collateral Administration Agreement, the Investment Manager will receive from the Issuer, in arrear on each Payment Date, the Senior Investment Management Fee, which will be payable senior to the Notes, but subordinated to certain fees and expenses of the Issuer, in accordance with the Priorities of Payment.

The Investment Management and Collateral Administration Agreement also provides that the Investment Manager will receive from the Issuer, in arrear on each Payment Date, the Subordinated Investment Management Fee, which will be payable senior to the payments on the Subordinated Notes, but subordinated to the Rated Notes, in accordance with the Priorities of Payment.

In addition to the Senior Investment Management Fee and the Subordinated Investment Management Fee, the Investment Manager will receive the Incentive Investment Management Fee, if the Incentive Investment Management Fee IRR Threshold has been met, payable out of Interest Proceeds and Principal Proceeds that would otherwise be available to distribute to the Subordinated Noteholders in accordance with the Priorities of Payment.

Each of the Senior Investment Management Fee and the Subordinated Investment Management Fee shall be calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case, based upon the actual number of days elapsed in the applicable Due Period divided by 360.

If amounts distributable on any Payment Date in accordance with the Priorities of Payment are insufficient to pay the Senior Investment Management Fee in full, then a portion of the Senior Investment Management Fee equal to the shortfall will be deferred and will be payable on subsequent Payment Dates on which funds are available therefor according to the Priorities of Payment.

If amounts distributable on any Payment Date in accordance with the Priorities of Payment are insufficient to pay the Subordinated Investment Management Fee in full, then a portion of the Subordinated Investment Management Fee equal to the shortfall will be deferred and will be payable on subsequent Payment Dates on which funds are available therefor according to the Priorities of Payment.

The Investment Manager may elect to designate for reinvestment in additional Collateral Debt Obligations, Loss Mitigation Obligations or Substitute Collateral Debt Obligations or, defer some or all of the amounts that would have been payable to the Investment Manager as the Senior Investment Management Fees or the Subordinated Investment Management Fees. The Investment Manager may also elect to irrevocably waive some or all of the amounts that would have been payable to the Investment Manager as the Subordinated Investment Management Fees. Any amounts so designated to purchase additional Collateral Debt Obligations, Loss Mitigation Obligations or Substitute Collateral Debt Obligations, as applicable, shall be deposited in the Principal Account pending reinvestment in additional Collateral Debt Obligations, Loss Mitigation Obligations or Substitute Collateral Debt Obligations, as applicable, or applied in accordance with the Priorities of Payment. Any amounts so deferred or waived shall be applied in accordance with the Priorities of Payment. Any due and unpaid Investment Management Fees including Deferred Senior Investment Management Amounts and Deferred Subordinated Investment Management Amounts shall not accrue any interest.

Cross Transactions, Principal Transactions and Conflicts of Interest

The Investment Manager and its Affiliates and/or any fund or account for which the Investment Manager or any Affiliate of the Investment Manager serves as investment adviser or investment manager may at certain times seek to purchase or sell investments from or to the Issuer as principal. Under the Investment Management and Collateral Administration Agreement, the Investment Manager, at its option and sole discretion, may effect principal transactions between such entities. In addition, the Investment Manager and its Affiliates will be authorised to engage in certain "cross" and/or "principal" transactions between an Investment Manager Related Person and the Issuer if permitted in accordance with applicable policies and procedures, and in any case by applicable law, as further described in "*Risk Factors – Relating to certain conflicts of interest – Investment Manager*".

In the event that any Originated Asset (as defined in the Conditions) becomes a Defaulted Obligation within the Seasoning Period (as defined in the Conditions), the Issuer shall have the right to require the Investment Manager to purchase from it the relevant Originated Asset for the same purchase price as the Issuer committed to purchase and settle such Originated Asset in accordance with the terms summarised in the section entitled "*The Retention Holder and Retention and Transparency Requirements – Origination of Collateral Debt Obligations*".

Under the Investment Management and Collateral Administration Agreement, the Issuer will acknowledge and agree, among other things, that (i) the Investment Manager engages in other business and furnishes investment management and advisory services to other funds which may differ from those provided by the Investment Manager on behalf of the Issuer, (ii) the Investment Manager may make recommendations or effect transactions which may differ from those effected with respect to the loans and securities included in the Collateral, (iii) the Investment Manager may, from time to time, or may cause or direct another account managed by the Investment Manager to buy or sell, or recommend to the account the buying or selling of, securities of the same or a different kind or class of the same issuer, as the Investment Manager directs be purchased or sold on behalf of the Issuer and (iv) in certain circumstances, the interests of the Issuer and/or the Noteholders with respect to matters as to which the Investment Manager is advising the Issuer may conflict with the interests of the Investment Manager.

By purchasing a Note, a holder shall be deemed to have consented to the procedures described herein relating to cross transactions, principal transactions and to the conflicts of interest described herein. The Investment Manager or its Affiliates may have a potentially conflicting division of loyalties and responsibilities regarding, both parties to any principal transaction or cross transactions. See "*Risk Factors – Relating to certain conflicts of interest – Investment Manager*".

The Investment Manager may participate in creditors' committees with respect to the bankruptcy, restructuring or work-out of issuers of Collateral Debt Obligations. In such circumstances, the Investment Manager may take positions on behalf of itself or any Investment Manager Related Person that are adverse to the interests of the Issuer in the Collateral Debt Obligations.

Standard of Care of the Investment Manager

Pursuant to the Investment Management and Collateral Administration Agreement, the Investment Manager will agree with the Issuer that it will perform its obligations, duties and discretions under the Investment Management and Collateral Administration Agreement, with reasonable care and to the extent not inconsistent with the foregoing, the Investment Manager will follow its customary standards, policies and procedures in performing its duties under the Investment Management and Collateral Administration Agreement using a degree of skill not less than that which the Investment Manager exercises (and in any event not less than the degree of care and skill exercised by other investment managers of recognised

standing) with respect to comparable assets that it manages for itself and others having similar investment objectives and restrictions (the "**Standard of Care**").

Additionally, the Investment Management and Collateral Administration Agreement contains provisions which require (subject to the Standard of Care), that the Investment Manager shall not take any action on behalf of the Issuer which 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 to be subject to U.S. federal, state or local income tax on a net basis, subject to further conditions detailed in the Investment Management and Collateral Administration Agreement including adhering to the U.S. Tax Guidelines and/or relying on external tax advice as contemplated therein.

The Investment Manager is authorised to act on behalf of the Issuer pursuant to the Investment Management and Collateral Administration Agreement. The Investment Manager's duties and authority to act as Investment Manager are limited to the duties and authority specifically provided for in the Investment Management and Collateral Administration Agreement. In particular, the Investment Manager shall not assume the rights or obligations of the Issuer under the Notes, the Trust Deed or any other document to which the Issuer is a party.

Responsibilities of the Investment Manager

The Investment Manager will have no responsibility under the Investment Management and Collateral Administration Agreement other than to render the services called for thereunder in good faith and, subject to the Standard of Care described above:

(a) shall not be responsible for any action it takes, on behalf of the Issuer, in compliance with the terms of the Investment Management and Collateral Administration Agreement;

(b) shall not be responsible for any action or inaction by the Issuer, the Collateral Administrator or the Trustee in following or declining to follow any direction, advice, recommendation or instruction of the Investment Manager;

(c) does not assume any fiduciary duty or responsibility with regard to the Issuer, the Trustee, any Noteholder or any other person;

(d) does not guarantee or otherwise assume any responsibility for the performance of the Notes, the Portfolio, any Collateral Debt Obligation or the performance by any third party of any contract entered into on behalf of the Issuer or, except as expressly set forth under the Investment Management and Collateral Administration Agreement, any obligation of any other party;

(e) shall not incur any liability in acting upon any publicly available information published or provided to it in relation to the Collateral in the absence of actual knowledge of the Investment Manager to the contrary, save for manifest error;

(f) shall incur no liability to anyone in acting upon any signature, instrument, statement, notice, resolution, request, direction, consent, order, report, opinion, bond or other document, paper or data reasonably believed by it to be genuine and reasonably believed by it to be properly executed or signed or originated by the proper party or parties;

(g) shall be entitled to rely, in the absence of manifest error of which the Investment Manager is actually aware (without having made further enquiry or investigation), upon the accuracy and completeness of notices and other information supplied by the Collateral Administrator; and

(h) shall not incur any liability in, and shall bear no responsibility for, acting or relying upon information provided to it in respect of any Collateral Debt Obligation or related Underlying Instrument by (x) any Obligor or issuer thereof (or any officer thereof), (y) any investment bank providing analytical service in relation thereto or (z) any investment bank or other entity originating or arranging the syndication of such Collateral Debt Obligation.

In situations where a conflict of interest arises between the Issuer and the Investment Manager, neither the Investment Manager nor any of its clients, partners, members or their employees and their Affiliates has any duty to act in a way that is favourable to the Issuer or to offer any particular investment opportunity to the Issuer.

The Investment Manager, as well as its directors, employees, officers, shareholders and agents, shall not be liable (whether directly or indirectly, in contract or in tort or otherwise) to the Issuer, the Trustee, the Noteholders or any other person for any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceedings, obligations, penalties, assessments or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges and all legal fees and disbursements properly incurred in defending or disputing any of the foregoing and any pecuniary sanctions pursuant to Article 32 of the EU Securitisation Regulation or administrative penalties imposed under the UK Securitisation Regulation) (collectively "**Liabilities**") incurred by the Issuer, the Trustee, the Noteholders or any other person that arise out of or in connection with the performance by the Investment Manager of its duties under the Investment Management and Collateral Administration Agreement *provided* that nothing shall relieve the Investment Manager from liability to the Issuer for Liabilities it may incur:

(a) by reason of acts or omissions constituting bad faith, wilful misconduct or gross negligence (where gross negligence shall be given its meaning under New York law) of the Investment Manager under the Investment Management and Collateral Administration Agreement, the Trust Deed or any other Transaction Document to which it is a party; or

(b) with respect to the information concerning the Investment Manager provided in writing to the Issuer by the Investment Manager expressly for inclusion in the Preliminary Offering Circular (as defined in the Investment Management and Collateral Administration Agreement) and this Offering Circular, such information containing any untrue statement of material fact or omitting to state a material fact necessary in order to make the statement therein, in light of the circumstances under which they were made, not misleading,

each an "**Investment Manager Breach**". The Investment Manager shall indemnify the Issuer in respect of any Investment Manager Breaches subject to and in accordance with the Investment Management and Collateral Administration Agreement.

Notwithstanding any provision in the Investment Management and Collateral Administration Agreement to the contrary, in no event shall the Investment Manager be liable for special, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits) even if the Investment Manager has been advised of the likelihood of such loss or damage and regardless of the form of action.

Subject to the Standard of Care specified above, the Investment Manager (any Affiliates of the Investment Manager, and their shareholders, directors, officers, members, attorneys, advisors, agents and employees) will be entitled to indemnification by the Issuer in relation, *inter alia*, to the performance of the Investment Manager's obligations under the Investment Management and Collateral Administration Agreement, which will be payable in accordance with the Priorities of Payment (including any (i) pecuniary sanctions to which the Investment Manager became liable pursuant to Article 32 of the EU Securitisation Regulation and (ii) administrative penalties imposed on the Investment Manager in respect

of the UK Securitisation Regulation, in each case, not arising as a result of any act or omission that constitutes wilful default or negligence on the part of the Investment Manager). The Issuer shall not be liable for any costs incurred by the Investment Manager in respect of compliance by the Investment Manager with the U.S. Retention Regulations (to the extent applicable).

Resignation of the Investment Manager

The Investment Manager may resign, subject to the appointment of a successor investment manager, with or without cause upon at least 90 calendar days' prior written notice to the Issuer, the Collateral Administrator, the Trustee, the Noteholders (delivery of such notice to Noteholders to be given by the Issuer in accordance with the Conditions), any Hedge Counterparty and each Rating Agency. The Investment Manager may resign its appointment upon shorter notice whether or not a successor investment manager has been appointed where there is a change in law or the application of any applicable law which makes it illegal for the Investment Manager to carry on its duties under the Investment Management and Collateral Administration Agreement.

Investment Manager Tax Event

The Investment Manager may be removed by the Issuer (regardless of whether or not a successor investment manager has been appointed) if it has not changed the location from which it provides its investment management services under the terms of the Investment Management and Collateral Administration Agreement or otherwise remedied or eliminated the occurrence of an Investment Manager Tax Event, in each case, within 90 calendar days of the date that the Investment Manager first becomes aware of an Investment Manager Tax Event (where "**Investment Manager Tax Event**" means that the Issuer has become subject either to any:

(a) United Kingdom tax liability;

(b) French tax liability; or

(c) U.S. federal income tax on a net basis (or there being a substantial likelihood that the Issuer will become subject to such U.S. federal income tax),

where the amount of such tax liability is in a sufficient amount such that the Class E Par Value Test would not be satisfied if calculated assuming payment by the Issuer of such tax liability (in each case, *provided* that such 90 calendar day period shall be extended by a further 90 calendar days if the Investment Manager has notified the Issuer and the Trustee in writing before the end of the first 90 calendar day period that it expects to have changed the place from which it provides its investment management services under the terms of the Investment Management and Collateral Administration Agreement or that it is otherwise able to remedy or eliminate the circumstances giving rise to such Investment Manager Tax Event).

Removal for Cause

The Investment Manager may, subject to the appointment of a successor Investment Manager in accordance with the terms of the Investment Management and Collateral Administration Agreement, be removed for Cause upon at least 30 calendar days' prior written notice:

(a) by the Issuer at its discretion; and

(b) by the Trustee (subject to being indemnified and/or secured and/or prefunded to its satisfaction), if so directed in writing by the holders of:

(i) the Subordinated Notes, acting by way of Extraordinary Resolution; or

(ii) the Controlling Class, acting by way of Extraordinary Resolution,

(for the avoidance of doubt, in each case excluding any Notes held by the Investment Manager or any Investment Manager Related Person) *provided* that notice of such removal shall have been given to the holders of each Class of Notes by the Issuer or the Trustee, as the case may be, in accordance with the Conditions.

For the purposes of determining "**Cause**" with respect to termination of the Investment Management and Collateral Administration Agreement such term shall mean any one of the following events:

(a) that the Investment Manager wilfully violated a material provision of the Investment Management and Collateral Administration Agreement, the Trust Deed or any other Transaction Document applicable to it (unrelated to the economic performance of the Collateral Debt Obligations (for the avoidance of doubt, it being understood that the failure to meet any Coverage Tests, the Reinvestment Overcollateralisation Test, any Portfolio Profile Tests or any Collateral Quality Tests shall not of itself constitute a breach by the Investment Manager under this paragraph (a));

(b) that the Investment Manager breached in any respect any provision of the Investment Management and Collateral Administration Agreement as is applicable to it (other than as specified in paragraph (a) above) which breach:

(i) has a material adverse effect on the Issuer or the interests of the Noteholders of any Class; and

(ii) if capable of being cured, is not cured within 30 calendar days of the Investment Manager becoming aware thereof or the Investment Manager's receipt of written notice of such breach from the Issuer or the Trustee unless, if capable of being cured, the Investment Manager has commenced the taking of action within such 30 calendar day period to the satisfaction of the Trustee (acting reasonably) to remedy such breach and does in fact remedy such breach within 60 calendar days after the Investment Manager becoming aware of such breach or the Investment Manager receiving written notice of such breach from the Issuer or the Trustee;

(c) the failure of any representation, warranty, certification or statement made or delivered by the Investment Manager in or pursuant to the Investment Management and Collateral Administration Agreement, the Trust Deed or any other Transaction Document to be correct when made and such failure:

(i) has a material adverse effect on the Issuer or the interests of the Noteholders of any Class; and

(ii) such failure is not remedied within 30 calendar days after the Investment Manager becoming aware of, or its receipt of written notice from the Issuer or the Trustee of, such failure;

(d) the Investment Manager is wound up or dissolved (other than pursuant to a consolidation, amalgamation or merger where a successor investment manager succeeds the Investment

Manager pursuant to the Investment Management and Collateral Administration Agreement and is bound by the terms of the Investment Management and Collateral Administration Agreement and the other Transaction Documents applicable to the Investment Manager), or there is appointed over it or a substantial part of its assets a receiver, administrator, administrative receiver, trustee or similar officer;

(e) the Investment Manager:

(i) ceases to be able to, or admits in writing that it is unable to pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally;

(ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, administrator, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Investment Manager or of any substantial part of its properties or assets, or authorises such an application or consent, or proceedings seeking such appointment are commenced against the Investment Manager without such authorisation, consent or application and either continue undismissed for 60 calendar days or any such appointment is ordered by a court or regulatory body having jurisdiction;

(iii) authorises or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganisation, arrangement, readjustment of debt, insolvency, dissolution, or similar law, or authorises such application or consent, or proceedings to such end are instituted against the Investment Manager without such authorisation, application or consent and remain undismissed for 60 calendar days or result in adjudication of bankruptcy or insolvency or the issuance of an order for relief; or

(iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 calendar days;

(f) the occurrence of an Event of Default specified in Condition 10(a)(i) or (ii) (*Events of Default*) that has not been cured within any applicable grace period and that arises from a breach of the Investment Manager's duties under the Investment Management and Collateral Administration Agreement (it being understood that an act or omission of the Investment Manager based on its good faith interpretation of the provisions of the Investment Management and Collateral Administration Agreement or the Trust Deed, will not constitute a breach for the purposes of this paragraph (f)); and

(g) the occurrence of an act by the Investment Manager (or any senior officer of the Investment Manager involved in its leveraged investment business) that constitutes fraud or criminal activity in the performance of the Investment Manager's obligations under the Investment Management and Collateral Administration Agreement or its other investment management activities, or the Investment Manager (or any senior officer of the Investment Manager involved in its leveraged investment business) being found guilty of having committed a criminal offence materially related to the management of investments similar in nature and character to those which comprise the Collateral, unless any such senior officer of the Investment Manager has, within 30 calendar days after such occurrence, been removed from performing work in fulfilment of the Investment Manager's obligations under the Investment Management and Collateral Administration Agreement.

Pursuant to the terms of the Investment Management and Collateral Administration Agreement, if any of the events specified in paragraphs (a) to (g) (inclusive) occurs, the Investment Manager shall, upon becoming aware of the same, be required to give prompt written notice thereof to the Issuer (who shall promptly, upon receipt of the same, deliver notice to the Noteholders in accordance with the Conditions), the Trustee, the Rating Agencies and any Hedge Counterparty.

No Voting Rights

Neither the Class X Notes nor any Notes held by or on behalf of the Investment Manager or any Investment Manager Related Person shall have any voting rights with respect to, nor shall be counted for the purposes of determining a quorum and the results of, voting on any IM Removal Resolution or IM Replacement Resolution, *provided* that the Investment Manager and/or any Investment Manager Related Person shall be entitled to vote with respect to any IM Replacement Resolutions arising in connection with the resignation of such Investment Manager.

Delegation, Assignment or Transfer

The Investment Manager, without the prior consent of the Issuer, any Noteholder or the Trustee, may employ third parties, including its Affiliates, to render asset management services (including investment advice) and assistance in connection with its obligations under the Investment Management and Collateral Administration Agreement (and it is expected that the Investment Manager will delegate certain of its duties under the Investment Management and Collateral Administration Agreement to AXA Investment Managers Paris on the Issue Date), *provided* that in each case any such party has the required regulatory capacity to provide such services to the Issuer and *provided* that in each case such appointment will not cause the Issuer to become subject to net income taxation outside its jurisdiction of incorporation, be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or French income tax purposes or otherwise be subject to U.S. federal or French income tax on a net basis, result in Investment Management Fees becoming subject to VAT or otherwise cause any other material adverse tax consequences to the Issuer. In such event, the Investment Manager shall not be relieved of any of its duties or liabilities under the Investment Management and Collateral Administration Agreement regardless of the performance of any services by third parties and shall be solely responsible for the fees and expenses payable to any such third party except to the extent such expenses are payable by the Issuer under the Investment Management and Collateral Administration Agreement.

The Investment Manager may not assign or transfer its material rights or material responsibilities under the Investment Management and Collateral Administration Agreement without the written consent of:

(a) the Issuer;

(b) either:

  (i) the holders of the Rated Notes, acting by Ordinary Resolution, voting together as a single class; or

  (ii) the holders of the Controlling Class acting by Ordinary Resolution; and

(c) the holders of the Subordinated Notes acting by Ordinary Resolution,

in each case excluding any Notes held by the Investment Manager or any Investment Manager Related Person, and subject to receipt by the Issuer of a Rating Agency Confirmation with respect to such assignment or transfer and *provided* that such assignee or transferee has the required regulatory capacity to provide the services provided under the Investment Management and Collateral Administration Agreement to the Issuer *provided further* that, to the extent permitted by the Investment Management and

Collateral Administration Agreement, such consent and Rating Agency Confirmation shall not be required in the case of any assignment to a Permitted Assignee (as defined below); *provided further* that, if such transferee or assignee is to be the relevant retention party for the purposes of the Retention Requirements, the appointment of such transferee or assignee is permitted under and contemplated by the Risk Retention Letter, permitted under the Retention Requirements and would not cause the transactions described in this Offering Circular or the Investment Manager to cease to be compliant with the Retention Requirements. A "**Permitted Assignee**", for the purposes of the Investment Management and Collateral Administration Agreement, means an Affiliate of the Investment Manager that certifies in writing (upon which certification the Trustee may rely absolutely and without enquiry or liability) to the Trustee and the Issuer that it:

(a) is legally qualified and has the regulatory capacity to act as investment manager under the Investment Management and Collateral Administration Agreement;

(b) employs (directly or indirectly) the principal personnel performing the duties required under the Investment Management and Collateral Administration Agreement (or persons of similar expertise) prior to such assignment;

(c) will not, as a consequence of its appointment, cause either of the Issuer or the Collateral to become required to register under the provisions of the Investment Company Act; and

(d) will not, as a consequence of its appointment and/or conduct, cause the Issuer to be subject to net income taxation outside its jurisdiction of incorporation, be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes, result in additional VAT or similar tax or cause any other material adverse tax becoming payable by the Issuer (whether to a tax authority or any counterparty).

The Issuer may not assign or transfer its rights under the Investment Management and Collateral Administration Agreement without the prior written consent of the Investment Manager, the Trustee, the holders of each Class of Notes acting by Ordinary Resolution, each voting as a separate class, and subject to Rating Agency Confirmation and to such transferee or delegate having the required regulatory capacity, except in the case of an assignment by the Issuer: (a) to an entity that is a successor to the Issuer permitted under the Trust Deed; or (b) to the Trustee.

Appointment of Successor

Upon any removal or resignation of the Investment Manager (except in the circumstances where it has become illegal for the Investment Manager to carry on its duties under the Investment Management and Collateral Administration Agreement and except as provided for under an Investment Manager Tax Event as described above), the Investment Manager will continue to act in such capacity until a successor investment manager has been appointed in accordance with the terms of the Investment Management and Collateral Administration Agreement.

The successor investment manager will be selected by the Issuer subject to:

(a) the approval of the holders of the Subordinated Notes acting by Ordinary Resolution (excluding any Notes held by the Investment Manager or any Investment Manager Related Person);

(b) the successor investment manager demonstrating an ability to professionally and competently perform duties similar to those imposed upon the Investment Manager pursuant to the Investment Management and Collateral Administration Agreement and has a substantially similar (or better) level of experience;

(c) for so long as the Rated Notes are outstanding, the holders of the Controlling Class (acting by Ordinary Resolution) do not object within 30 calendar days after the giving of notice thereof in accordance with the Conditions of such proposed selection by the Issuer (excluding any Notes held by the Investment Manager or any Investment Manager Related Person);

(d) the appointment of which will not cause either of the Issuer or the Portfolio to be required to be registered under the Investment Company Act;

(e) receipt of Rating Agency Confirmation;

(f) if it is to be the relevant retention party for the purposes of the Retention Requirements, the transfer of the Retention Notes to such entity is permitted under and contemplated by the Risk Retention Letter, permitted under the Retention Requirements and would not cause the transactions described in this Offering Circular or the Investment Manager to cease to be compliant with the Retention Requirements;

(g) such successor investment manager being legally qualified and having the requisite regulatory capacity (including Irish regulatory capacity to provide investment management services to Irish counterparties as a matter of the laws of Ireland) to act as investment manager as successor to the Investment Manager under the Investment Management and Collateral Administration Agreement in the assumption of all of the responsibilities, duties and obligations of the Investment Manager under the Investment Management and Collateral Administration Agreement;

(h) the appointment and/or conduct of such successor investment manager will not cause the Issuer to be subject to net income taxation outside its jurisdiction of incorporation, 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, result in the Investment Management Fees becoming subject to VAT or cause any other material adverse tax consequences to the Issuer; and

(i) the appointment of such successor investment manager will not cause the Issuer, its officers or directors, the Investment Manager or its Affiliates or the Portfolio to become or to register as a CPO or CTA with the CFTC and/or the United States National Futures Association.

If the holders of Subordinated Notes do not approve the successor investment manager pursuant to paragraph (a) above, or the Controlling Class object to the Issuer's selection of successor investment manager pursuant to paragraph (c) above, then the Issuer may propose an alternative successor investment manager. If no successor investment manager has been appointed within 120 calendar days or if the Investment Manager is required to resign as a result of illegality or due to an Investment Manager Tax Event, the Issuer (subject to the approval of the Controlling Class, acting by Ordinary Resolution), shall appoint a successor investment manager which satisfies the criteria specified in the Investment Management and Collateral Administration Agreement subject to receipt of Rating Agency Confirmation.

Upon notice of removal or resignation of the Investment Manager

If the Investment Manager has received notice that it will be removed or has given notice of its resignation, until a successor investment manager has been appointed and has accepted such appointment in accordance with the terms specified in the Investment Management and Collateral Administration Agreement, the Investment Manager:

(a) will not acquire on behalf of the Issuer any Collateral Debt Obligations (except for trades initiated prior to such removal, termination or resignation);

(b) will only execute sales of Margin Stock, Credit Impaired Obligations and Defaulted Obligations (in addition to any trades initiated prior to such removal, termination or resignation).

Any such resignation or removal of the Investment Manager or termination of the Investment Management and Collateral Administration Agreement shall be without prejudice and subject to fulfilment of the Investment Manager's obligations in respect of the Retention Notes for so long as the Investment Manager is also the Retention Holder (unless the same have been validly transferred in accordance with the terms of the Risk Retention Letter).

Termination and Resignation of Appointment of the Collateral Administrator

Pursuant to the terms of the Investment Management and Collateral Administration Agreement, the Collateral Administrator may be removed: (a) without cause at any time upon at least 90 calendar days' prior written notice by the Issuer at its discretion or the Trustee if so directed by the holders of the Subordinated Notes acting by way of Extraordinary Resolution and subject to the Trustee being secured and/or indemnified and/or prefunded to its satisfaction; or (b) with cause upon at least ten calendar days' prior written notice by the Issuer at its discretion or the Trustee if so directed by the holders of the Subordinated Notes acting by way of Ordinary Resolution and subject to the Trustee being secured and/or indemnified and/or prefunded to its satisfaction. In addition, the Collateral Administrator may also resign its appointment without cause on at least 45 calendar days' prior written notice and with cause upon at least ten calendar days' prior written notice to the Issuer and the Trustee. No resignation or removal of the Collateral Administrator will be effective until a successor collateral administrator has been appointed pursuant to the terms of the Investment Management and Collateral Administration Agreement.

HEDGING ARRANGEMENTS

The following is a summary of the principal terms of the hedging arrangements to be entered into by the Issuer on either or about the Issue Date and/or thereafter. The following is a summary only and should not be relied upon as an exhaustive description of the detailed provisions of such documents (copies of which are available from the registered office of the Issuer). The following is a general description of the Hedge Agreements. Any Hedge Agreement may include terms which vary from the descriptions set out below.

Hedge Agreements

The Investment Manager (on behalf of the Issuer) may enter into Hedge Agreements, subject to the Issuer obtaining legal advice in respect of such Hedge Agreement from reputable international legal counsel to the effect that the entry into such arrangements shall not in respect of a CPO, and shall not in respect of a CTA, cause the Issuer, its directors or officers, the Investment Manager or its Affiliates to register with the CFTC and/or the United States National Futures Association with respect to the Issuer as a CPO and/or a CTA. The Issuer will obtain Rating Agency Confirmation prior to entering into any hedging arrangements after the Issue Date unless such arrangements are documented by way of a Form Approved Hedge Agreement.

Form Approved Hedge Agreements

If a Rating Agency announces that the rating criteria applicable to Hedge Agreements has been modified such that a Hedge Agreement no longer constitutes a Form Approved Hedge Agreement then the Issuer or the Investment Manager on its behalf shall seek approval of a new form of hedge agreement from the relevant Rating Agencies.

Currency Hedging Arrangements

Asset Swap Agreements

The Issuer (or the Investment Manager on behalf of the Issuer) may purchase Non-Euro Obligations *provided* that the Investment Manager, on behalf of the Issuer, enters, as soon as practicable following entry into a binding commitment to purchase such Collateral Debt Obligation and no later than the settlement date of the acquisition of the relevant Collateral Debt Obligation, into an Asset Swap Transaction which shall relate to the purchased Collateral Debt Obligation (to become effective on or before the settlement date of such Collateral Debt Obligation) with an Asset Swap Counterparty (which satisfies the applicable Rating Requirement and has the regulatory capacity as a matter of Irish law to enter into derivatives transactions with Irish residents) pursuant to the terms of which the initial principal exchange is made to fund the Issuer's acquisition of the related Non-Euro Obligation and the final and, if applicable, interim principal exchanges are made to convert the principal proceeds received in respect thereof at maturity and prior to maturity, respectively and coupon exchanges are made at the exchange rate specified for such transaction.

Transactions entered into under an Asset Swap Agreement are documented in confirmations to such Asset Swap Agreement. Each transaction will be evidenced by a confirmation entered into pursuant to an Asset Swap Agreement (each an "**Asset Swap Transaction**"). An Asset Swap Transaction, if entered into, will be:

(a) used to hedge the currency (and if applicable, interest rate) mismatch between the Notes and any Non-Euro Obligations and for no other purpose; and

(b) other than in the case of a Form Approved Asset Swap, subject to receipt of Rating Agency Confirmation in respect thereof.

Further, each Asset Swap Counterparty will be required to satisfy the applicable Rating Requirement (taking into account any guarantor thereof) and must have the regulatory capacity as a matter of Irish law to enter into derivatives transactions with Irish residents. No Asset Swap Transaction may be entered into if, at the time of entry into such transaction, there is a withholding or deduction for or on account of any tax required in respect of any payments by either party to such Asset Swap Transaction. The Investment Manager shall be required to terminate any Asset Swap Transaction at the time it sells an Asset Swap Obligation. Upon the sale of an Asset Swap Obligation, the Asset Swap Transaction relating thereto shall be terminated on or prior to such sale in accordance with its terms, resulting in either (a) the Asset Swap Counterparty receiving the proceeds of the sale of the Asset Swap Obligation (or the par value thereof) from the Issuer (which shall be funded outside the Priorities of Payment from the Asset Swap Account) and returning the Sale Proceeds (in accordance with paragraph (b) of the definition thereof) to the Issuer or (b) the Issuer retaining the proceeds of sale of the Asset Swap Obligation (which shall be converted into Euro and paid into the Principal Account in accordance with the Conditions) net of any payments due to the Asset Swap Counterparty in connection with the termination of the Asset Swap Transaction in such circumstances (which the Issuer shall pay to the Asset Swap Counterparty on the date such payment is due in accordance with the applicable Hedge Agreement). Furthermore, upon the insolvency of the Issuer and/or the acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*), the Asset Swap Counterparty may, but shall not be obliged to, early terminate any Asset Swap Transaction, in which case any Asset Swap Termination Payment would be paid in accordance with the Post-Acceleration Priority of Payments (other than with respect to any Counterparty Downgrade Collateral which is required to be returned to an Asset Swap Counterparty outside the Priorities of Payment in accordance with the Asset Swap Agreement).

If, following the insolvency of the Issuer and/or the acceleration of the Notes, the Asset Swap Counterparty elects not to early terminate any Asset Swap Transaction, such Asset Swap Transaction shall terminate in accordance with its terms upon the sale of the relevant Non-Euro Obligation, resulting in the Asset Swap Counterparty receiving the proceeds of the sale of the Non-Euro Obligation from the Issuer and returning the Sale Proceeds (in accordance with paragraph (b) of the definition thereof, for the avoidance of doubt, net of any termination cost in respect of the early termination of the Asset Swap Transaction, as determined and incurred by the Asset Swap Counterparty in accordance with the Asset Swap Agreement) to the Issuer.

Replacement Asset Swap Transactions

If any Asset Swap Transaction terminates in whole at any time in circumstances in which the applicable Asset Swap Counterparty is the "Defaulting Party" or sole "Affected Party" (each as defined in the applicable Asset Swap Agreement) the Issuer, or the Investment Manager on its behalf, shall use commercially reasonable efforts to enter into a Replacement Asset Swap Transaction within 30 calendar days of the termination thereof with a counterparty which satisfies, among other things, the applicable Rating Requirement and which has the regulatory capacity as a matter of Irish law to enter into derivatives transactions with Irish residents.

If any Asset Swap Transaction terminates in the circumstances referred to above, any Asset Swap Termination Receipt will be paid into the relevant Hedge Termination Account and shall be applied towards the costs of entry into a Replacement Asset Swap Transaction, together with, where necessary,

Interest Proceeds and/or Principal Proceeds that are available for such purpose on any Payment Date pursuant to the Priorities of Payment, subject to receipt of Rating Agency Confirmation, save:

(a) where termination of the Asset Swap Transaction occurs on a Redemption Date pursuant to Conditions 7(a) (*Final Redemption*), Condition 7(b) (*Optional Redemption*) (other than in connection with a Refinancing), Condition 7(g) (*Redemption following Note Tax Event*) or Condition 10 (*Events of Default*); or

(b) to the extent that such Asset Swap Termination Receipt is not required for application towards any Asset Swap Replacement Payment,

in which event such Asset Swap Termination Receipt shall be paid into the Principal Account and shall constitute Unscheduled Principal Proceeds.

If the Issuer receives any Asset Swap Replacement Receipt upon entry into a Replacement Asset Swap Transaction, such amount shall be paid into the relevant Hedge Termination Account and applied directly by the Collateral Administrator acting on the instructions of the Investment Manager (acting on behalf of the Issuer) in payment of any Asset Swap Termination Payment payable upon termination of the Asset Swap Transaction being so replaced. To the extent not fully paid out of Asset Swap Replacement Receipts, any Asset Swap Termination Payment payable by the Issuer shall be paid to the applicable Asset Swap Counterparty on the next Payment Date in accordance with the Priorities of Payment. To the extent not required for making any such Asset Swap Termination Payment, such Asset Swap Replacement Receipts shall be paid into the Principal Account and shall constitute Unscheduled Principal Proceeds.

The Issuer (or the Investment Manager on its behalf) shall be required to terminate any Replacement Asset Swap Transaction at the time the Investment Manager sells an Asset Swap Obligation. Upon the sale of an Asset Swap Obligation, the Replacement Asset Swap Transaction relating thereto shall be terminated on or prior to such sale in accordance with its terms.

Subject to paragraph (a) above, if a Replacement Asset Swap Transaction cannot be entered within 30 calendar days of the termination of the Asset Swap Transaction, the Investment Manager, acting on behalf of the Issuer, shall use all reasonable endeavours to sell the applicable Non-Euro Obligation, pay the proceeds thereof to the applicable Asset Swap Counterparty, to the extent required pursuant to the terms of such Asset Swap Transaction and/or to the extent not so required, shall direct the Collateral Administrator to convert all of such proceeds into Euro at the Applicable Exchange Rate and shall procure that such amounts are paid into the Principal Account. If such proceeds are insufficient to pay any Asset Swap Termination Payments in full, such amount, including any Defaulted Hedge Termination Payment, shall be paid out of Interest Proceeds and/or Principal Proceeds on the next following Payment Date in accordance with the Priorities of Payment.

Interest Rate Hedging Arrangements

Interest Rate Hedge Agreements

The Issuer (or the Investment Manager on its behalf) may enter into Interest Rate Hedge Transactions from time to time in order to hedge any interest rate mismatch between the Rated Notes and the Collateral Debt Obligations and for no other purpose, subject to the receipt of Rating Agency Confirmation in respect thereof and *provided* that the Interest Rate Hedge Counterparty satisfies the applicable Rating Requirement and has the regulatory capacity as a matter of Irish law to enter into derivatives transactions with Irish residents. The Issuer (or the Investment Manager on its behalf) shall be required to terminate any Interest Rate Hedge Transaction at the time it sells the related Collateral Debt Obligations. At such

time, the Interest Rate Hedge Transaction relating thereto shall be terminated on or prior to such sale in accordance with its terms.

Replacement Interest Rate Hedge Agreements

If an Interest Rate Hedge Transaction terminates in whole at any time in circumstances which the applicable Interest Rate Hedge Counterparty is the "Defaulting Party" or sole "Affected Party" (each such term as defined in the applicable Interest Rate Hedge Agreement), the Issuer, or the Investment Manager on its behalf, shall use commercially reasonable efforts to enter into a Replacement Interest Rate Hedge Transaction within 30 calendar days of termination thereof with an Interest Rate Hedge Counterparty which satisfies the applicable Ratings Requirement and which has the regulatory capacity as a matter of Irish law to enter into derivatives transactions with Irish residents. The Issuer (or the Investment Manager on its behalf) shall be required to terminate any Replacement Interest Rate Hedge Transaction at the time it sells the related Collateral Debt Obligation. At such time, the Replacement Interest Rate Hedge Transaction relating thereto shall be terminated on or prior to such sale in accordance with its terms.

Standard Terms of the Hedge Agreements

Each Hedge Agreement entered into by or on behalf of the Issuer shall contain the following standard provisions, save to the extent that any change thereto is agreed by the Issuer and the applicable Hedge Counterparty and subject to receipt of Rating Agency Confirmation in respect thereof.

Gross up

Under each Hedge Agreement neither the Issuer nor the applicable Hedge Counterparty will be obliged to gross up any payments thereunder if there is any withholding or deduction for or on account of tax required to be paid on such payments. Any such event may however result in a "Tax Event" which is a "Termination Event" for the purposes of the relevant Hedge Agreement. If a Tax Event (as defined in such Hedge Agreement) occurs, each Hedge Agreement will include provision for the relevant Affected Party (as defined therein) to use reasonable endeavours to: (a) (in the case of the Hedge Counterparty) arrange for a transfer of all of its interests and obligations under the Hedge Agreement and all Transactions (as defined in the Hedge Agreement) thereunder to an Affiliate that is incorporated in another jurisdiction so as to avoid the requirement to withhold or deduct for or on account of tax; or (b) (in the case of the Issuer) transfer its residence for tax purposes to another jurisdiction or if a substitute principal obligor under the Notes has been substituted for the Issuer in accordance with Condition 9 (*Taxation*), arrange for a transfer of all of its interest and obligations under the Hedge Agreement and all Transactions thereunder to that substitute principal obligor so as to avoid the requirement to withhold or deduct for or on account of tax subject to satisfaction of the conditions specified therein (including receipt of Rating Agency Confirmation).

Limited Recourse and Non-Petition

The obligations of the Issuer under each Hedge Agreement will be limited to the proceeds of enforcement of the Collateral as applied in accordance with the Priorities of Payment set out in Condition 3(c) (*Priorities of Payment*). The Issuer will have the benefit of limited recourse and non-petition language similar to the language set out in Condition 4(c) (*Limited Recourse and Non-Petition*).

Termination Provisions

Each Hedge Agreement may terminate by its terms, whether or not the Notes have been paid in full prior to such termination, upon the earlier to occur of the following events (which may include without limitation):

(a) certain events of bankruptcy, insolvency, receivership or reorganisation of the Issuer or the related Hedge Counterparty;

(b) failure on the part of the Issuer or the related Hedge Counterparty to make any payment under the applicable Hedge Agreement after taking into account any applicable grace period;

(c) a change in law making it illegal for either the Issuer or the related Hedge Counterparty to be a party to, or to perform its obligations under, the applicable Hedge Agreement;

(d) the principal due in respect of the Notes is declared to be due and payable in accordance with the terms of the Trust Deed, and the Trustee has started to sell all or part of the Collateral as a consequence thereof;

(e) the Notes are redeemed in whole prior to the Maturity Date (otherwise than as a result of an Event of Default thereunder);

(f) regulatory changes occur which have a material adverse effect on a Hedge Counterparty; and

(g) material changes are made to the Transaction Documents without the consent of a Hedge Counterparty which could have a material adverse effect on the Hedge Counterparty.

A termination of a Hedge Agreement does not constitute an Event of Default in respect of the Notes, though the repayment in full of the Notes may be an "additional termination event" under a Hedge Agreement.

Asset Swap Agreements may also contain provisions which allow an Asset Swap Transaction to terminate upon the occurrence of certain credit events related to the underlying Non-Euro Obligation. These credit events could potentially be triggered in circumstances where the related Collateral Debt Obligation would not constitute a Defaulted Obligation. In such instances the related Asset Swap Transaction would terminate and the Issuer (or the Investment Manager acting on its behalf) may need to sell the related Non-Euro Obligation unless a new Asset Swap Transaction can be entered into.

Rating Downgrade Requirements

Each Hedge Agreement shall contain the terms and provisions required by the Rating Agencies for the type of derivatives transaction represented by the Hedge Transactions if the Hedge Counterparty or, as relevant, its guarantor, is subject to a voting withdrawal or downgrade by a Rating Agency to below the applicable Rating Requirement. Such provisions may include a requirement that a Hedge Counterparty must post collateral or transfer the Hedge Agreement to another entity meeting the applicable Rating Requirement or procure that a guarantor meeting the applicable Rating Requirement guarantees its obligations under the Hedge Agreement or take other actions subject to Rating Agency Confirmation.

Transfer and Modification

The Investment Manager acting on behalf of the Issuer, may not modify any Hedge Transaction or Hedge Agreement without Rating Agency Confirmation in relation to such modification, save to the extent that it would constitute a Form Approved Hedge Agreement following such modification. A Hedge

Counterparty may transfer its rights and obligations under a Hedge Agreement to any institution which (or whose credit support provider (as defined in the applicable Hedge Agreement)) satisfies the applicable Rating Requirement and *provided* that such institution has the regulatory capacity as a matter of Irish law to enter into derivatives transactions with Irish residents.

Any of the requirements set out herein may be modified in order to meet any new or additional requirements of any Rating Agency then rating any Class of Notes.

Governing Law

Each Hedge Agreement together with each Hedge Transaction thereunder in each case, including any non-contractual obligations arising out of or in relation thereto, will be governed by, and construed in accordance with, the laws of England.

Reporting of Specified Hedging Data

The Investment Manager, on behalf of the Issuer, may from time to time enter into agreements (each a "**Reporting Agreement**") for the provision of certain information in connection with the performance by such Hedge Counterparty of certain derivative transaction reporting obligations of the Issuer.

DESCRIPTION OF THE REPORTS

Terms used and not otherwise defined herein or in this Offering Circular as specifically referenced herein shall have the meaning given to them in Condition 1 (*Definitions*).

Monthly Reports

The Collateral Administrator, not later than the last Business Day of each month (save in respect of any month for which a Payment Date Report or the Effective Date Report has been prepared) commencing in the earlier to occur of (i) the month following the Effective Date and (ii) November 2024 on behalf, and at the expense, of the Issuer and in consultation with the Investment Manager, shall compile and make available to the Relevant Recipients a monthly report (the "**Monthly Report**"), which shall contain, without limitation, the information set out below with respect to the Portfolio (and shall include a version in excel format), determined by the Collateral Administrator on the 20th calendar day of each month (or, if such day is not a Business Day, the immediately following Business Day) in consultation with the Investment Manager via the Reporting Website which shall be accessible to any Relevant Recipient.

Portfolio

(a) the Aggregate Principal Balance of the Collateral Debt Obligations, Loss Mitigation Obligations and Eligible Investments representing Principal Proceeds;

(b) the Aggregate Collateral Balance of the Collateral Debt Obligations and Loss Mitigation Obligations;

(c) the Adjusted Collateral Principal Amount of the Collateral Debt Obligations and Loss Mitigation Obligations;

(d) whether a Restricted Trading Period applies;

(e) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Debt Obligation and Loss Mitigation Obligation , its Principal Balance, LoanX ID, CUSIP number, ISIN or identification thereof, annual interest rate or spread (and EURIBOR floor if any), the financial instrument global identifier number, facility, the designated maturity in respect of each interest rate, the Stated Maturity, Obligor, the Domicile of the Obligor, location of assets, location of security, S&P Rating, Fitch Rating, and any other public rating (other than any confidential credit estimate), its S&P Industry Classification Group and Fitch industry classification group, Fitch Recovery Rate and S&P Recovery Rate;

(f) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Debt Obligation and Loss Mitigation Obligation, whether such Collateral Debt Obligation or Loss Mitigation Obligation is a Secured Senior Loan, Secured Senior Bond, Unsecured Senior Obligation, Second Lien Loan, Mezzanine Obligation or High Yield Bond, Fixed Rate Collateral Debt Obligation, Corporate Rescue Loan, Uptier Priming Debt, PIK Security, Step-Up Coupon Security, Step-Down Coupon Security, Revolving Obligation, Delayed Drawdown Collateral Debt Obligation, Bridge Loan, Discount Obligation, Cov-Lite Loan or a Swapped Non-Discount Obligation, First-Lien Last-Out Loan and whether such Collateral Debt Obligation would have been a Cov-Lite Loan but for the proviso in the definition of "Cov-Lite Loan";

(g) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Enhancement Obligation and Exchanged Equity Security (to the extent applicable), its Principal Balance, face amount, annual interest rate, Stated Maturity and Obligor, details of the type of

instrument it represents and details of any amounts payable thereunder or other rights accruing pursuant thereto;

(h) subject to any confidentiality obligations binding on the Issuer, the number, identity and, if applicable, Principal Balance of, respectively, any Collateral Debt Obligations, Collateral Enhancement Obligations, Loss Mitigation Obligations or Exchanged Equity Securities that were released for sale or other disposition (specifying the reason for such sale or other disposition and the section in the Investment Management and Collateral Administration Agreement pursuant to which such sale or other disposition was made), the Aggregate Principal Balances of Collateral Debt Obligations released for sale or other disposition at the Investment Manager's discretion (expressed as a percentage of the Adjusted Collateral Principal Amount and measured at the date of determination of the last Monthly Report) and the sale price thereof and identity of any of the purchasers thereof (if any) that are Affiliated with the Investment Manager;

(i) subject to any confidentiality obligations binding on the Issuer, the purchase or sale price of each Collateral Debt Obligation, Eligible Investment, Loss Mitigation Obligation (including whether Interest Proceeds or Principal Proceeds were used to acquire such Loss Mitigation Obligation) and Collateral Enhancement Obligation acquired by the Issuer and in which the Issuer has granted a security interest to the Trustee, and each Collateral Debt Obligation, Eligible Investment and Collateral Enhancement Obligation sold by the Issuer since the date of determination of the last Monthly Report and the identity of the purchasers or sellers thereof, if any, that are Affiliated with the Issuer or the Investment Manager;

(j) subject to any confidentiality obligations binding on the Issuer, (i) the identity of each Collateral Debt Obligation which became a Defaulted Obligation or Deferring Security or in respect of which an Exchanged Equity Security has been received since the date of determination of the last Monthly Report; (ii) the identity of all Collateral Debt Obligations which are Defaulted Obligations or Deferring Securities or in respect of which Exchanged Equity Securities have been received; and (iii) the identity and Principal Balance of each Fitch CCC Obligation and S&P CCC Obligation;

(k) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Debt Obligation which became a Restructured Obligation and its Obligor, as well as, where applicable, the name of the Obligor prior to the restructuring and the Obligor's new name after the Restructuring Date;

(l) the Aggregate Principal Balance of Collateral Debt Obligations which were upgraded or downgraded since the most recent Monthly Report and of which the Collateral Administrator or the Investment Manager has actual knowledge;

(m) the approximate Market Value of, respectively any Collateral Debt Obligations, Loss Mitigation Obligations and Collateral Enhancement Obligations for which the Market Value needs to be determined in accordance with the Transaction Documents and the CCC Excess;

(n) in respect of each Collateral Debt Obligation and Loss Mitigation Obligation, its Fitch Rating and S&P Rating (other than any confidential credit estimate) as at (i) the date of acquisition; (ii) the date of the previous Monthly Report; and (iii) the date of the current Monthly Report;

(o) the Aggregate Principal Balance of Collateral Debt Obligations comprising Participations in respect of which the Selling Institutions are not the lenders of record;

(p) a commentary provided by the Investment Manager with respect to the Portfolio;

(q) the FIGI code of each Collateral Debt Obligation and Loss Mitigation Obligation; and

(r) any recoveries received in respect of a Loss Mitigation Obligation and its related Credit Impaired Obligation or Defaulted Obligation.

Accounts

(a) the identity of each of the Account Bank, the Custodian and any sub-custodian (as applicable);

(b) the then current Fitch rating and, if applicable, S&P rating in respect of each of the Account Bank, the Custodian and any sub-custodian (as applicable) (in each case as referred to in the definition of Rating Requirement) and whether the Account Bank, the Custodian and any sub-custodian (as applicable) each satisfy the Rating Requirements;

(c) the Balances standing to the credit of each of the Accounts;

(d) the purchase price, principal amount, redemption price, annual interest rate, maturity date and Obligor under each Eligible Investment purchased from funds in the Accounts;

(e) the rating by S&P and Fitch in respect of each Eligible Investment;

(f) the cumulative aggregate amount of any balances transferred from the Unused Proceeds Account and the Principal Account, in each case, to Interest Account pursuant to Conditions 3(j)(iii)(4) (Unused Proceeds Account) and 3(j)(i)(4) (Principal Account) respectively since the Issue Date; and

(g) the cumulative aggregate amount of any Trading Gains since the Issue Date and the amount of any Trading Gains paid into the Interest Account since the previous Payment Date.

Hedge Transactions

(a) the outstanding notional amount (as defined therein) of each Hedge Transaction, distinguishing between: (i) Asset Swap Transactions (including the Applicable Exchange Rate); and (ii) Interest Rate Hedge Transactions (including the interest spread and the current rate of EURIBOR);

(b) the amount scheduled to be received and paid by the Issuer pursuant to each Hedge Transaction on or before the next Payment Date;

(c) the then current Fitch rating and, if applicable, S&P rating in respect of each Hedge Counterparty (in each case as referred to in the definition of Rating Requirement) and whether such Hedge Counterparty satisfies the Rating Requirements, as well as the identity of the Hedge Counterparty; and

(d) the maturity date, the strike price and the underlying currency notional amount of each currency option, the upfront premium paid or payable by the Issuer thereunder and, in relation to each currency option exercised, the date of exercise, the spot foreign exchange rate at the time of exercise, the notional amount of the optional exercised, the aggregate notional amount of the option which remains unexercised and the aggregate premium received.

Frequency Switch Event

Whether a Frequency Switch Event has occurred and the applicable Frequency Switch Measurement Date (as notified in writing from the Investment Manager to the Collateral Administrator).

Coverage Tests and Collateral Quality Tests

(a) a statement as to whether each of the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test and the Class F Par Value Test is satisfied and details of the relevant Par Value Ratios;

(b) a statement as to whether each of the Class A/B Interest Coverage Test, the Class C Interest Coverage Test and the Class D Interest Coverage Test is satisfied and details of the relevant Interest Coverage Ratios;

(c) during the Reinvestment Period, a statement as to whether the Reinvestment Overcollateralisation Test is satisfied and details of the Class F Par Value Ratio calculated for the purposes of such test;

(d) a statement as to whether each of the Collateral Quality Tests is satisfied and the pass levels thereof, together with the Weighted Average Life, and at the end of the Reinvestment Period, a statement as to whether each of the Fitch Maximum Weighted Average Rating Factor Test and the Weighted Average Life Test were satisfied on such date and the pass levels thereof;

(e) a statement confirming whether the Original WAL Reference Dates have been amended;

(f) a statement identifying any Collateral Debt Obligation in respect of which the Investment Manager has made its own determination of "Market Value" (pursuant to the definition thereof) for the purposes of any of the Coverage Tests;

(g) details of the S&P CDO Monitor BDR (other than following expiry of the Reinvestment Period), and S&P CDO Monitor SDR (including the S&P Weighted Average Rating Factor, the S&P Default Rate Dispersion, the S&P Obligor Diversity Measure, the S&P Industry Diversity Measure, the S&P Regional Diversity Measure and the S&P Weighted Average Life) (other than following expiry of the Reinvestment Period);

(h) other than following the expiry of the Reinvestment Period, a statement as to whether the S&P CDO Monitor Test is satisfied and the pass level thereof;

(i) so long as any Notes rated by Fitch is Outstanding, the Fitch Weighted Average Rating Factor and a statement as to whether the Fitch Maximum Weighted Average Rating Factor Test is satisfied;

(j) so long as any Notes rated by Fitch is Outstanding, the Fitch Weighted Average Recovery Rate and a statement as to whether the Fitch Minimum Weighted Average Recovery Rate Test is satisfied;

(k) the Weighted Average Spread, the Weighted Average Fixed Rate Coupon, the Weighted Average Coupon Adjustment Percentage and the Weighted Average Spread plus the Weighted Average Coupon Adjustment Percentage (if applicable); and

(l) the Reference Weighted Average Fixed Coupon and the Weighted Average Fixed Rate Coupon.

Portfolio Profile Tests

(a) in respect of each Portfolio Profile Test and LMO Profile Tests, a statement as to whether such test is satisfied, together with details of the result of the calculations required to be made in order to make such determination which details shall include the applicable numbers, levels and/or percentages resulting from such calculations;

(b) the identity and S&P Rating and Fitch Rating of each Selling Institution, together with any changes in the identity of such entities since the date of determination of the last Monthly Report and details of the aggregate amount of Participations entered into with each such entity; and

(c) a statement as to (i) each individual third party exposure limit and percentage of the Aggregate Principal Balance corresponding thereto and (ii) whether the limits specified in the Bivariate Risk Table are met by reference to the S&P Ratings and Fitch Ratings of Selling Institutions and, if such limits are not met, a statement as to the nature of the non-compliance.

Risk Retention

(a) confirmation that the Collateral Administrator has received written confirmation from the Retention Holder that:

(i) it continues to hold not less than 5.0 per cent. of the outstanding nominal value of each tranche of Notes (the "**Retention**"); and

(ii) it has not transferred the Retention Notes nor has it sold, hedged or otherwise mitigated its credit risk under or associated with the Retention Notes or the underlying portfolio of Collateral Debt Obligations, except to the extent permitted in accordance with the Risk Retention Letter; and

(b) confirmation of any other information or agreements supplied by the Retention Holder as reasonably required to satisfy the Retention Requirements from time to time, subject to and in accordance with the Risk Retention Letter (as instructed by the Issuer or the Investment Manager from time to time).

Payment Date Reports

The Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Investment Manager, shall render a report which is prepared and determined as of each Determination Date (the "**Payment Date Report**"), and make such reports available no later than the Business Day preceding the related Payment Date via the Reporting Website, which shall be accessible to any Relevant Recipient. Each Payment Date Report shall be in PDF format (with the underlying portfolio data being made available in Excel format) and shall contain the following information determined by the Collateral Administrator as at the Determination Date in consultation with the Investment Manager:

Portfolio

(a) the Aggregate Principal Balance of the Collateral Debt Obligations as of the close of business on such Determination Date (or the last Business Day of the month prior to the due date for a Payment Date Report prepared on a date that is not a Payment Date), after giving effect to (i) Principal Proceeds received on the Collateral Debt Obligations with respect to the related Due Period and the reinvestment of such Principal Proceeds in Substitute Collateral Debt Obligations during such Due Period; and (ii) the disposal of any Collateral Debt Obligations during such Due Period;

(b) subject to any confidentiality obligations binding on the Issuer, a list of, respectively, the Collateral Debt Obligations and Collateral Enhancement Obligations indicating the Principal Balance and Obligor of each; and

(c) the information required pursuant to "*Monthly Reports – Portfolio*" above.

Notes

(a) the Principal Amount Outstanding of the Notes of each Class and such aggregate amount as a percentage of the original aggregate Principal Amount Outstanding of the Notes of such Class at the beginning of the Accrual Period, the amount of principal payments to be made on the Notes of each Class on the related Payment Date, and the aggregate amount of the Notes of each Class Outstanding and such aggregate amount as a percentage of the original aggregate amount of the Notes of such Class Outstanding after giving effect to the principal payments, if any, on the next Payment Date;

(b) the interest payable in respect of each Class of Notes (as applicable), including the amount of any Deferred Interest payable on the related Payment Date (in the aggregate and by Class);

(c) the Interest Amount payable in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, on the next Payment Date;

(d) EURIBOR and the designated maturity for the related Due Period and the Floating Rate of Interest applicable to each Class of Rated Notes during the related Due Period; and

(e) whether a Frequency Switch Event has occurred and the applicable Frequency Switch Measurement Date.

Payment Date Payments

(a) the amounts payable pursuant to the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Post-Acceleration Priority of Payments;

(b) the Trustee Fees and Expenses, the amount of any Investment Management Fees and Administrative Expenses payable on the related Payment Date, in each case, on an itemised basis; and

(c) any Asset Swap Termination Payments, any Interest Rate Hedge Termination Payments and any Defaulted Hedge Termination Payments.

Accounts

(a) the Balance standing to the credit of the Interest Account at the end of the related Due Period;

(b) the Balance standing to the credit of the Principal Account at the end of the related Due Period;

(c) the Balance standing to the credit of the Interest Account immediately after all payments and deposits to be made on the next Payment Date;

(d) the Balance standing to the credit of the Principal Account immediately after all payments and deposits to be made on the next Payment Date;

(e) the amounts payable from the Interest Account through a transfer to the Payment Account pursuant to the Priorities of Payment on such Payment Date;

(f) the amounts payable from the Principal Account through a transfer to the Payment Account pursuant to the Priorities of Payment on such Payment Date;

(g) the amounts payable from any other Accounts (through a transfer to the Payment Account) pursuant to the Priorities of Payment on such Payment Date, together with details of whether such amounts constitute Interest Proceeds or Principal Proceeds;

(h) the Balance standing to the credit of each of the other Accounts at the end of the related Due Period;

(i) the purchase price, principal amount, redemption price, annual interest rate, maturity date of and Obligor of each Eligible Investment purchased from funds in the Accounts;

(j) the Principal Proceeds received during the related Due Period;

(k) the Interest Proceeds received during the related Due Period; and

(l) the Collateral Enhancement Obligation Proceeds received during the related Due Period.

Coverage Tests, Collateral Quality Tests and Portfolio Profile Tests

(a) the information required pursuant to "*Monthly Reports – Coverage Tests and Collateral Quality Tests*" above; and

(b) the information required pursuant to "*Monthly Reports – Portfolio Profile Tests*" above.

Hedge Transactions

The information required pursuant to "*Monthly Reports – Hedge Transactions*" above.

Risk Retention

The information required pursuant to "*Monthly Reports – Risk Retention*" above.

Contributions and Investment Manager Advances

A statement as to whether the Issuer has received any Contributions and/or Investment Manager Advances (to the extent not already specified in a prior Report) and the amounts thereof.

Transparency Requirements Reports

The Issuer (or the Reporting Agent on its behalf) shall compile (x) each Loan Report and (y) each Investor Report and the Collateral Administrator shall, following receipt thereof from the Issuer (or the Reporting Agent on behalf of the Issuer), make available at the times required by the Securitisation Regulations (i) each Loan Report, (ii) each Investor Report (iii) each Inside Information Report; and (iv) each Significant Event Report, in each case via (A) the Reporting Website which shall be accessible to any Relevant Recipient and/or (B) such other method of dissemination as is required by the Securitisation Regulations, a national competent authority of an EU member state as determined under the EU Securitisation Regulation or a national competent authority of the UK as determined under the UK Securitisation Regulation (each, a "**Competent Authority**") (as instructed by the Issuer or the Investment Manager on its behalf and as agreed with the Collateral Administrator).

SFDR Reporting

On or prior to each PASIS Reporting Date, the Investment Manager will use commercially reasonable efforts to provide a Principal Adverse Sustainability Impacts Statement to the Collateral Administrator (each such Principal Adverse Sustainability Impacts Statement to be provided to the Collateral

Administrator by email and in pdf format together with the relevant instructions no later than one Business Day prior to the due date for publication) and the Collateral Administrator will make such Principal Adverse Sustainability Impacts Statement available to any Relevant Recipient via the Reporting Website as soon as reasonably practicable following receipt thereof. In providing such statements, neither the Investment Manager nor the Collateral Administrator shall assume any responsibility or liability to any party, including the Noteholders and potential Noteholders (and including for their use and/or onward distribution of such statements) and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents. None of the Investment Manager, the Issuer, the Collateral Administrator or the Trustee make any representation, warranty or guarantee that the provision of the Principal Adverse Sustainability Impacts Statement will comply with the disclosure requirements of the SFDR or that the provision of such information will enable any party, including Noteholders and potential Noteholders, to comply with any obligation applicable to them under the SFDR.

"**ESG Article 4 RTS**" means the regulatory technical standards developed by the ESAs pursuant to Articles 4(6) and (7) of SFDR.

"**PASIS Reporting Date**" means initially 30 June 2025 and thereafter the date falling one calendar year after the publication of each Principal Adverse Sustainability Impacts Statement.

"**Principal Adverse Sustainability Impacts Statement**" means an indicative, non-binding statement, in a format determined by the Investment Manager and containing such information as may be provided by or on behalf of each Obligor to the Investment Manager in response to a request from the Investment Manager for SFDR Information and aggregated by or behalf of the Investment Manager, in each case only to the extent that such information is provided to the Investment Manager following request therefor (without undue cost or expense) and is not subject to a duty of confidentiality under law or contract. The Noteholders acknowledge that the information available for inclusion in the Principal Adverse Sustainability Impacts Statement may be partial, incomplete or impossible to collect for any part of the Collateral Debt Obligations.

"SFDR" means Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector (as amended)

"SFDR Information" means the information required to be delivered pursuant to and in accordance with Article 4 of SFDR and the ESG Article 4 RTS.

Miscellaneous

Each report shall state that it is for the purposes of information only, that certain information included in the report is estimated, approximated or projected and that it is provided without any representations or warranties as to the accuracy or completeness thereof and that none of the Collateral Administrator, the Trustee, the Arranger, the Initial Purchaser, the Issuer or the Investment Manager will have any liability for estimates, approximations or projections contained therein.

In addition, the Collateral Administrator shall provide the Issuer with such other information and in such a format relating to the Portfolio as the Issuer may reasonably request and which is in the possession of the Collateral Administrator, in order for the Issuer to satisfy its obligation to make any required filings of information with the Central Bank of Ireland and in respect of the preparation of its financial statements and tax returns.

Further, for so long as any of the Notes are Outstanding, the Monthly Report and the Payment Date Report will be available for inspection at the offices of, and copies thereof may be obtained free of charge upon request from, the Issuer.

TAX CONSIDERATIONS

General

Purchasers of 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 issue price of each Note.

Potential purchasers who are in any doubt about their tax position on purchase, ownership, transfer or exercise of any Note should consult their own tax advisers. **In particular, no representation is made as to the manner in which payments under the Notes would be characterised by any relevant tax authority.** Potential investors should be aware that the relevant fiscal rules or their interpretation may change, possibly with retrospective effect, and that this summary is not exhaustive. This summary does not constitute legal or tax advice or a guarantee to any potential investor of the tax consequences of investing in the Notes.

Irish Taxation

The following is a summary of the principal Irish withholding tax consequences for individuals and companies of ownership of the Notes and some other miscellaneous tax matters based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with Noteholders who beneficially own Notes as an investment and who are not associated with the Issuer (otherwise than by virtue of holding the Notes). Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in securities, trusts etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Taxation of Noteholders

Withholding Tax

In general, tax at the standard rate of income tax (currently 20.0 per cent.), is required to be withheld from payments of Irish source interest which should include interest payable on the Notes.

Subject to the discussion below, the Issuer will not be obliged to make a withholding or deduction for or on account of Irish income tax from a payment of interest on a Note so long as the following conditions are met:

(a) the Notes are quoted Eurobonds i.e. securities which are issued by a company (such as the Issuer), which are listed on a recognised stock exchange (such as the Global Exchange Market of Euronext Dublin) and which carry a right to interest; and

(b) the person by or through whom the payment is made is not in Ireland, or if such person is in Ireland, either:

  (i) the Notes are held in a clearing system recognised by the Irish Revenue Commissioners (Euroclear and Clearstream, Luxembourg are, amongst others, so recognised); or

  (ii) the person who is the beneficial owner of the Notes and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as a paying agent located in Ireland) in the prescribed form.

Thus, subject to the discussion below, so long as the Notes continue to be quoted on the Global Exchange Market of Euronext Dublin and are held in Euroclear and/or Clearstream, Luxembourg, interest on the Notes can be paid by any paying agent acting on behalf of the Issuer free of any withholding or deduction for or on account of Irish income tax. If the Notes continue to be quoted but cease to be held in a recognised clearing system, interest on the Notes may be paid without any withholding or deduction for or on account of Irish income tax provided such payment is made through a paying agent outside Ireland.

Interest or other distributions paid out on the Notes that are profit dependent or any part of which exceeds a reasonable commercial return could, under certain anti-avoidance provisions, be re-characterised as a non-deductible distribution and so be subject to dividend withholding tax in certain circumstances. However, this should not apply on the basis of a confirmation by the Issuer that, at the time the Notes were issued, the Issuer was not in possession or aware of any information, including information about any arrangement or understanding in relation to ownership of the Notes after that time, which could reasonably be taken to indicate that interest or other distributions paid on the Notes would not be subject, without reduction computed by reference to the amount of such interest or other distribution, to a tax in a relevant territory which generally applies to profits, income or gains received in that relevant territory by persons from sources outside that relevant territory, where the term "relevant territory" means a member state of the European Union (other than Ireland) or a country with which Ireland has signed a double tax treaty.

Encashment Tax

Irish tax will be required to be withheld at a rate of 25.0 per cent. from interest on any Note, where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any Noteholder. There is an exemption from encashment tax where (i) the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank or (ii) the beneficial owner of the interest is a company which is within the charge to Irish corporation tax in respect of the interest.

Stamp Duty

No stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Notes, provided the Issuer is a qualifying company for the purposes of Section 110 of the TCA and the proceeds of the Notes are used in the course of the Issuer's business.

U.S. Federal Income Taxation

General

The following discussion summarises certain of the material U.S. federal income tax consequences of the purchase, beneficial ownership, and disposition of Notes.

For purposes of this summary, a "**U.S. Holder**" is a beneficial owner of a Note that is:

- an individual who is a citizen or a resident of the United States, for U.S. federal income tax purposes;
- a corporation (or other entity that is treated as a corporation for U.S. federal tax purposes) that is created or organised in or under the laws of the United States, any state thereof, or the District of Columbia;
- an estate, whose income is subject to U.S. federal income taxation regardless of its source; or

- a trust if a court within the United States is able to exercise primary supervision over its administration, and one or more "United States persons" (as defined in Section 7701(a)(30) of the Code) have the authority to control all of its substantial decisions.

For purposes of this summary, a "**Non-U.S. Holder**" is a beneficial owner of a Note that is:

- a nonresident alien individual for U.S. federal income tax purposes;
- a non-U.S. corporation for U.S. federal income tax purposes;
- an estate whose income is not subject to U.S. federal income tax on a net basis; or
- a trust if no court within the United States is able to exercise primary jurisdiction over its administration or if no "United States persons" (as defined in Section 7701(a)(30) of the Code) have the authority to control any of its substantial decisions.

An individual may, subject to certain exceptions, be deemed to be a resident of the United States for U.S. federal income tax purposes by reason of being present in the United States for at least 31 days in the calendar year and for an aggregate of more than 182 days during a three-year period ending in the current calendar year (counting for such purposes all of the days present in the current year, one-third of the days present in the immediately preceding year, and one-sixth of the days present in the second preceding year).

This summary is based on interpretations of the Code, regulations issued thereunder, and rulings and decisions currently in effect (or in some cases proposed), all of which are subject to change. Any such change may be applied retroactively and may adversely affect the U.S. federal income tax consequences described herein. This summary addresses only holders that purchase Notes for cash at initial issuance (and, in the case of the Rated Notes, at their issue price (which is the first price at which a substantial amount of Rated Notes within the applicable Class was sold to investors)) and beneficially own such Notes as capital assets and not as part of a "straddle," "hedge," "synthetic security" or a "conversion transaction" for U.S. federal income tax purposes, or as part of some other integrated investment. This summary does not discuss all of the tax consequences (such as the net investment income tax and alternative minimum tax consequences) that may be relevant to particular investors or to investors subject to special treatment under the U.S. federal income tax laws (such as banks, thrifts, or other financial institutions; insurance companies; securities dealers or brokers, or traders in securities electing mark-to-market treatment; mutual funds or real estate investment trusts; small business investment companies; S corporations; partnerships or investors that hold their Notes through a partnership or other entity treated as a partnership for U.S. federal income tax purposes; U.S. Holders whose functional currency is not the U.S. dollar; certain former citizens or residents of the United States; retirement plans or other tax-exempt entities, or persons holding the Notes in tax-deferred or tax-advantaged accounts; or CFCs or PFICs. This summary also does not address the tax consequences to shareholders, or other equity holders in, or beneficiaries of, a holder of Notes, or any state, local or foreign tax consequences of the purchase, ownership or disposition of the Notes.

In the case of a partnership, or other entity treated as a pass-through entity for U.S. federal income tax purposes, that is a beneficial owner of a Note, the tax treatment of a partner of such partnership (or other equity holder of such other pass-through entity) will generally depend on the status of such partner (or other equity holder) and upon the activities of such pass-through entity. Partners of partnerships (or other equity holders of other pass-through entities, as applicable) that are beneficial owners of the Notes should consult their tax advisors as to the tax consequences of an investment in the Notes.

PROSPECTIVE PURCHASERS OF NOTES SHOULD CONSULT THEIR TAX ADVISORS AS TO THE U.S. FEDERAL, STATE AND LOCAL TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF NOTES, AS WELL AS ANY CONSEQUENCES ARISING UNDER THE LAWS OF ANY OTHER TAXING JURISDICTION TO WHICH THEY MAY BE SUBJECT.

U.S. Federal Tax Treatment of the Issuer

The Issuer will be treated as a non-U.S. corporation for U.S. federal income tax purposes. The Issuer intends to operate so as not to be subject to U.S. federal income tax on a net basis. In this regard, on the Issue Date, the Issuer will receive an opinion of Allen Overy Shearman Sterling US LLP dated the Issue Date, to the effect that, if the Issuer and the Investment Manager comply with the Trust Deed and the Investment Management and Collateral Administration Agreement, including certain tax guidelines included therein, as they may be amended or supplemented from time to time (the "**U.S. Tax Guidelines**"), and certain other assumptions specified in the opinion are satisfied, the Issuer will not be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes under current law and the facts existing as of the Issue Date. Failure of the Issuer to comply with the U.S. Tax Guidelines or the Trust Deed may not give rise to a default or a Note Event of Default under the Trust Deed or an Event of Default under the Investment Management and Collateral Administration Agreement and may not give rise to a claim against the Issuer or the Investment Manager. In the event of such a failure, the Issuer could be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. The opinion of Allen Overy Shearman Sterling US LLP is not binding on the IRS or the courts. Moreover, a change in law or its interpretation could result in the Issuer being treated as engaged in a trade or business within the United States for U.S. federal income tax purposes, or otherwise being subject to U.S. federal income tax on a net basis. It should be noted that the Issuer is permitted to depart from the U.S. Tax Guidelines, provided that it received an opinion and/or written advice from the Investment Manager's selected counsel to the effect that the departure 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. The opinion of Allen Overy Shearman Sterling US LLP will assume the correctness of any such opinion or written advice.

If it were determined that the Issuer was engaged in a trade or business within the United States for U.S. federal income tax purposes, and the Issuer had taxable income that was effectively connected with such trade or business within the United States, the Issuer would be subject under the Code to the regular U.S. corporate income tax rate on such effectively connected taxable income (computed possibly without any allowance for deductions) and possibly to a 30.0 per cent. branch profits tax and state and local taxes as well. The imposition of such taxes on the Issuer would materially adversely affect the Issuer's ability to make payments on the Notes. The balance of this summary assumes that the Issuer is not subject to U.S. federal income tax on a net basis.

U.S. Federal Tax Treatment of the Notes

Upon the issuance of the Notes, the Issuer will receive an opinion of Allen Overy Shearman Sterling US LLP to the effect that, based on certain assumptions, the Class X Notes, Class A Notes, Class B Notes, Class C Notes, and Class D Notes will be treated, and the Class E Notes should be treated, as indebtedness for U.S. federal income tax purposes. No opinion will be received with respect to the Class F Notes. The Issuer intends to treat each Class of Rated Notes as indebtedness for U.S. federal, state, and local income and franchise tax purposes. The Issuer's characterisations will be binding on all Noteholders, and the Trust Deed requires the Noteholders to treat the Rated Notes as indebtedness for U.S. federal, state and local income and franchise tax purposes. Nevertheless, the determination of whether a Rated Note is indebtedness for U.S. federal income tax purposes depends on the facts and circumstances at the time that

the Rated Note is issued, including the existence and extent of any overlap in the identities of the beneficial owners of Rated Notes or Subordinated Notes. Accordingly, the IRS could assert, and a court could ultimately hold, that one or more Classes of Rated Notes are equity in the Issuer. If any Rated Notes were treated as equity in, rather than debt of, the Issuer for U.S. federal income tax purposes, then the holders of such Notes would be subject to the special and potentially adverse U.S. tax rules applicable to U.S. equity owners in PFICs or CFCs. See "*– U.S. Federal Tax Treatment of U.S. Holders of Rated Notes – Possible Treatment of Class E Notes and Class F Notes as Equity for U.S. Federal Income Tax Purposes*" below. Except as otherwise indicated, the balance of this summary assumes that all of the Rated Notes are treated as indebtedness of the Issuer for U.S. federal, state and local income and franchise tax purposes. Prospective investors in the Rated Notes should consult their tax advisers regarding the U.S. federal, state and local income and franchise tax consequences to the investors in the event their Rated Notes are treated as equity in the Issuer.

The Issuer intends to treat the Subordinated Notes as equity in the Issuer for U.S. federal income tax purposes, and each holder, by its purchase of a Subordinated Note, agrees to treat the Subordinated Notes consistently with this treatment.

The Trust Deed could be amended in a manner that materially adversely affects the U.S. federal tax consequences of an investment in the Notes as described herein, including by affecting the U.S. federal income tax characterisation of the Notes as indebtedness or equity or changing the characterisation and timing of income inclusions to U.S. Holders in respect of the Notes.

This discussion, and the opinion of Allen Overy Shearman Sterling US LLP described above, do not address the effects of any supplemental trust deeds.

U.S. Federal Tax Treatment of U.S. Holders of Rated Notes

Class X Notes, Class A Notes and Class B Notes

Stated Interest. U.S. Holders of Class X Notes, Class A Notes and Class B Notes will include in gross income the U.S. dollar value of payments of stated interest accrued or received on their Notes, in accordance with their usual method of tax accounting, as ordinary interest income.

In general, U.S. Holders of Class X Notes, Class A Notes or Class B Notes that use the cash method of accounting will calculate the U.S. dollar value of payments of stated interest based on the euro-to-U.S. dollar spot exchange rate at the time a payment is received.

In general, U.S. Holders of Class X Notes, Class A Notes or Class B Notes that use the accrual method of accounting or that otherwise are required to accrue stated interest before receipt will calculate the U.S. dollar value of accrued interest based on the average euro-to-U.S. dollar spot exchange rate during the applicable Accrual Period (or, with respect to an Accrual Period that spans two taxable years, at the average euro-to-U.S. dollar spot exchange rate for the partial period within the U.S. Holder's taxable year). Alternatively, a U.S. Holder of Class X Notes, Class A Notes or Class B Notes can elect to calculate the U.S. dollar value of accrued interest based on the euro-to-U.S. dollar spot exchange rate on the last day of the applicable Accrual Period (or, with respect to an Accrual Period that spans two taxable years, at the euro-to-U.S. dollar spot exchange rate on the last day of the U.S. Holder's taxable year) or, if the last day of the Accrual Period is within five (5) Business Days of the U.S. Holder's receipt of the payment, the spot exchange rate on the date of receipt. Any such election must be applied to all debt instruments held by the U.S. Holder and is irrevocable without the consent of the IRS.

Accrual basis U.S. Holders of Class X Notes, Class A Notes or Class B Notes also will recognise foreign currency exchange gain or loss on the receipt of interest payments on their Class A Notes, Class B or

Notes to the extent that the U.S. dollar value of such payments (based on the euro-to-U.S. dollar spot exchange rate on the date such payments are received) differs from the U.S. dollar value of such payments when they were accrued. The foreign currency exchange gain or loss generally will be treated as ordinary income or loss.

Original Issue Discount. In addition, if the discount at which a substantial amount of the Class X Notes, Class A Notes or Class B Notes is first sold to investors is at least 0.25 per cent. of the principal amount of the Class, multiplied by the weighted average maturity of the Class, then the Issuer will treat the Class as issued with OID for U.S. federal income tax purposes. The total amount of OID with respect to a Note within the Class will equal the excess of the principal amount of the Note over its issue price (the first price at which a substantial amount of Notes within the Class was sold to investors). U.S. Holders of Notes that are issued with OID will be required to include the U.S. dollar value of OID in advance of the receipt of cash attributable to such income. In general, U.S. Holders of the Class X Notes, Class A Notes or Class B Notes will calculate the U.S. dollar value of OID based on the average euro-to-U.S. dollar spot exchange rate during the applicable Accrual Period (or, with respect to an Accrual Period that spans two taxable years, at the average euro-to-U.S. dollar spot exchange rate for the partial period within the U.S. Holder's taxable year). Alternatively, a U.S. Holder of the Class X Notes, Class A Notes or Class B Notes can elect to calculate the U.S. dollar value of OID based on the euro-to U.S. dollar spot exchange rate on the last day of the applicable Accrual Period (or, with respect to an Accrual Period that spans two taxable years, at the euro-to-U.S. dollar spot exchange rate on the last day of the U.S. Holder's taxable year) or, if the last day of the Accrual Period is within five (5) Business Days of the U.S. Holder's receipt of the payment of accrued OID, the spot exchange rate on the date of receipt. Any such election must be applied to all debt instruments held by the U.S. Holder and is irrevocable without the consent of the IRS.

A U.S. Holder generally will be required to include OID in income as it accrues (regardless of the U.S. Holder's method of accounting). Accruals of any such OID generally will be made using a constant yield method, based on the weighted average life of the applicable Class rather than its stated maturity, possibly with periodic adjustments to reflect the difference between (x) the prepayment assumption under which the weighted average life was calculated and (y) actual prepayments on the Collateral Debt Obligations. It is possible, however, that the IRS could assert and a court could ultimately hold that some other method of accruing OID should apply.

U.S. Holders of Class X Notes, Class A Notes or Class B Notes that are issued with OID also will recognise foreign currency exchange gain or loss on the receipt of principal payments on their Class X Notes, Class A Notes or Class B Notes to the extent that the U.S. dollar value of such payments (based on the euro-to-U.S. dollar spot exchange rate on the date such payments are received) differs from the U.S. dollar value of the corresponding amounts of OID when they were accrued. The foreign currency exchange gain or loss generally will be treated as ordinary income or loss.

Sale, Exchange or Retirement. In general, a U.S. Holder will have a basis in its Class A Note or Class B Note equal to the U.S. dollar value of the cost of such Note (based on the euro-to-U.S. dollar spot exchange rate on the date the Note was acquired, or the settlement date for the purchase of the Note if the Note is treated under applicable Treasury regulations as a security traded on an established securities market and the U.S. Holder either uses the cash method of accounting, or uses the accrual method of accounting and so elects (which election must be applied consistently from year to year)), (i) increased by the U.S. dollar value of any amount includable in income as OID (as described above), and (ii) reduced by the U.S. dollar value of payments of principal on such Note (based on the euro-to-U.S. dollar spot exchange rate on the date any such payments were received).

A U.S. Holder will generally recognise foreign currency exchange gain or loss on the receipt of any principal payments on a Class X Note, Class A Note or Class B Note prior to a sale, exchange, or

retirement of such Note to the extent that the U.S. dollar value of each such principal payment (based on the euro-to-U.S. dollar spot exchange rate on the date any such payment was received) differs from the U.S. dollar value of the equivalent principal amount of the Note on the date the Note was acquired (based on the euro-to-U.S. dollar spot exchange rate on such date). Any such foreign currency exchange gain or loss generally will be treated as ordinary income or loss.

Upon a sale, exchange, or retirement of a Class X Note, Class A Note or Class B Note, a U.S. Holder will generally recognise gain or loss equal to the difference between the U.S. dollar value of the amount realised on the sale, exchange, or retirement (less any accrued and unpaid interest, which will be taxable as described above) and the holder's tax basis in such Note. The U.S. dollar value of the amount realised generally is based on the euro-to-U.S. dollar spot exchange rate on the date of the disposition. However, if the Notes are treated under applicable Treasury regulations as stock or securities traded on an established securities market and the U.S. Holder uses the cash method of accounting, then the U.S. dollar value of the amount realised is based instead on the euro-to-U.S. dollar spot exchange rate on the settlement date for the disposition. U.S. Holders that use the accrual method of accounting also may elect to use the settlement date valuation, *provided that* they apply it consistently from year to year. Any such gain or loss will be foreign currency exchange gain or loss to the extent that the U.S. dollar value of the principal amount of the Note on the date of the sale, exchange, or retirement (based on the euro-to-U.S. dollar spot exchange rate on such date) differs from the U.S. dollar value of the equivalent principal amount of the Note on the date that the Note was acquired (based on the euro-to-U.S. dollar spot exchange rate on such date). Any such foreign currency exchange gain or loss generally will be treated as ordinary income or loss. Any gain or loss in excess of foreign currency exchange gain or loss will be capital gain or loss, and generally will be treated as long-term capital gain or loss if the U.S. Holder held the Note for more than one year at the time of disposition. In certain circumstances, U.S. Holders who are individuals may be entitled to preferential tax rates for net long-term capital gains; however, the ability of U.S. Holders to offset capital losses against ordinary income is limited.

Class C Notes, Class D Notes, Class E Notes and Class F Notes

Original Issue Discount. The Issuer will treat the Class C Notes, Class D Notes, Class E Notes and Class F Notes (collectively, the "**Deferred Interest Notes**") as issued with OID for U.S. federal income tax purposes. The total amount of OID with respect to a Deferred Interest Note will equal the sum of all payments to be received under such Note less its issue price (the first price at which a substantial amount of Notes within the applicable Class was sold to investors). U.S. Holders of the Deferred Interest Notes will be required to include the U.S. dollar value of OID in advance of the receipt of cash attributable to such income. In general, U.S. Holders will calculate the U.S. dollar value of OID based on the average euro-to-U.S. dollar spot exchange rate during the applicable Accrual Period (or, with respect to an Accrual Period that spans two taxable years, at the average euro-to-U.S. dollar spot exchange rate for the partial period within the U.S. Holder's taxable year). Alternatively, a U.S. Holder can elect to calculate the U.S. dollar value of OID based on the euro-to-U.S. dollar spot exchange rate on the last day of the applicable Accrual Period (or, with respect to an Accrual Period that spans two taxable years, at the euro-to-U.S. dollar spot exchange rate on the last day of the U.S. Holder's taxable year) or, if the last day of the Accrual Period is within five (5) Business Days of the U.S. Holder's receipt of the payment of accrued OID, the euro-to-U.S. dollar spot exchange rate on the date of receipt. Any such election must be applied to all debt instruments held by the U.S. Holder and is irrevocable without the consent of the IRS.

A U.S. Holder of Deferred Interest Notes generally will be required to include OID in income as it accrues (regardless of the U.S. Holder's method of accounting). Accruals of any such OID generally will be made using a constant yield method, based on the weighted average life of the applicable Class rather than its stated maturity, possibly with periodic adjustments to reflect the difference between (x) the prepayment assumption under which the weighted average life was calculated and (y) actual prepayments on the

Collateral Debt Obligations. Accruals of OID on the Deferred Interest Notes will be calculated by assuming that interest will be paid over the life of the applicable Class based on the value of EURIBOR used in setting the interest rate for the first Accrual Period, and then adjusting the accrual for each subsequent Accrual Period based on the difference between the value of EURIBOR used in setting interest for that subsequent Accrual Period and the assumed rate. It is possible, however, that the IRS could assert, and a court could ultimately hold, that some other method of accruing OID on the Deferred Interest Notes should apply.

U.S. Holders of Deferred Interest Notes also will recognise foreign currency exchange gain or loss on the receipt of interest and/or principal payments on their Notes to the extent that the U.S. dollar value of such payments (based on the euro-to-U.S. dollar spot exchange rate on the date such payments are received) differs from the U.S. dollar value of the corresponding amounts of OID when they were accrued. The foreign currency exchange gain or loss generally will be treated as ordinary income or loss.

Sale, Exchange, or Retirement. In general, a U.S. Holder of a Deferred Interest Note will have a basis in such Note equal to the U.S. dollar value of the cost of such Note (based on the euro-to-U.S. dollar spot exchange rate on the date the Note was acquired, or the settlement date for the purchase of the Note if the Note is treated under applicable Treasury regulations as a security traded on an established securities market and the U.S. Holder either uses the cash method of accounting, or uses the accrual method of accounting and so elects (which election must be applied consistently from year to year)), (i) increased by any amount includable in income by such U.S. Holder as OID (as described above), and (ii) reduced by the U.S. dollar value of any payments received on such Note (based on the euro-to-U.S. dollar spot exchange rate on the date any such payments were received). A U.S. Holder will generally recognise foreign currency exchange gain or loss on the receipt of any principal payments on a Deferred Interest Note prior to a sale, exchange, or retirement of such Note to the extent that the U.S. dollar value of each such principal payment (based on the euro-to-U.S. dollar spot exchange rate on the date any such payment was received) differs from the U.S. dollar value of the equivalent principal amount of the Note (based on the euro-to-U.S. dollar spot exchange rate on the date the Note was acquired). Any such foreign currency exchange gain or loss generally will be treated as ordinary income or loss.

Upon a sale, exchange, or retirement of a Deferred Interest Note, a U.S. Holder will generally recognise gain or loss equal to the difference between the U.S. dollar value of the amount realised on the sale, exchange, or retirement and the holder's tax basis in such Note. Any such gain or loss will be foreign currency exchange gain or loss to the extent that the U.S. dollar value of the principal amount of the Note on the date of the sale, exchange, or retirement (based on the euro-to-U.S. dollar spot exchange rate on such date) differs from the U.S. dollar value of the equivalent principal amount of the Note (based on the euro-to-U.S. dollar spot exchange rate on the date the Note was acquired). The U.S. dollar value of the amount realised generally is based on the euro-to-U.S. dollar spot exchange rate on the date of the disposition. However, if the Notes are treated under applicable Treasury regulations as stock or securities traded on an established securities market and the U.S. Holder uses the cash method of accounting, then the U.S. dollar value of the amount realised is based instead on the euro-to-U.S. dollar spot exchange rate on the settlement date for the disposition. U.S. Holders that use the accrual method of accounting also may elect to use the settlement date valuation, provided that they apply it consistently from year to year. Any such foreign currency exchange gain or loss generally will be treated as ordinary income or loss. Any gain or loss in excess of foreign currency exchange gain or loss will be capital gain or loss, and generally will be treated as long-term capital gain or loss if the U.S. Holder held the Note for more than one year at the time of disposition. In certain circumstances, U.S. Holders who are individuals may be entitled to preferential tax rates for net long-term capital gains; however, the ability of U.S. Holders to offset capital losses against ordinary income is limited.

Designation of an Alternative Base Rate.

The U.S. federal income tax treatment of the designation of an Alternative Base Rate is unclear. If the designation of an Alternative Base Rate is treated as a "significant modification" for U.S. federal income tax purposes, the designation of an Alternative Base Rate could cause a U.S. Holder that holds Rated Notes that are subject to the designation of an Alternative Base Rate to recognize gain for U.S. federal income tax purposes equal to the difference, if any, between (a)(i) the fair market value of the modified Rated Notes (if the Class is treated as publicly traded) or their principal amount (if the Class is not treated as publicly traded), less (ii) any accrued and unpaid interest (which will be taxable as ordinary income), and (b) the U.S. Holder's tax basis in the Rated Notes. Any gain will be long-term capital gain if the applicable Rated Notes were held for more than one year at the time of the designation of an Alternative Base Rate, or otherwise short-term capital gain. The tax on any such gain may exceed the after-tax distributions on the modified Rated Notes during the taxable year in which the designation of an Alternative Base Rate occurs, in which case the U.S. Holder would be required to fund its tax liability in respect of the gain from other sources. In the event that the designation of an Alternative Base Rate is treated as a significant modification for U.S. federal income tax purposes, it is possible that the U.S. Holder's holding period in respect of the modified Rated Notes will begin on the day following the modification. U.S. Holders may not be permitted to recognize loss upon the designation of an Alternative Base Rate. Finally, the designation of an Alternative Base Rate could create or change the amount of any OID that U.S. Holders are required to include with respect to their Rated Notes. U.S. Holders should consult their tax advisors regarding the tax consequences of the designation of an Alternative Base Rate.

Receipt of Euro.

U.S. Holders will have a tax basis in any euro received in respect of the Rated Notes on a sale, redemption, or other disposition of the Rated Notes equal to the U.S. dollar value of the euro on that date. Any gain or loss recognised on a sale, exchange, or other disposition of those euro generally will be ordinary income or loss. A U.S. Holder that converts the euro into U.S. dollars on the date of receipt generally should not recognise ordinary income or loss in respect of the conversion.

Possible Treatment of Class E Notes and Class F Notes as Equity for U.S. Federal Income Tax Purposes.

As described above under "*– U.S. Federal Tax Treatment of the Notes,*" the Issuer intends to treat the Class E Notes and Class F Notes as indebtedness for U.S. federal, state, and local income and franchise tax purposes, and the Trust Deed requires Noteholders to treat the Class E Notes and Class F Notes as indebtedness for U.S. federal, state and local income and franchise tax purposes. Nevertheless, the IRS could assert, and a court could ultimately hold, that the Class E Notes and Class F Notes are equity in the Issuer for U.S. federal income tax purposes.

If the Class E Notes or Class F Notes are treated as equity in the Issuer, because the Issuer will be a PFIC for U.S. federal income tax purposes, gain on the sale of the Class E Notes or Class F Notes could be treated as ordinary income and subject to an additional tax in the nature of interest, and certain interest on such Notes could be subject to the additional tax. A U.S. Holder of such Notes might be able to avoid the ordinary income treatment and additional tax by writing "Protective QEF Election" on the top of an IRS Form 8621, filling out the form, checking Box A (Election to Treat the PFIC as a QEF) and filing the form with the IRS with respect to their Class E Notes or Class F Notes, or by filing a protective statement with the IRS preserving the U.S. Holder's ability to elect retroactively to treat the Issuer as a "qualified electing fund" (a "**QEF**") and so electing at the appropriate time. Such a U.S. Holder also will be required to file an annual PFIC report. The Issuer will provide, upon request and, possibly, at the expense of the requesting U.S. Holder, all information and documentation that a U.S. Holder of Class E Notes or Class

F Notes making a "protective" QEF election with respect to the Issuer is required to obtain for U.S. federal income tax purposes.

Alternatively, if the Class E Notes or Class F Notes are treated as equity in the Issuer, the Issuer is a CFC, and a U.S. Holder of such Notes also is treated as a 10.0 per cent. United States shareholder with respect to the Issuer, then the U.S. Holder generally would be subject to the rules discussed below under "– *U.S. Federal Tax Treatment of U.S. Holders of Subordinated Notes—Investment in a Controlled Foreign Corporation*" with respect to its Class E Notes and its Class F Notes.

If the Issuer holds a Collateral Debt Obligation that is treated as equity in a non-U.S. corporation for U.S. federal income tax purposes, and if the Class E Notes or Class F Notes are treated as equity in the Issuer, U.S. Holders of Class E Notes or Class F Notes could be treated as owning an indirect equity interest in a PFIC or a CFC and could be subject to certain adverse tax consequences. In particular, a U.S. Holder of an indirect equity interest in a PFIC is treated as owning the PFIC directly. The U.S. Holder, and not the Issuer, would be required to make a QEF election with respect to each indirect interest in a PFIC. However, certain PFIC information statements are necessary for U.S. Holders that have made QEF elections, and there can be no assurance that the Issuer can obtain such statements from a PFIC. Thus, there can be no assurance that a U.S. Holder will be able to make the election with respect to any indirectly held PFIC.

In addition, if the Class E Notes or Class F Notes represent equity in the Issuer for U.S. federal income tax purposes, a U.S. Holder of such Notes would be required to file an IRS Form 926 with the IRS if (i) such person is treated as owning, directly or by attribution, immediately after the U.S. Holder's purchase of Notes, at least 10.0 per cent. by vote or value of the Issuer or (ii) the amount of cash transferred by such person (or any related person) to the Issuer during the 12-month period ending on the date of such purchase exceeds $100,000. U.S. Holders may wish to file a "protective" IRS Form 926 with respect to their Class E Notes and Class F Notes.

Finally, if the Class E Notes or Class F Notes represent equity in the Issuer for U.S. federal income tax purposes, a U.S. Holder of such Notes will be required to file an IRS Form 5471 and, possibly, an IRS Form 8992 with the IRS if the U.S. Holder is treated as owning (actually or constructively) at least 10.0 per cent. by vote or value of the equity of the Issuer for U.S. federal income tax purposes, and may be required to provide additional information regarding the Issuer annually on IRS Form 5471 if the U.S. Holder is treated as owning (actually or constructively) more than 50.0 per cent. by vote or value of the equity of the Issuer for U.S. federal income tax purposes. U.S. Holders may wish to file a "protective" IRS Form 5471 and IRS Form 8992 with respect to their Class E Notes and Class F Notes.

U.S. Holders that fail to comply with these reporting requirements may be subject to adverse tax consequences, including a "tolling" of the statute of limitations with respect to their U.S. tax returns. Prospective U.S. Holders of Class E Notes or Class F Notes should consult with their tax advisors regarding whether to make a protective QEF election and protective filings of IRS Forms 8621, 8992, 926 and 5471 with respect to such Notes and the consequences to them if the Class E Notes or Class F Notes are treated as equity in the Issuer.

U.S. Federal Tax Treatment of U.S. Holders of Subordinated Notes

Investment in a Passive Foreign Investment Company. The Issuer will be a PFIC for U.S. federal income tax purposes, and U.S. Holders of Subordinated Notes will be subject to the PFIC rules, except for certain U.S. Holders that are subject to the rules relating to a CFC (as described below under "– *Investment in a Controlled Foreign Corporation*"). U.S. Holders of Subordinated Notes should consider making an election to treat the Issuer as a QEF. Generally, a U.S. Holder makes a QEF election on IRS Form 8621, attaching a copy of that form to its U.S. federal income tax return for the first taxable year for which it

held its Subordinated Notes. If a U.S. Holder makes a timely QEF election with respect to the Issuer, the electing U.S. Holder will be required in each taxable year to include in gross income (i) as ordinary income, the U.S. dollar value of the U.S. Holder's pro rata share of the Issuer's ordinary earnings and (ii) as long-term capital gain, the U.S. dollar value of the U.S. Holder's pro rata share of the Issuer's net capital gain, whether or not distributed. Because there is more than one class of equity, a U.S. holder's *pro rata* share of the Issuer's ordinary earnings and net capital gain may exceed the amounts payable to the U.S. Holder on the equity during one or more taxable years. A U.S. Holder will not be eligible for the dividends received deduction in respect of such income or gain. In addition, any losses of the Issuer in a taxable year will not be available to the U.S. Holder and may not be carried back or forward in computing the Issuer's ordinary earnings and net capital gain in other taxable years. If applicable, the rules relating to a CFC, discussed below generally override those relating to a PFIC with respect to which a QEF election is in effect.

In certain cases in which a QEF does not distribute all of its earnings in a taxable year, the electing U.S. Holder may also be permitted to elect to defer payment of some or all of the taxes on the QEF's income, subject to an interest charge (which is nondeductible to individuals) on the deferred amount. In this regard, prospective purchasers of Subordinated Notes should be aware that it is expected that the Collateral Debt Obligations will include high-yield debt obligations and such instruments may have substantial OID, the cash payment of which may be deferred, perhaps for a substantial period of time. In addition, the Issuer may use proceeds from the sale of Collateral Debt Obligations to retire other classes of Notes. As a result, in any given year, the Issuer may have substantial amounts of earnings for U.S. federal income tax purposes that are not distributed on the Subordinated Notes. Thus, absent an election to defer payment of taxes, U.S. Holders that make a QEF election with respect to the Issuer may owe tax on significant "phantom" income.

The Issuer will provide, upon request and at the Issuer's expense, all information and documentation that a U.S. Holder of Subordinated Notes making a QEF election with respect to the Issuer is required to obtain for U.S. federal income tax purposes.

A U.S. Holder of Subordinated Notes (other than certain U.S. Holders that are subject to the rules relating to a CFC, described below) that does not make a timely QEF election will be required to report the U.S. dollar value of any gain on the disposition of its Subordinated Notes as ordinary income, rather than capital gain, and to compute the tax liability on such gain and any "Excess Distribution" (as defined below) received in respect of the Subordinated Notes as if such items had been earned ratably over each day in the U.S. Holder's holding period (or a certain portion thereof) for the Subordinated Notes. The U.S. Holder will be subject to tax on such gain or Excess Distributions at the highest ordinary income tax rate for each taxable year in which such gain or Excess Distributions are treated as having been earned, other than the current year (for which the U.S. Holder's regular ordinary income tax rate will apply), regardless of the rate otherwise applicable to the U.S. Holder. Further, such U.S. Holder will also be liable for an interest charge (which is nondeductible to individuals) as if such income tax liabilities had been due with respect to each such year. For purposes of these rules, gifts, exchanges pursuant to corporate reorganisations and use of the Subordinated Notes as security for a loan may be treated as taxable dispositions of such Subordinated Notes. In addition, a stepped-up basis in the Subordinated Notes will not be available upon the death of an individual U.S. Holder who has not made a timely QEF election with respect to the Issuer.

An "**Excess Distribution**" is the amount by which the U.S. dollar value of distributions during a taxable year in respect of a Subordinated Note exceeds 125.0 per cent. of the average amount of distributions in respect thereof during the three preceding taxable years (or, if shorter, the U.S. Holder's holding period for the Subordinated Note).

In many cases, the U.S. federal income tax on any gain on disposition or receipt of Excess Distributions is likely to be substantially greater than the tax if a timely QEF election is made. A U.S. HOLDER OF SUBORDINATED NOTES SHOULD STRONGLY CONSIDER MAKING A QEF ELECTION WITH RESPECT TO THE ISSUER.

Investment in a Controlled Foreign Corporation. The Issuer will be a CFC if more than 50.0 per cent. of the equity interests in the Issuer, measured by reference to combined voting power or value, is owned directly, indirectly, or constructively by 10.0 per cent. United States shareholders any time during the Issuer's taxable year. For this purpose, a "**10.0 per cent. United States shareholder**" is any United States person that possesses directly, indirectly, or constructively 10.0 per cent. or more of the combined voting power or value of all classes of equity in the Issuer. Thus, a U.S. Holder of Subordinated Notes (and/or any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes) possessing directly, indirectly, or constructively 10.0 per cent. or more of the voting power or value of the Subordinated Notes (and, if applicable, any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes) would be treated as a 10.0 per cent. United States shareholder. If more than 50.0 per cent. of the Subordinated Notes (and any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes), determined with respect to the combined voting power or value of the Subordinated Notes (and, if applicable, any Rated Notes that are treated as equity in the Issuer for U.S. federal income tax purposes), are owned directly, indirectly, or constructively by such 10.0 per cent. United States shareholders, the Issuer will be treated as a CFC. If, for any given taxable year, the Issuer is treated as a CFC, a 10.0 per cent. United States shareholder of the Issuer will be required to include as ordinary income an amount equal to the U.S. dollar value of that person's pro rata share of the Issuer's "subpart F income" at the end of such taxable year. Among other items, and subject to certain exceptions, "subpart F income" includes dividends, interest, annuities, gains from the sale of shares and securities, certain gains from commodities transactions, certain types of insurance income and income from certain transactions with related parties. It is likely that, if the Issuer were a CFC, all of its income would be subpart F income.

If the Issuer is treated as a CFC and a U.S. Holder is treated as a 10.0 per cent. United States shareholder of the Issuer, the Issuer will not be treated as a PFIC with respect to the U.S. Holder for the period during which the Issuer remains a CFC and the U.S. Holder remains a 10.0 per cent. United States shareholder of the Issuer (the "qualified portion" of the U.S. Holder's holding period for the Subordinated Notes). As a result, to the extent the Issuer's subpart F income includes net capital gains, such gains will be treated as ordinary income to the 10.0 per cent. United States shareholder under the CFC rules, notwithstanding the fact that the character of such gains generally would otherwise be preserved under the QEF rules. If the qualified portion of the U.S. Holder's holding period for the Subordinated Notes subsequently ceases (either because the Issuer ceases to be a CFC or the U.S. Holder ceases to be a 10.0 per cent. United States shareholder), then solely for purposes of the PFIC rules, the U.S. Holder's holding period for the Subordinated Notes will be treated as beginning on the first day following the end of such qualified portion, unless the U.S. Holder has owned any Subordinated Notes for any period of time prior to such qualified portion and has not made a QEF election with respect to the Issuer. In that case, the Issuer will again be treated as a PFIC which is not a QEF with respect to the U.S. Holder and the beginning of the U.S. Holder's holding period for the Subordinated Notes will continue to be the date upon which the U.S. Holder acquired the Subordinated Notes, unless the U.S. Holder makes an election to recognise gain with respect to the Subordinated Notes and a QEF election with respect to the Issuer. In the event that the Issuer is a CFC, then, at the request and, possibly, expense of any U.S. Holder that is a 10.0 per cent. United States shareholder with respect to the Issuer, the Issuer will provide the information necessary for the U.S. Holder to comply with any filing requirements that arise as a result of the Issuer's classification as a CFC.

Indirect Interests in PFICs and CFCs. If the Issuer owns a Collateral Debt Obligation that is treated as equity in a non U.S. corporation for U.S. federal income tax purposes, U.S. Holders of Subordinated Notes could be treated as owning an indirect equity interest in a PFIC or a CFC and could be subject to certain adverse tax consequences.

In particular, a U.S. Holder of an indirect equity interest in a PFIC is treated as owning the PFIC directly. The U.S. Holder, and not the Issuer, would be required to make a QEF election with respect to each indirect interest in a PFIC. However, certain PFIC information statements are necessary for U.S. Holders that have made QEF elections, and there can be no assurance that the Issuer can obtain such statements from a PFIC, and thus there can be no assurance that a U.S. Holder will be able to make the election with respect to any indirectly held PFIC.

Accordingly, if the U.S. Holder has not made a QEF election with respect to the indirectly held PFIC, the U.S. Holder would be subject to the adverse consequences described above under "– *Investment in a Passive Foreign Investment Company*" with respect to any Excess Distributions of such indirectly held PFIC, any gain indirectly realised by such U.S. Holder on the sale by the Issuer of such PFIC, and any gain indirectly realised by such U.S. Holder with respect to the indirectly held PFIC on the sale by the U.S. Holder of its Subordinated Notes (which may arise even if the U.S. Holder realises a loss on such sale). Moreover, if the U.S. Holder has made a QEF election with respect to the indirectly held PFIC, the U.S. Holder will be required to include in income the U.S. dollar value of its pro rata share of the indirectly held PFIC's ordinary earnings and net capital gain as if the indirectly held PFIC were held directly (as described above), and the U.S. Holder will not be permitted to use any losses or other expenses of the Issuer to offset such ordinary earnings and/or net capital gains. Accordingly, if any of the Collateral Debt Obligations are treated as equity interests in a PFIC, U.S. Holders could experience significant amounts of "phantom" income with respect to such interests.

If a Collateral Debt Obligation is treated as an indirect equity interest in a CFC and a U.S. Holder owns directly, indirectly, or constructively 10.0 per cent. or more of the CFC's voting power or value for U.S. federal income tax purposes, the U.S. Holder generally will be required to include the U.S. dollar value of its pro rata share of the CFC's "subpart F income" as ordinary income at the end of each taxable year, as described above under "– *Investment in a Controlled Foreign Corporation,*" regardless of whether the CFC distributed any amounts to the Issuer during such taxable year or whether the U.S. Holder made a QEF election with respect to the indirectly held CFC. In addition, the U.S. dollar value of gain realised by the U.S. Holder on the sale by the Issuer of the CFC, and the U.S. dollar value of gain realised by the U.S. Holder on the sale by the U.S. Holder of its Subordinated Notes (as described below), generally will be treated as ordinary income to the extent of the U.S. Holder's pro rata share of the CFC's current and accumulated earnings and profits, reduced by any amounts previously taxed pursuant to the CFC rules. U.S. Holders should consult their own tax advisors regarding the tax issues associated with such investments in light of their own individual circumstances.

*Phantom Incom*e. U.S. Holders may be subject to U.S. federal income tax on the amounts that exceed the distributions they receive on the Subordinated Notes. For example, if the Issuer is a CFC and a U.S. Holder is a 10.0 per cent. United States shareholder with respect to the Issuer, or a U.S. Holder makes a QEF election with respect to the Issuer, the U.S. Holder will be subject to federal income tax with respect to its share of the Issuer's income and gain (to the extent of the Issuer's "earnings and profits"), which may exceed the Issuer's distributions. It is expected that the Issuer's income and gain (and earnings and profits) will exceed cash distributions with respect to (i) debt instruments that were issued with OID and are held by the Issuer, (ii) the acquisition at a discount of the Rated Notes by the Issuer (including by reason of a Refinancing or any deemed exchange that occurs for U.S. federal income tax purposes as a result of a designation of an Alternative Base Rate or a modification of the Trust Deed), and (iii) the use of interest proceeds

to make payments on the Class X Principal Amortisation Amount.. U.S. Holders should consult their tax advisors regarding the timing of income and gain on the Subordinated Notes.

Distributions. The treatment of actual distributions of cash on the Subordinated Notes will vary depending on whether the U.S. Holder of such Subordinated Notes has made a timely QEF election or whether the Issuer is a CFC of which the U.S. Holder is a 10.0 per cent United States shareholder (as described above). See "*– Investment in a Passive Foreign Investment Company*" and "*– Investment in a Controlled Foreign Corporation*". If a timely QEF election has been made, distributions should be allocated first to amounts previously taxed pursuant to the QEF election (or pursuant to the CFC rules, if applicable) and to this extent will not be taxable to such U.S. Holder. Distributions in excess of such previously taxed amounts will be treated first as a nontaxable return of capital, to the extent of the U.S. Holder's adjusted tax basis in the Subordinated Notes (as described below under "*– Sale, Redemption, or Other Disposition*"), and then as a disposition of a portion of the Subordinated Notes. In addition, a U.S. Holder will recognise exchange gain or loss with respect to amounts previously taxed pursuant to the QEF election (or pursuant to the CFC rules, if applicable) equal to the difference, if any, between the U.S. dollar value of the distribution on the date received and the U.S. dollar value of the previously taxed amount. Any exchange gain or loss will generally be treated as ordinary income or loss.

If a U.S. Holder has not made a timely QEF election with respect to the Issuer then, except to the extent that distributions are attributable to amounts previously taxed pursuant to the CFC rules, some or all of any distributions with respect to the Subordinated Notes may constitute Excess Distributions, taxable as described above under the heading "*– Investment in a Passive Foreign Investment Company*." Distributions that do not constitute Excess Distributions will be taxable to U.S. Holders as ordinary income upon receipt to the extent of untaxed current and accumulated earnings and profits of the Issuer. Distributions that do not constitute Excess Distributions and are in excess of untaxed current and accumulated earnings and profits of the Issuer will be treated first as a nontaxable return of capital, to the extent of a U.S. Holder's adjusted tax basis in the Subordinated Notes, and then as a disposition of a portion of the Subordinated Notes and subject to an additional tax reflecting a deemed interest charge, as described below under "*– Sale, Redemption, or Other Disposition*".

Distributions on the Subordinated Notes will not be eligible for the dividends received deduction, and will not qualify as "qualified dividend income."

Sale, Redemption, or Other Disposition. In general, a U.S. Holder of Subordinated Notes will recognise gain or loss upon the sale, redemption, or other disposition of the Subordinated Notes (including a distribution that is treated as a disposition of the Subordinated Notes, as described above under "*– Distributions*") equal to the difference between the U.S. dollar value of the amount realised and the U.S. Holder's adjusted tax basis in the Subordinated Notes. The U.S. dollar value of the amount realised generally is based on the euro-to-U.S. dollar spot exchange rate on the date of the disposition. However, if the Subordinated Notes are treated under applicable Treasury regulations as stock or securities traded on an established securities market and the U.S. Holder uses the cash method of accounting, then the U.S. dollar value of the amount realised is based instead on the euro-to-U.S. dollar spot exchange rate on the settlement date for the disposition. U.S. Holders that use the accrual method of accounting also may elect to use the settlement date valuation, provided that they apply it consistently from year to year.

A U.S. Holder's tax basis in its Subordinated Notes initially will equal the U.S. dollar value of the amount paid by the U.S. Holder for the Subordinated Notes, determined under rules analogous to the rules for determining the U.S. dollar value of the amount realised. The U.S. Holder's tax basis in the Subordinated Notes will be increased by amounts taxable to the U.S. Holder by reason of any QEF election, or by reason of the CFC rules, as applicable, and decreased by the U.S. dollar value of actual distributions by

the Issuer that are deemed to consist of such previously taxed amounts or are treated as a nontaxable return of capital, as described above under "– *Distributions*".

If the U.S. Holder has made a timely QEF election with respect to the Issuer, then, except to the extent that the Issuer is treated as a CFC and the U.S. Holder is treated as a 10.0 per cent. United States shareholder of the Issuer, gain or loss upon the sale, redemption, or other disposition of the Subordinated Notes generally will be treated as foreign currency exchange gain or loss, and taxable as ordinary income or loss, to the extent of the positive or negative change in the U.S. dollar value of any amounts previously taxed pursuant to the QEF election from the date of each deemed distribution pursuant to the election (based on the average euro-to-U.S. dollar exchange rate for the applicable taxable year) to the date of the disposition. Any gain or loss in excess of foreign currency exchange gain or loss will be capital gain or loss, and generally will be long-term capital gain or loss if the U.S. Holder has held the Subordinated Notes for more than one year at the time of the disposition. In certain circumstances, U.S. Holders who are individuals may be entitled to preferential tax rates for net long-term capital gains; however, the ability of U.S. Holders to offset capital losses against ordinary income is limited.

If a U.S. Holder does not make a timely QEF election with respect to the Issuer as described above and is not subject to the CFC rules, any gain realised on the sale, redemption, or other disposition of a Subordinated Note (or any gain deemed to accrue prior to the time a non-timely QEF election is made) will be taxed as ordinary income and subject to an additional tax reflecting a deemed interest charge under the special tax rules described above. See "– *Investment in a Passive Foreign Investment Company*."

If the Issuer is treated as a CFC and a U.S. Holder is treated as a 10.0 per cent. United States shareholder of the Issuer, then any gain or loss realised by the U.S. Holder upon a sale, redemption, or other disposition of the Subordinated Notes, other than gain or loss subject to the PFIC rules, if applicable, generally will be treated as foreign currency exchange gain or loss, and taxable as ordinary income or loss, to the extent of the positive or negative change in the U.S. dollar value of any amounts previously taxed pursuant to the CFC rules from the date of each deemed distribution pursuant to the CFC rules (based on the average euro-to-U.S. dollar exchange rate for the applicable taxable year) to the date of the disposition. Any gain in excess of foreign currency exchange gain will be treated as ordinary income to the extent of the U.S. dollar value of the U.S. Holder's pro rata share of the Issuer's previously untaxed earnings and profits.

In addition, as described above under "– *Indirect Interests in PFICs and CFCs,*" the U.S. dollar value of any gain attributable to interests in PFICs or CFCs owned by the Issuer may be treated as ordinary income to a U.S. Holder upon the sale, redemption, or other disposition of the U.S. Holder's Subordinated Notes.

If the Issuer is treated as a CFC, in certain cases, a corporate U.S. Holder that is a 10.0 per cent. United States shareholder of the Issuer may be eligible for a dividends received deduction to the extent any gain recognised on the disposition of a Subordinated Note is treated as ordinary income, or to the extent that such 10.0 per cent. United States shareholder receives a distribution that is treated as a dividend in the year in which it disposes of a Subordinated Note, in each case, for U.S. federal income tax purposes. Such U.S. Holders should consult their tax advisors regarding the availability of any dividends received deduction and the impact of such dividends received deduction on any such U.S. Holder's adjusted tax basis in its Subordinated Notes.

Receipt of Euro. U.S. Holders will have a tax basis in any euro received in respect of the Subordinated Notes on a sale, redemption, or other disposition of the Subordinated Notes equal to the U.S. dollar value of the euro on that date. Any gain or loss recognised on a sale, exchange, or other disposition of those euro generally will be ordinary income or loss. A U.S. Holder that converts the euro into U.S. dollars on the date of receipt generally should not recognise ordinary income or loss in respect of the conversion.

*Transfer and Information Reporting Requirement*s. A U.S. Holder that purchases the Subordinated Notes will be required to file an IRS Form 926 with the IRS if (i) such person is treated as owning, directly or by attribution, immediately after the U.S. Holder's purchase of Notes, at least 10.0 per cent. by vote or value of the Issuer or (ii) the amount of cash transferred by such person (or any related person) to the Issuer during the 12-month period ending on the date of such transfer exceeds $100,000.

A U.S. Holder that is treated as owning (actually or constructively) at least 10.0 per cent. by vote or value of the equity of the Issuer for U.S. federal income tax purposes will be required to file an information return on IRS Form 5471 and, possibly, IRS Form 8992, and may be required to provide additional information regarding the Issuer annually on IRS Form 5471 if it is treated as owning (actually or constructively) more than 50.0 per cent. by vote or value of the equity of the Issuer for U.S. federal income tax purposes.

In addition, U.S. Holders of Subordinated Notes generally will be required to file an annual PFIC report.

U.S. Holders that fail to comply with these reporting requirements may be subject to adverse tax consequences, including a "tolling" of the statute of limitations with respect to their U.S. tax returns. U.S. Holders should consult their tax advisors with respect to these or any other reporting requirements that may apply with respect to their acquisition or ownership of the Subordinated Notes.

Specified Foreign Financial Asset Reporting

Certain U.S. Holders may be subject to reporting obligations with respect to their Notes if they do not hold their Notes in an account maintained by a financial institution and the aggregate value of their Notes and certain other "specified foreign financial assets" (applying certain attribution rules) exceeds $50,000 on the last day of the tax year or exceeds $75,000 at any time during the tax year. Significant penalties can apply if a U.S. Holder is required to disclose its Notes and fails to do so.

FBAR Reporting

A U.S. Holder of Subordinated Notes (or any Class of Rated Notes that is treated as equity in the Issuer for U.S. federal income tax purposes) may be required to file FinCEN Form 114 with respect to foreign financial accounts in which the Issuer has a financial interest if the U.S. Holder holds more than 50.0 per cent. of the aggregate Principal Amount Outstanding of such Notes or is otherwise treated as owning more than 50.0 per cent. of the total value or voting power of the Issuer's Outstanding equity.

Reportable Transactions

A participant in a "reportable transaction" is required to disclose its participation in such a transaction on IRS Form 8886. Any foreign currency exchange loss in excess of $50,000 recognised by a U.S. Holder may be subject to this disclosure requirement. Failure to comply with this disclosure requirement can result in substantial penalties. U.S. Holders should consult their advisors with respect to the requirement to disclose reportable transactions.

U.S. Federal Tax Treatment of Non-U.S. Holders of Notes

In general, payments on the Notes to a Non-U.S. Holder that provides appropriate tax certifications to the Issuer and gain realised on the sale, exchange or retirement of the Notes by the Non-U.S. Holder will not be subject to U.S. federal income or withholding tax unless (i) such income is effectively connected with a trade or business conducted by such Non-U.S. Holder within the United States, or (ii) in the case of gain, such Non-U.S. Holder is a nonresident alien individual who holds the Notes as a capital asset and

is present in the United States for more than 182 days in the taxable year of the sale and certain other conditions are satisfied.

Information Reporting and Backup Withholding

Under certain circumstances, the Code requires "information reporting" annually to the IRS and to each holder, and "backup withholding", with respect to certain payments made on or with respect to the Notes. Backup withholding will apply to a U.S. Holder only if the U.S. Holder (i) fails to furnish its Taxpayer Identification Number ("**TIN**") which, for an individual, would be his or her Social Security Number, (ii) furnishes an incorrect TIN, (iii) is notified by the IRS that it has failed to properly report payments of interest and dividends, or (iv) under certain circumstances, fails to certify, under penalties of perjury, that it has furnished a correct TIN and has not been notified by the IRS that it is subject to backup withholding for failure to report interest and dividend payments. The exemption generally is available to U.S. Holders that provide a properly completed IRS Form W-9.

A Non-U.S. Holder that provides an applicable IRS Form W-8, together with all appropriate attachments, signed under penalties of perjury, identifying the Non-U.S. Holder and stating that the Non-U.S. Holder is not a United States person, will not be subject to IRS information reporting requirements and U.S. backup withholding.

Information reporting and backup withholding may apply to the proceeds of a sale of Notes made within the United States or conducted through certain U.S. related financial intermediaries, unless the payor receives the statement described above or the Non-U.S. Holder otherwise establishes an exemption.

Backup withholding is not an additional tax and may be refunded (or credited against the holder's U.S. federal income tax liability, if any), provided that certain required information is furnished. The information reporting requirements may apply regardless of whether withholding is required. Copies of the information returns also may be made available to the tax authorities in the country in which a Non-U.S. Holder is a resident under the provisions of an applicable income tax treaty or agreement.

FATCA

Under FATCA, the Issuer may be subject to a 30.0 per cent. withholding tax on certain income. Additionally, under existing Treasury regulations, FATCA withholding on gross proceeds from the sale or other disposition of U.S. Collateral Debt Obligations was to take effect on January 1, 2019; however, proposed Treasury regulations, which may be currently relied upon by taxpayers, would eliminate FATCA withholding on such types of payments. Under an intergovernmental agreement entered into between the United States and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with Irish implementing regulations that will require the Issuer to provide the name, address, and taxpayer identification number of, and certain other information with respect to, certain holders of Notes to taxing authorities in Ireland, which would then provide this information to the IRS. The Issuer expects to comply with FATCA, the intergovernmental agreement and the implementing regulations; however, in some caes, the ability to comply could depend on factors outside of the Issuer's control. Moreover, the intergovernmental agreement could be amended to require the Issuer to withhold on "passthru" payments to holders that fail to provide certain information or documentation to the Issuer or are certain "foreign financial institutions" that do not comply with FATCA. 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. Under a grandfathering rule, however, no such withholding under FATCA will be required on payments made in respect of Notes that are properly treated as indebtedness for U.S. federal income tax purposes, unless such Notes are materially modified on or after the date that is six months after the date of publication of final Treasury regulations defining the term "foreign passthru payment".

If a Noteholder fails to provide the Issuer or its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to comply with FATCA and to prevent the imposition of tax under FATCA on payments to or for the benefit of the Issuer, or if the Noteholder's ownership of any Notes would otherwise cause the Issuer to be subject to tax under FATCA, the Issuer is authorised to withhold amounts otherwise distributable to the Noteholder, to compel the Noteholder to sell its Notes (other than the Retention Notes), and, if the Noteholder does not sell its Notes (other than the Retention Notes) within ten (10) Business Days after notice from the Issuer or any agent, the Issuer will have the right to sell the Noteholder's Notes (other than the Retention Notes) on behalf of the Noteholder.

Future Legislation and Regulatory Changes Affecting Noteholders

Future legislation, regulations, rulings or other authority could affect the U.S. federal income tax treatment of the Issuer and Noteholders. The Issuer cannot predict whether and to what extent any such legislative or administrative changes could change the tax consequences to the Issuer and to the Noteholders. Prospective Noteholders should consult their tax advisors regarding possible legislative and administrative changes and their effect on the U.S. federal tax treatment of the Issuer and their investment in the Notes.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR NOTEHOLDER. EACH PROSPECTIVE NOTEHOLDER IS STRONGLY URGED TO CONSULT ITS OWN TAX ADVISER ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE NOTEHOLDER'S OWN CIRCUMSTANCES.

CERTAIN ERISA AND RELATED CONSIDERATIONS

ERISA imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) that is subject to the fiduciary responsibility provisions of Title I of ERISA, including entities (such as collective investment funds, insurance company separate accounts and some insurance company general accounts) the underlying assets of which 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 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.

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 which are subject to Section 4975 of the Code, such as individual retirement accounts and Keogh plans, and entities the underlying assets of which include the assets of such plans (together with ERISA Plans, "**Plans**") and certain persons (referred to as "parties in interest" under ERISA or "disqualified persons" under the Code (collectively, "**Parties in Interest**")) having certain relationships to such Plans, unless a statutory or administrative exception or exemption is applicable to the transaction. A Party in Interest who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and Section 4975 of the Code and the transaction may have to be rescinded at significant cost to the Issuer.

Governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and non-U.S. plans (as described in Section 4(b)(4) of ERISA), while not subject to the fiduciary responsibility provisions of Title of ERISA or the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code, may nevertheless be 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 and/or Section 4975 of the Code, and may be subject to the prohibited transaction rules of Section 503 of the Code.

Under ERISA and a regulation issued by the United States Department of Labor (29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA, 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 of 1940, the Plan's assets are deemed to include both the equity interest and an undivided interest in each of the entity's underlying assets, unless it is established (a) that the entity is an "operating company" as that term is defined in the Plan Asset Regulation, or (b) that less than 25.0 per cent. of the total value of each class of equity interest in the entity, disregarding the value of any equity interests held by persons (other than Benefit Plan Investors) with discretionary authority or control over the assets of the entity or who provide investment advice for a fee (direct or indirect) with respect to such assets (such as the Investment Manager), and their respective Affiliates (each a "**Controlling Person**"), is held by Benefit Plan Investors (the "**25.0 per cent. Limitation**"). A "Benefit Plan Investor" means (1) an "employee benefit plan" (as defined in section 3(3) of ERISA), subject to the provisions of part 4 of Subtitle B of Title I of ERISA, (2) a "plan" (as defined in Section 4975(e)(1) of the Code) to which Section 4975 of the Code applies, or (3) any entity whose underlying assets include "plan assets" by reason of such an employee benefit plan's or plan's investment in such entity.

If the underlying assets of the Issuer are deemed to be Plan assets, the obligations and other responsibilities of Plan sponsors, Plan fiduciaries and Plan administrators, and of Parties in Interest, under

Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code, as applicable, may be expanded, and there may be an increase in their liability under these and other provisions of ERISA and Section 4975 of the Code. In addition, various providers of fiduciary or other services to the Issuer, and any other parties with authority or control or who provide advice 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 there could be an improper delegation of authority to such providers).

The Plan Asset Regulation defines an "equity interest" as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and that has no substantial equity features. Although it is not free from doubt, the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes offered hereby will be treated by the Issuer as indebtedness with no substantial equity features for purposes of ERISA. The treatment of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes as not being equity interests in the Issuer could, however, be affected, subsequent to their issuance, by certain changes in the structure or financial condition of the Issuer. However, the characteristics of the Class E Notes, the Class F Notes and the Subordinated Notes for purposes of the Plan Asset Regulation are less certain. The Class E Notes and the Class F Notes may and the Subordinated Notes will likely be considered "equity interests" for purposes of the Plan Asset Regulation. Accordingly, the Issuer intends to limit investments by Benefit Plan Investors in such Class E Notes, Class F Notes and Subordinated Notes. In reliance on representations made by investors in the Class E Notes, Class F Notes and Subordinated Notes, the Issuer intends to limit investment by Benefit Plan Investors in Class E Notes, Class F Notes and Subordinated Notes to less than 25.0 per cent. of the total value of each of the Class E Notes, Class F Notes and Subordinated Notes (determined separately by class) at all times (excluding for purposes of such calculation Class E Notes, Class F Notes and Subordinated Notes held by Controlling Persons). Each prospective purchaser (including a transferee) of a Class E Note, Class F Note or Subordinated Note will be required to or deemed to make certain representations regarding its status as a Benefit Plan Investor or Controlling Person and other ERISA matters as described under "*Transfer Restrictions*" below. No Class E Note, Class F Note or Subordinated Note will be sold or transferred to purchasers that have represented that they are Benefit Plan Investors or Controlling Persons to the extent that such sale may result in Benefit Plan Investors owning 25.0 per cent. or more of the total value of the Class E Notes, Class F Notes or Subordinated Notes (determined separately by class in accordance with Section 3(42) of ERISA, the Plan Asset Regulation and the Trust Deed). Except as otherwise provided by the Plan Asset Regulation, each Class E Note, Class F Note and Subordinated Note held by 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 25.0 per cent. Limitation.

Even if the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes would not be treated as equity interests in the Issuer for purposes of ERISA, it is possible that an investment in such Notes by a Benefit Plan Investor (or with the use of the assets of a Benefit Plan Investor) could be treated as a prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code. Such a prohibited transaction, however, may be subject to a statutory or administrative exemption. Even if an exemption were to apply, such exemption may not, however, apply to all of the transactions that could be deemed prohibited transactions in connection with an investment in the Notes by a Benefit Plan Investor.

Each of the Issuer, the Arranger, the Initial Purchaser, the Investment Manager, or their respective Affiliates may be the sponsor of, or investment adviser with respect to, one or more Plans. Because such parties may receive certain benefits in connection with the sale of the Notes to such Plans, whether or not the Notes are treated as equity interests in the Issuer, the purchase of such Notes using the assets of a Plan over which any of such parties has investment authority might be deemed to be a violation of the prohibited transaction rules of Section 406 of ERISA and/or Section 4975 of the Code for which no

exemption may be available. Accordingly, the Notes may not be acquired using the assets of any Plan if any of the Issuer, the Arranger, the Initial Purchaser, the Investment Manager or their respective affiliates has investment authority with respect to such assets (except to the extent (if any) that a favourable statutory or administrative exemption or exception applies or the transaction is not otherwise prohibited).

It should be noted that an insurance company's general account may be deemed to include assets of Plans under certain circumstances, e.g., where a Plan purchases an annuity contract issued by such an insurance company, based on the reasoning of the United States Supreme Court in *John Hancock Mutual Life Ins. Co. v Harris Trust and Savings Bank*, 510 U.S. 86 (1993). An insurance company considering the purchase of Notes with assets of its general account should consider such purchase and the insurance company's ability to make the representations described above in light of *John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank*, Section 401(c) of ERISA and a regulation promulgated by the U.S. Department of Labor under that section of ERISA, 29 C.F.R. Section 2550.401c-1.

Each purchaser and transferee of a Class X Note, Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note will be required or deemed to have represented, warranted and agreed that (i) either (A) it is not, and is not acting on behalf of (and for so long as it holds any 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 federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code ("**Other Plan Law**"), 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 Other Plan Law, and (ii) it will not sell or transfer such Note (or interest therein) to a transferee acquiring such Note (or interest therein) unless the transferee makes the foregoing representations, warranties and agreements described in clause (i) hereof.

Each purchaser and each transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Regulation S Global Certificate or a Rule 144A Global Certificate (or any interest therein) will be deemed to represent, warrant and agree that: (i) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person, unless it receives the written consent of the Issuer, and provides an ERISA certificate (in or substantially in the form of Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed) to the Issuer and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person; (ii)(A) if it is, or is acting on behalf of, a Benefit Plan Investor (to the extent permitted under (i) above), 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, and (B) if it is a governmental, church, non-U.S. or other plan, (1) it is not, and for so long as it holds such Note or 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 any interest therein) by virtue of its interest and thereby subject the Issuer or the Investment Manager (or other persons responsible for the investment and operation of the Issuer's assets) to Other Plan Law ("**Similar Law**"), and (2) its acquisition, holding and disposition of such Note will not constitute or result in a violation of any Other Plan Law; and (iii) it will agree to certain transfer restrictions regarding its interest in such Note.

Other than on the Issue Date, each purchaser and transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Regulation S Global Certificate or a Rule 144A Global Certificate will be deemed to represent, warrant and agree that: (i) it is not, and is not acting on behalf of (and for

so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person, unless it receives the written consent of the Issuer and provides an ERISA certificate (in or substantially in the form of Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed) to the Issuer and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person and, other than with respect to the Retention Notes, hold such Class E Note, Class F Note or Subordinated Note, as applicable, in the form of a Definitive Certificate; (ii)(A) if it is, or is acting on behalf of, a Benefit Plan Investor (to the extent permitted under (i) above), its acquisition, holding and disposition of such Note or 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, (1) it is not, and for so long as it holds such Note or interest therein will not be, subject to any Similar Law and (2) its acquisition, holding and disposition of such Note (or any interest therein) will not constitute or result in a violation of any Other Plan Law; and (iii) it will agree to certain transfer restrictions regarding its interest in such Note. Any purported transfer of the Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in this paragraph shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Class E Notes, Class F Notes or Subordinated Notes (or any interest therein) to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

Each purchaser or transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate (or any interest therein) will be required to: (i) represent and warrant in writing to the Issuer (A) whether or not, for so long as it holds such Note or interest herein, it is, or is acting on behalf of, a Benefit Plan Investor, (B) whether or not, for so long as it holds such Note or interest therein, it is, or is acting on behalf of, a Controlling Person and (C) that (1) if it is, or is acting on behalf of, a Benefit Plan Investor, 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 and (2) 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 interest therein will not be, subject to any Similar Law, and (y) its acquisition, holding and disposition of such Note (or any interest therein) will not constitute or result in a violation of any Other Plan Law; (ii) agree to certain transfer restrictions regarding its interest in such Note; and (iii) provide a completed ERISA certificate (in or substantially in the form set out at Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed) to the Issuer and a Transfer Agent. Any purported transfer of the Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in this paragraph shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Class E Notes, Class F Notes or Subordinated Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

No purchase or transfer of an interest in Class E Notes, Class F Notes or Subordinated Notes will be permitted or recognised if it would cause the 25.0 per cent. Limitation described above to be exceeded with respect to the Class E Notes, Class F Notes or Subordinated Notes (determined separately by class).

If the purchaser or transferee of any Note or any interest therein is, or is acting on behalf of, a Benefit Plan Investor, it will be deemed to represent, warrant and agree that (i) none of the Transaction Parties has provided any investment recommendation or investment advice within the meaning of Section 3(21) of ERISA to it or to any Plan Fiduciary in connection with its decision to invest in the Note, and they are not otherwise acting 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 Note; and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Note.

Any Plan fiduciary considering whether to acquire a Note (or any interest therein) on behalf of a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code should consult with its

counsel regarding the potential consequences of such investment, the applicability of the fiduciary responsibility provisions of Title I of ERISA and prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code and/or provisions of Similar Law or Other Plan Law, and the scope of any available exemption relating to such investment.

The sale of Notes to a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code is in no respect a representation or warranty by the Issuer, or any other person that this investment meets all relevant legal requirements with respect to investments by Plans or such other plans generally or any particular plan, that any prohibited transaction exemption would apply to the acquisition, holding, or disposition of this investment by such plans in general or any particular plan, or that this investment is appropriate for such plans generally or any particular plan.

PLAN OF DISTRIBUTION

The following description consists of a summary of certain provisions of the Subscription Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement. Capitalised terms used in this section and not otherwise defined herein or in this Offering Circular shall have the meaning given to them in Condition 1 (Definitions) of the Conditions.

NATIXIS (in its capacity as Initial Purchaser, the "**Initial Purchaser**") has agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for each Class of the Notes pursuant to the Subscription Agreement. The Subscription Agreement entitles the Initial Purchaser to terminate it in certain circumstances prior to payment being made to the Issuer.

The Retention Holder has agreed with the Initial Purchaser, subject to satisfaction of certain conditions, to purchase the Retention Notes from the Initial Purchaser at their respective issue prices set out in the Retention Note Purchase Agreement.

The Initial Purchaser may offer the Notes at prices as may be privately negotiated at the time of sale which may vary among different purchasers and may be different from the issue price of the Notes.

It is a condition of the issue of the Notes of each Class that the Notes of each Class be issued in the following principal amounts: Class X Notes: €2,000,000, Class A Notes: €217,000,000, Class B Notes: €35,000,000, Class C Notes: €21,000,000, Class D Notes: €26,250,000, Class E Notes: €14,000,000, Class F Notes: €14,000,000 and Subordinated Notes: €23,700,000.

The Issuer has agreed to indemnify the Initial Purchaser, the Investment Manager, the Collateral Administrator, the Trustee and certain other participants against certain liabilities or to contribute to payments they may be required to make in respect thereof.

Certain of the Collateral Debt Obligations may have been originally underwritten or placed by the Initial Purchaser or its Affiliates. In addition, the Initial Purchaser or its Affiliates may have in the past performed and may in the future perform investment banking services or other services for issuers of the Collateral Debt Obligations. In addition, the Initial Purchaser and its Affiliates may from time to time as a principal or through one or more investment funds that it or they manage, make investments in the equity securities of one or more of the issuers of the Collateral Debt Obligations, with a result that one or more of such issuers may be or may become controlled by the Initial Purchaser or its Affiliates.

In addition, in the ordinary course of their business activities, the Initial Purchaser and its Affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments (including the Notes) of the Issuer. The Initial Purchaser and its Affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

No action has been or will be taken by the Issuer, the Arranger, the Initial Purchaser, the Investment Manager or the Retention Holder that would permit a public offering of the Notes or possession or distribution of this Offering Circular or any other offering material in relation to the Notes in any jurisdiction where action for the purpose is required other than the application for the approval of the Offering Circular to and by Euronext Dublin. No offers, sales or deliveries of any Notes, or distribution of this Offering Circular or any other offering material relating to the Notes, may be made in or from any jurisdiction, except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Initial Purchaser.

United States of America – General

The Notes have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. Persons or to U.S. Residents except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and in the manner so as not to require the registration of the Issuer as an "investment company" pursuant to the Investment Company Act.

The Issuer has been advised that the Initial Purchaser proposes to resell the Notes (a) outside the United States to non-U.S. Persons in offshore transactions in reliance on Regulation S and in accordance with applicable law and (b) in the United States (directly or through its U.S. broker dealer Affiliate) in reliance on Rule 144A only to or for the accounts of QIBs that are also QPs. The Initial Purchaser and/or its Affiliates may retain a certain proportion of the Notes in their portfolios with an intention to hold to maturity or to trade. The holding or any sale of the Notes by these parties may adversely affect the liquidity of the Notes and may also affect the prices of the Notes in the primary or secondary market.

Each Class of Notes in the form of Regulation S Notes will be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

The Rule 144A Notes of each Class (other than the Class X Notes) will be issued in minimum denominations of €250,000 each and the Rule 144A Notes of the Class X Notes will be issued in minimum denominations of €100,000 each and, in each case, integral multiples of €1,000 in excess thereof.

Any offer or sale of Rule 144A Notes in reliance on Rule 144A will be made by broker dealers who are registered as such under the Exchange Act. After the Notes are released for sale, the offering price and other selling terms may from time to time be varied by the Initial Purchaser.

The Initial Purchaser has acknowledged and agreed that it will not offer, sell or deliver any Regulation S Notes to, or for the account or benefit of, any U.S. Person or U.S. Resident as part of their distribution at any time.

This Offering Circular has been prepared by the Issuer for use in connection with the offer and sale of the Notes and for the listing of the Notes of each Class on the Global Exchange Market of Euronext Dublin. The Issuer and the Initial Purchaser reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than the principal amount of Notes which may be offered. This Offering Circular does not constitute an offer to any person within the United States or to any U.S. Person. Distribution of this Offering Circular to any such person, other than in accordance with the procedures described above, is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer and the Initial Purchaser, is prohibited.

General

The Initial Purchaser has also agreed to comply with the following selling restrictions with respect to each Class of Notes:

(a) ***Prohibition of Sales to UK Retail Investors***: The Initial Purchaser has represented and agreed that:

(i) it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any UK Retail Investor in the UK. For the purposes of this provision:

(A) the expression "**UK Retail Investor**" means a person who is one (or more) of the following:

(1) a retail client as defined in point (8) of Article 2 of Regulation (EU) 2017/565 as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 (as amended, 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);

(2) 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, 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

(3) not a qualified investor as defined in Article 2 of Regulation (EU) 2017/1129 as it forms part of UK domestic law by virtue of the EUWA, 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); and

(B) 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 to be offered so as to enable an investor to decide to purchase or subscribe for the Notes;

(ii) 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 Issuer; and

(iii) 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.

(b) ***Prohibition of Sales to EEA Retail Investors***: The Initial Purchaser has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any EEA Retail Investor in the European Economic Area. For the purposes of this provision:

(i) the expression "**EEA Retail Investor**" means a person who is one (or more) of the following:

(A) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(B) a customer within the meaning of Directive (EU) 2016/97 (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or

(C) not a "qualified investor" within the meaning of Article 2 of Regulation (EU) 2017/1129 (as amended, the "**EU Prospectus Regulation**"); and

(ii) 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 to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

(c) ***Australia***: Neither this Offering Circular nor any other prospectus or other disclosure document in relation to the Notes has been lodged with, or registered by, the Australian Securities and Investments Commission ("**ASIC**") or ASX Limited ABN 98 008 624 691.

The Initial Purchaser has represented, warranted and agreed that no distribution or publication of this Offering Circular or any other offering material or advertisement relating to the Notes in Australia, its territories or possessions ("**Australia**") has been made or will be made by it, and no offer for the issue or sale of Notes, or invitations for applications for the issue, sale or purchase of Notes, has been made or will be made, directly or indirectly by it, in Australia (regardless of where any resulting issue, sale, transfer or purchase occurs), unless:

(i) the minimum aggregate consideration payable by each offeree is at least A$500,000 (or its equivalent in another currency) (disregarding moneys lent by the offeror or its associates as determined for the purposes of the Corporations Act 2001 (Cth)) or the offer or invitation otherwise does not require disclosure to investors in accordance with Part 6D.2 or Part 7.9 (as applicable) of the Corporations Act;

(ii) the offer or invitation is not made to a person who is a "retail client" within the meaning of section 761G of the Corporations Act;

(iii) the offer or invitation and all conduct in connection with it complies with all applicable Australian laws, regulations and directives; and

(iv) the offer or invitation does not require any document to be lodged with ASIC or any other regulatory authority.

(d) ***Austria***: No prospectus has been or will be approved and/or published pursuant to the Austrian Capital Markets Act (*Kapitalmarktgesetz* – KMG) (the "**KMG**") as amended. Neither this Offering Circular nor any other document connected therewith constitutes a prospectus according to the KMG and neither this Offering Circular nor any other document connected therewith may be distributed, passed on or disclosed to any other person in Austria, save as specifically agreed with the Initial Purchaser. No document pursuant to the EU Prospectus Regulation has been or will be drawn up and approved in Austria and no document pursuant to the EU Prospectus Regulation has been or will be passported into Austria as the Notes will be offered in Austria in reliance an on exemption from the document publication requirement under the KMG. The Initial Purchaser have represented and agreed that it will offer the Notes in Austria only in compliance with the provisions of the KMG, and Notes will therefore not be publicly offered or (re)sold in Austria without a document being published or an applicable exemption from such requirement being relied upon.

(e) ***Belgium***: The offering of Notes has not been and will not be notified to the Belgian Financial Services and Markets Authority (*autoriteit voor financiële diensten en markten/autorité des services et marchés financiers)* nor has this Offering Circular been, nor will it be, approved by the Belgian Financial Services and Markets Authority. The Notes may not be distributed in Belgium by way of an offer of the Notes to the public, as defined in Article 3, §1 of the Act of 16 June 2006 relating to public offers of investment instruments, as amended or replaced from time to time and taking into account the provisions of EU Prospectus Regulation (as may be amended or superseded from time to time) that are sufficiently clear, precise and unconditional to be capable of vertical direct effect, save in those circumstances (commonly called 'private placement') set out in Article 3 §2 of the Act of 16 June 2006 relating to public offers of investment instruments, as amended or replaced from time to time and taking into account the

provisions of EU Prospectus Regulation (as may be amended or superseded from time to time) that are sufficiently clear, precise and unconditional to be capable of vertical direct effect. This document will be distributed in Belgium only to such investors for their personal use and exclusively for the purposes of this offering of Notes. The Initial Purchaser has represented and agreed that it will not:

(i) offer for sale, sell or market the Notes in Belgium otherwise than in conformity with the Act of 16 June 2006, as amended or replaced from time to time and taking into account the provisions of EU Prospectus Regulation (as may be amended or superseded from time to time) that are sufficiently clear, precise and unconditional to be capable of vertical direct effect; and

(ii) offer for sale, sell or market the Notes to any person qualifying as a consumer within the meaning of Article I.1 of the Code of Economic Law, as modified or replaced from time to time, otherwise than in conformity with such code and its implementing regulations.

(f) ***Cyprus***: This document does not constitute an offer or solicitation to the public in Cyprus or to anyone in Cyprus other than a firm offering investment services, an insurance company or an undertaking for collective investment in transferable securities. This document does not constitute an offer or solicitation to any person to whom it is unlawful to make such an offer or solicitation.

(g) ***Denmark***: The Initial Purchaser has represented and agreed that it has not offered, delivered or sold and will not offer, deliver or sell, directly or indirectly, any of the Notes to the public in Denmark unless in accordance with the Danish Capital Markets Act (in Danish: *Kapitalmarkedsloven*), as amended or replaced from time to time, and the Danish executive orders issued thereunder. For the purposes of this provision, an offer of the Notes in Denmark means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes.

(h) ***Finland***: This Offering Circular has not been reviewed or approved by or notified to the Finnish Financial Supervisory Authority (in Finnish: *Finanssivalvonta*). No action has been or will be taken to authorise the offering of the Notes to the public in Finland. Therefore, this Offering Circular shall not be distributed or made available to the public in Finland. This Offering Circular is strictly for private use by its holder and may not be passed on to third parties in Finland. The Initial Purchaser has represented and agreed that this Offering Circular shall only be furnished or transferred by it, and any marketing, advertising, offer, sale or solicitation relating to the Notes shall only be made by it, in reliance on the exemptions applicable to offerings that do not require a prospectus to be published in Finland as provided in the Finnish Securities Markets Act (in Finnish: arvopaperimarkkinalaki, 746/2012, as amended), the EU Prospectus Regulation and other applicable regulations. The Initial Purchaser has also represented and agreed that the Notes will be offered in Finland by it exclusively to investors qualifying as "qualified investors" (in Finnish: kokenut sijoittaja) as defined in the EU Prospectus Regulation or otherwise in compliance with the selling restrictions included in paragraph (b) (*Prohibition of Sales to EEA Retail Investors*) above and only in circumstances which would not constitute an offer to the public in Finland.

(i) ***France***: Neither this Offering Circular nor any other offering material relating to the Notes has been submitted to the clearance procedures of the Autorité des marchés financiers ("**AMF**") or to the competent authority of another member state of the European Economic Area and subsequently notified to the AMF. The Initial Purchaser has represented that it has not offered or sold and will not offer or sell, directly or indirectly, Notes to the public in France, and has not distributed or caused to be distributed and will not distribute or cause to be distributed to the public in France, this Offering Circular, or any other offering material relating to the Notes and

that such offers, sales and distributions have been and will be made by it in France only to (a) providers of investment services relating to portfolio management for the account of third parties *(personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), and/or (b) qualified investors (*investisseurs qualifiés*) acting for their own account, other than individuals, all as defined in, and in accordance with, articles L.411-1, L.411-2 and D.411-1 of the French *Code monétaire et financier*, as amended from time to time, and any other applicable French law or regulation.

(j) ***Germany***: The Notes will not be registered for public distribution in Germany. This Offering Circular does not constitute a sales document pursuant to the German Capital Investment Act (Vermögensanlagengesetz). Accordingly, the Initial Purchaser has represented and agreed that no offer of the Notes will be made to the public in Germany. This Offering Circular and any other document relating to the Notes, as well as information or statements contained therein, will not be supplied to the public in Germany or used in connection with any offer for subscription of the Notes to the public in Germany or any other means of public marketing.

(k) ***Greece***: The Initial Purchaser has represented and agreed that it has not publicly offered or sold and will not publicly offer or sell any Notes, in, or to persons in, the Hellenic Republic, or engage in advertisements, notices, statements or other actions in the Hellenic Republic, with a view to attracting resident investors in the Hellenic Republic to acquire any Notes. All relevant provisions of the EU Prospectus Regulation, as currently applicable and Greek law 4706/2020, to the extent applicable, must be complied with in respect of anything done with regard to the public offering of the Notes in, from or otherwise involving the Hellenic Republic.

(l) ***Ireland***: The Initial Purchaser has represented and agreed that:

(i) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the issue of any Notes, otherwise than in conformity with the provisions of the European Union (Markets in Financial Instruments) Regulations 2017 (S.I. No. 375 of 2017)(as amended) and any codes of conduct issued in connection therewith and any codes and rules of conduct, conditions, requirements and any other enactment, imposed or approved by the Central Bank of Ireland (the "**Central Bank**");

(ii) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the issue of any Notes, otherwise than in conformity with the provisions of the Central Bank Acts 1942 to 2018 (as amended) including any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989 (as amended);

(iii) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the issue of any Notes in Ireland otherwise than in conformity with the provisions of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 (the EU Prospectus Regulation), any applicable supporting law, rule delegated or implementing act relating thereto, the European Union (Prospectus) Regulations 2019 (S.I. No. 380 of 2019), the EU Prospectus Regulation 2017/1129 and any rules issued under Section 1363 of the Companies Act 2014 (as amended) (the "**Companies Act 2014**") by the Central Bank;

(iv) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the issue of any Notes, otherwise than in compliance with the provisions of (A) the Market Abuse Regulation (Regulation EU 596/2014); (B) the Market Abuse Directive on criminal sanctions for market abuse (Directive 2014/57/EU); (C) the European Union (Market Abuse) Regulations 2016 (S.I. No. 349 of 2016) (as amended); and (D) any rules issued by the Central Bank pursuant thereto and/or under Section 1370 of the Companies Act 2014; and

(v) it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the issue of any Notes otherwise than in compliance with provisions of the Companies Act 2014,

as each of the foregoing may be amended, restated, varied, supplemented and/or otherwise replaced from time to time.

(m) ***Israel***: This Offering Circular has not been approved by the Israeli Securities Authority and will only be distributed to Israeli residents in a manner that will not constitute 'an offer to the public' under sections 15 and 15a of the Israel Securities Law, 5728-1968 (the "**Securities Law**").

The Initial Purchaser has represented and agreed that the Notes will be offered by it to a limited number of investors (35 investors or fewer during any given 12-month period) and/or those categories of investors listed in the First Addendum (the "**Addendum**") to the Securities Law, ("**Sophisticated Investors**") namely joint investment funds or mutual trust funds, provident funds, insurance companies, banking corporations (purchasing the Notes for themselves or for clients who are Sophisticated Investors), portfolio managers (purchasing the Notes for themselves or for clients who are Sophisticated Investors), investment advisors or investment marketers (purchasing the Notes for themselves), members of the Tel-Aviv Stock Exchange (purchasing the Notes for themselves or for clients who are Sophisticated Investors), underwriters (purchasing the Notes for themselves), venture capital funds engaging mainly in the capital market, an entity which is wholly-owned by Sophisticated Investors, corporations, other than formed for the specific purpose of an acquisition pursuant to an offer, with a shareholder's equity in excess of NIS 50 million, and individuals in respect of whom the terms of item 9 in the Schedule to the Investment Advice Law hold true, investing for their own account, each as defined in the said Addendum, as amended from time to time, and who in each case have provided written confirmation that they qualify as Sophisticated Investors, and that they are aware of the consequences of such designation and agree thereto; in all cases under circumstances that will fall within the private placement or other exemptions of the Securities Law and any applicable guidelines, pronouncements or rulings issued from time to time by the Israeli Securities Authority.

(n) ***Italy***: The offering of the Notes has not been registered with the *Commissione Nazionale per le Società e la Borsa* ("**CONSOB**") pursuant to Italian securities legislation and, accordingly, the Initial Purchaser has represented and agreed that it has not offered, sold or delivered, and will not offer, sell or deliver, and has not distributed and will not distribute and has not made and will not make available in the Republic of Italy any of the Notes nor any copy of this Offering Circular or any other offering material relating to the Notes other than to:

(i) to qualified investors (*investitori qualificati*), as defined pursuant to Article 2 of the EU Prospectus Regulation and Article 35, para. 1, lett. d), of CONSOB Regulation No. 20307 of 15 February 2018, as recalled by Article 34-*ter*, para. 1, lett. b), of CONSOB Regulation No. 11971 of 14 May 1999; or

(ii) in other circumstances which are exempted from the rules on public offerings pursuant to Article 1 of the EU Prospectus Regulation, Article 34-ter of CONSOB Regulation No. 11971 of 14 May 1999, as amended from time to time,

provided that, in any case, the offer or sale of the Notes in Italy shall be effected in accordance with all relevant Italian securities, tax and other applicable laws and regulations.

Any offer, sale or delivery of the Notes or distribution of copies of this Offering Circular or any other offering material relating to the Notes in the Republic of Italy under (i) and (ii) above must be:

(A) financial intermediary permitted to conduct such activities in the Republic of Italy in accordance with Legislative Decree No. 58 of 24 February 1998, as amended (the "**Financial Services Act**"), CONSOB Regulation No. 20307 of 15 February 2018 and the Legislative Decree No. 385 of 1 September 1993 (the "**Banking Act**"), as amended from time to time, and any other applicable law and regulation;

(B) in compliance with Article 129 of the Banking Act, as amended from time to time, and the implementing guidelines of Bank of Italy, as amended from time to time, in relation to certain reporting obligations to the Bank of Italy on the issue or the offer of securities in Italy; and

(C) in accordance with all applicable Italian laws and regulations, including all relevant Italian securities and tax laws and regulations and any limitations as may be imposed from time to time by CONSOB, the Bank of Italy or any other Italian authority.

Investors should also note that, in accordance with Article 100-BIS of the Financial Services Act, where no exemption under paragraphs (i) or (ii) above applies, the subsequent distribution of the Notes on the secondary market in Italy must be made in compliance with the rules on offers of securities to be made to the public provided under the Financial Services Act and the Regulation 11971/1999. Failure to comply with such rules may result, inter alia, in the sale of the Notes being declared null and void and in the liability of the intermediary transferring the Notes for any damages suffered by the investors.

(o) ***Japan***: The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the FIEA) and the Initial Purchaser has represented and agreed that none of the Notes nor any interest therein will be offered or sold, directly or indirectly, by it in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for reoffering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.

(p) ***Latvia***: The Initial Purchaser has represented and agreed that the Subscribed Notes have not been offered and will not be offered in Latvia by way of a public offering, unless in compliance with all applicable provisions of the laws of the Republic of Latvia and in particular in compliance with the Financial Instruments Market Law (Finanšu instrumentu tirgus likums) and any regulation or rule made thereunder, as supplemented and amended from time to time.

(q) ***Saudi Arabia***: This Offering Circular may not be distributed in the Kingdom of Saudi Arabia except to such persons as are permitted under the Offers of Securities Regulations issued by the Saudi Arabian Capital Market Authority.

(r) ***South Korea***: The Notes have not been registered with the Financial Services Commission of Korea for a public offering in Korea. The Initial Purchaser has therefore represented and agreed that the Notes have not been and will not be offered, sold or delivered by it directly or indirectly, or offered, sold or delivered by it to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea, except as otherwise permitted under applicable Korean Laws and regulations, including the Financial Investment Services and Capital Markets Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder.

(s) ***Spain***: Neither the Notes nor this Offering Circular have been approved or registered with the Spanish Securities Market Commission (*Comisión Nacional del Mercado de Valores*, "**CNMV**"); this Offering Circular is not a prospectus (*folleto informativo*) approved and registered before the CNMV. The offering or sale of the Notes does not constitute a public offering in accordance with the provisions of Article 35 of the Amended and Restated Text of the Securities Market Law, approved by Royal Legislative Decree 4/2015 of 23 October. Therefore, the Notes must not be offered, distributed or sold in Spain, except in circumstances that do not constitute a public offering in accordance with the abovementioned regulation.

(t) ***Sweden***: The Initial Purchaser has confirmed and agreed that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy Notes or distribute any draft or final document in relation to any such offer, invitation or sale except in circumstances that will not result in a requirement to prepare a prospectus pursuant to Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 and the Swedish Act with supplementary provisions to the EU Prospectus Regulation (*lag* (2019:414) *med kompletterande bestämmelser till EU:sprospektförordning*).

(u) ***Switzerland***: The Notes shall not be offered, directly or indirectly, in Switzerland, and neither this Offering Circular nor any other offering or marketing material relating to the Notes shall be distributed or otherwise made available, to any investors other than specific professional clients within the meaning of Art. 4 para. 3 section a. through g. of the Swiss Federal Financial Services Act ("**FinSA**"), i.e.:

(i) financial intermediaries pursuant to the Swiss Federal Banking Act of 8 November 1934, the Swiss Federal Financial Institutions Act of 15 June 2018 and the Swiss Federal Collective Investment Schemes Act of 23 June 2006;

(ii) insurance companies pursuant to the Insurance Supervision Act of 17 December 2004;

(iii) foreign clients subject to prudential supervision like the persons mentioned in sub-sections a. and b. above;

(iv) central banks;

(v) public entities with professional treasury operations ("**PTO**");

(vi) occupational pension schemes, and other institutions whose purpose is to serve occupational pensions, with PTO;

(vii) large companies, i.e., companies exceeding two of the following parameters: (A) balance sheet total of CHF 20 million; (B) turnover of CHF 40 million; (C) equity of CHF 2 million.

No application has or will be made to admit the Notes to trading on any trading venue (exchange or multilateral trading facility) in Switzerland. Neither this Offering Circular nor any other offering or marketing material relating to the Notes constitutes a prospectus pursuant to FinSA or pursuant to the Swiss Code of Obligations (as in effect immediately prior to the entry into force of the FinSA), and no such prospectus has been or will be prepared for or in connection with the offering of the Notes. No key information document according to the FinSA or any equivalent document under the FinSA has been or will be prepared in relation to the Notes.

The Notes are not subject to the supervision by the Swiss Financial Market Supervisory Authority ("**FINMA**") or any other Swiss supervisory authority, and investors in the Notes will not benefit from protection or supervision by such authority.

(v) ***Taiwan***: The Notes may be made available outside Taiwan for purchase by investors residing in Taiwan (either directly or through properly licensed Taiwan intermediaries) but may not be offered or sold in Taiwan.

(w) ***The Grand Duchy of Luxembourg***: The Notes may not be offered or sold to the public in Luxembourg, directly or indirectly, and neither this offering memorandum nor any other circular, prospectus, form of application, advertisement, communication or other material may be distributed, or otherwise made available in or from, or published in Luxembourg, except in circumstances where the offer benefits from an exemption to or constitutes a transaction otherwise not subject to the requirement to publish a prospectus for the purpose of the Luxembourg law dated 16 July 2019.

(x) ***The Netherlands***: The Notes may only be offered, sold or delivered in The Netherlands to qualified investors (as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*)) that do not qualify as "public" (within the meaning of the article 4(1) of the EU CRR, and the rules promulgated thereunder, as amended or any subsequent legislation replacing that regulation).

(y) ***United Arab Emirates***: The Initial Purchaser has represented and agreed that the Subscribed Notes have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

The Notes have not been registered under the Securities Act or any state securities or "Blue Sky" laws or the securities laws of any other jurisdiction and, accordingly, may not be reoffered, resold, pledged or otherwise transferred except in accordance with the restrictions described herein and set forth in the Trust Deed.

Without limiting the foregoing, by holding a Note, you will acknowledge and agree, among other things, that you understand that the Issuer is not registered as an investment company under the Investment Company Act, and that the Issuer intends to rely on an exemption from registration by virtue of Section 3(c)(7) of the Investment Company Act. Section 3(c)(7) excepts from the provisions of the Investment Company Act those issuers who privately place their securities solely to, and whose securities are held solely by, persons who at the time of purchase are "qualified purchasers" or entities owned exclusively by "qualified purchasers". In general terms, qualified purchaser includes any natural person who owns not less than U.S.$5,000,000 in investments; any person who in the aggregate owns and invests on a discretionary basis, not less than U.S.$25,000,000 in investments; and trusts as to which both the settlor and the decision-making trustee are qualified purchasers (but only if such trust was not formed for the specific purpose of making such investment).

Rule 144A Notes

Each prospective purchaser of Rule 144A Notes, by accepting delivery of this Offering Circular, will be deemed to have represented and agreed (or in the case of a Definitive Certificate, shall represent and agree) that such person acknowledges that this Offering Circular is personal to it and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A or in "offshore transactions" in accordance with Regulation S. Distribution of this Offering Circular, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise it with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

Each purchaser or transferee of Rule 144A Notes represented by a Rule 144A Global Certificate will be deemed to have represented and agreed, and each purchaser or transferee of Rule 144A Notes represented by Definitive Certificates will be required to represent and agree, as follows:

1. The purchaser (a) is a QIB; (b) is aware that the sale of such Rule 144A Notes to it is being made in reliance on Rule 144A; (c) is acquiring such Notes for its own account or for the account of one or more QIBs as to which the purchaser exercises sole investment discretion, and in a principal amount of not less than €250,000 (or, in the case of the Class X Notes only, in a principal amount of not less than €100,000) for the purchaser and for each such account and (d) will provide notice of the transfer restrictions described in the "Important Notice" to any subsequent transferees.

2. The purchaser understands that such Rule 144A Notes have not been and will not be registered under the Securities Act, and may be reoffered, resold or pledged or otherwise transferred only (a)(i) to a person whom the purchaser reasonably believes is a QIB purchasing for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion in a transaction meeting the requirements of Rule 144A; or (ii) to a non-U.S. Person in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S; and (b) in accordance with all applicable securities laws including the securities laws of any state of the United States. The

purchaser understands that the Issuer has not been registered under the Investment Company Act. The purchaser understands that before any interest in a Rule 144A Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Notes, the Registrar is required to receive a written certification from the purchaser (in the form provided in the Trust Deed) as to compliance with the transfer restrictions described herein. The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph (2) shall be null and void *ab initio*.

3. The purchaser is not purchasing such Rule 144A Notes with a view toward the resale, distribution or other disposition thereof in violation of the Securities Act. The purchaser understands that an investment in the Rule 144A Notes involves certain risks, including the risk of loss of its entire investment in the Rule 144A Notes under certain circumstances. The purchaser has had access to such financial and other information concerning the Issuer and the Notes as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Rule 144A Notes, including an opportunity to ask questions of, and request information from, the Issuer.

4. In connection with the purchase of the Rule 144A Notes: (a) none of the Issuer, the Initial Purchaser, the Arranger, the Trustee, the Investment Manager or the Collateral Administrator is acting as a fiduciary or financial or investment manager for the purchaser; (b) 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 Issuer, the Initial Purchaser, the Arranger, the Trustee, the Investment Manager or the Collateral Administrator other than in this Offering Circular for such Notes and any representations expressly set forth in a written agreement with such party; (c) none of the Issuer, the Initial Purchaser, the Arranger, the Trustee, the Investment Manager or the Collateral Administrator 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) as to an investment in the Rule 144A Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors 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 Trust Deed) based upon its own judgement and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, the Arranger, the Initial Purchaser, the Trustee, the Investment Manager or the Collateral Administrator; (e) the purchaser has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the Rule 144A Notes with a full understanding of all of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; (f) the acquisition of the Rule 144A Notes is lawful under the purchaser's jurisdiction of incorporation and jurisdiction in which it operates (if different); and (g) the purchaser is a sophisticated investor.

5. The purchaser and each account for which the purchaser is acquiring such Rule 144A Notes is a QP. The purchaser is acquiring the Rule 144A Notes in a principal amount of not less than €250,000 (or, in the case of the Class X Notes only, in a principal amount of not less than €100,000). The purchaser and each such account is acquiring the Rule 144A Notes as principal for its own account for investment and not for sale in connection with any distribution thereof. The purchaser and each such account: (a) was not formed for the specific purpose of investing in the Rule 144A Notes (except when each beneficial owner of the purchaser and each such account is a QP); (b) to the extent the purchaser is a private investment company formed before

30 April 1996, the purchaser has received the necessary consent from its beneficial owners; (c) is not a pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants, as applicable, may designate the particular investments to be made; and (d) is not a broker dealer that owns and invests on a discretionary basis less than U.S $25,000,000 in securities of unaffiliated issuers. Further, the purchaser agrees with respect to itself and each such account: (x) that it shall not hold such Rule 144A Notes for the benefit of any other person and shall be the sole beneficial owner thereof for all purposes; (y) that it shall not sell participation interests in the Rule 144A Notes or enter into any other arrangement pursuant to which any other person shall be entitled to a beneficial interest in the distributions on the Rule 144A Notes; and (z) that the Rule 144A Notes purchased directly or indirectly by it constitute an investment of no more than 40.0 per cent. of the purchaser's and each such account's assets (except when each beneficial owner of the purchaser and each such account is a QP). The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph (5) will be of no force and effect, will be void *ab initio* and the Issuer will have the right to direct the purchaser to transfer its Rule 144A Notes to a Person who meets the foregoing criteria.

6. (a) With respect to the purchase, holding and disposition of any Class X Note, Class A Note, Class B Note, Class C Note or Class D Note or an interest in such Note (i) either (A) it is not, and is not acting on behalf of (and for so long as it holds any 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 Other Plan Law, 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 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 Other Plan Law, and (ii) it will not sell or transfer such Note (or interest therein) to an acquirer acquiring such Note (or interest therein) unless the acquirer makes the foregoing representations, warranties and agreements described in clause (i) hereof. Any purported transfer of the Notes in violation of the requirements set forth in this paragraph shall be null and void *ab initio* and the acquirer understands that the Issuer will have the right to cause the sale of such Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

(b) With respect to Class E Notes, Class F Notes or Subordinated Notes in the form of a Rule 144A Global Certificate on the Issue Date, each purchaser and each transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate will be deemed to represent, warrant and agree that: (A) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person, unless it receives the written consent of the Issuer and provides an ERISA certificate (in or substantially in the form set out at Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed) to the Issuer, and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person; (B)(1) if it is, or is acting on behalf of, a Benefit Plan Investor (to the extent permitted under (A) above), 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, and (2) 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 interest therein will not be, subject to any Similar Law and

(y) its acquisition, holding and disposition of such Note (or any interest therein) will not constitute or result in a violation of any Other Plan Law; and (C) it will agree to certain transfer restrictions regarding its interest in such Note.

(c) With respect to Class E Notes, Class F Notes or Subordinated Notes in the form of a Rule 144A Global Certificate other than on the Issue Date, each purchaser of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate (or any interest therein) will be deemed to represent, warrant and agree that: (A) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person, unless it receives the written consent of the Issuer, provides an ERISA certificate (in or substantially in the form set out at Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed) to the Issuer and a Transfer Agent as to its status as a Benefit Plan Investor or Controlling Person and, other than with respect to the Retention Notes, holds such Class E Note, Class F Note or Subordinated Note, as applicable, in the form of a Definitive Certificate; (B)(1) if it is, or is acting on behalf of, a Benefit Plan Investor (to the extent permitted under (A) above), 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, and (2) 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 interest therein will not be, subject to any Similar Law and (y) its acquisition, holding and disposition of such Note (or any interest therein) will not constitute or result in a violation of any Other Plan Law; and (C) it will agree to certain transfer restrictions regarding its interest in such Note. Any purported transfer of the Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in this paragraph shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Class E Notes, Class F Notes or Subordinated Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

(d) With respect to Class E Notes, Class F Notes or Subordinated Notes in the form of a Definitive Certificate, each purchaser or transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate will be required to: (A) represent and warrant in writing to the Issuer (1) whether or not, for so long as it holds such Note or interest herein, it is, or is acting on behalf of, a Benefit Plan Investor, (2) whether or not, for so long as it holds such Note or interest therein, it is, or is acting on behalf of, a Controlling Person and (3) that (x) if it is, or is acting on behalf of, a Benefit Plan Investor, 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 and (y) if it is a governmental, church, non-U.S. or other plan, (i) it is not, and for so long as it holds such Note or interest therein will not be, subject to Similar Law and (ii) its acquisition, holding and disposition of such Note (or any interest therein) will not constitute or result in a violation of any Other Plan Law; (B) agree to certain transfer restrictions regarding its interest in such Note; and (C) provide a completed ERISA certificate (in or substantially in the form set out at Annex A (*Form of ERISA Certificate*) and as set out in the Trust Deed) to the Issuer and a Transfer Agent. Any purported transfer of the Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in this paragraph shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Class E Notes, Class F Notes or Subordinated Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

(e) If the purchaser or transferee of any Note or any interest therein is, or is acting on behalf of, a Benefit Plan Investor, it will be deemed to represent, warrant and agree that (i) none of the Issuer, the Arranger, the Initial Purchaser, the Trustee or the Investment Manager or their respective affiliates (the "**Transaction Parties**"), has provided any investment recommendation or investment advice within the meaning of Section 3(21) of ERISA to it or to any fiduciary or other person investing the assets of the Benefit Plan Investor ("**Plan Fiduciary**"), in connection with its decision to invest in the Note, and they are not otherwise acting 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 Note; and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Note.

7. The purchaser understands that pursuant to the terms of the Trust Deed, the Issuer has agreed that the Rule 144A Global Certificates or Rule 144A Definitive Certificates, as applicable, offered in reliance on Rule 144A will bear the legend set forth below, and will be represented by one or more Rule 144A Global Certificates or Rule 144A Definitive Certificates, as applicable. The Rule 144A Global Certificates may not at any time be held by or on behalf of, within the United States, persons, or outside the United States, U.S. Persons that are not QIB/QPs. Before any interest in a Rule 144A Global Certificate 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 Certificate, the transferor will be required to provide the Transfer Agent with a written certification (in the form provided in the Trust Deed) as to compliance with the transfer restrictions.

ANY LOSSES IN THE ISSUER WILL BE BORNE SOLELY BY INVESTORS IN THE ISSUER AND NOT BY THE INVESTMENT MANAGER OR ITS AFFILIATES; THEREFORE, THE INVESTMENT MANAGER'S LOSSES IN THE ISSUER WILL BE LIMITED TO LOSSES ATTRIBUTABLE TO THE "OWNERSHIP INTERESTS" (AS DEFINED IN THE VOLCKER RULE) IN THE ISSUER HELD BY THE INVESTMENT MANAGER AND ANY AFFILIATE IN ITS CAPACITY AS INVESTOR IN THE ISSUER. PROSPECTIVE INVESTORS IN THE ISSUER SHOULD READ THE FINAL OFFERING CIRCULAR BEFORE INVESTING IN THE ISSUER. THE OWNERSHIP INTERESTS IN THE COVERED FUND ARE NOT INSURED BY THE UNITED STATES FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT DEPOSITS, OBLIGATIONS OF, OR ENDORSED OR GUARANTEED IN ANY WAY, BY ANY BANKING ENTITY. THE ROLE OF THE INVESTMENT MANAGER AND ITS AFFILIATES AND EMPLOYEES IN SPONSORING AND PROVIDING SERVICES TO THE COVERED FUND IS DESCRIBED HEREIN.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION

MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 (OR, IN THE CASE OF THE CLASS X NOTES ONLY, IN A PRINCIPAL AMOUNT OF NOT LESS THAN €100,000) FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSE OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (Y) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN $25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. 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 TRANSFER AGENT OR ANY INTERMEDIARY. IN ADDITION TO THE FOREGOING, IF A VIOLATION OF (V) TO (Z) OCCURS, THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED HOLDERS (AS DEFINED IN THE TRUST DEED) IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRUST DEED. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED TO ITS TRANSFEREE.

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE REGISTRAR.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES, THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) EITHER (A) IT IS NOT AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF) AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A "PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**")), TO WHICH SECTION 4975 OF THE CODE APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF SUCH AN

EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY (EACH OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**"), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"), 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 (B) 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, A VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER THIS NOTE (OR INTEREST HEREIN) TO AN ACQUIRER ACQUIRING SUCH NOTE (OR INTEREST HEREIN) UNLESS THE ACQUIRER MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIRER UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTES TO ANOTHER ACQUIRER THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF RULE 144A GLOBAL CERTIFICATES ONLY*] [ON THE ISSUE DATE, EACH PURCHASER OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT: (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON, UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AND A TRANSFER AGENT AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON, AND (2)(A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR (TO THE EXTENT PERMITTED UNDER (1) ABOVE), 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 THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), AND (B) 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 AN INTEREST HEREIN IT 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 INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) 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 AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**") AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY APPLICABLE FEDERAL, STATE, LOCAL, OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**").

OTHER THAN ON THE ISSUE DATE, EACH PURCHASER OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT: (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AND A TRANSFER AGENT AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND, OTHER THAN WITH RESPECT TO THE RETENTION NOTES, HOLDS THIS NOTE, IN THE FORM OF A DEFINITIVE CERTIFICATE; AND (2)(A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR (TO THE EXTENT PERMITTED UNDER (1) ABOVE), 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, AND (B) 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 AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY SIMILAR LAW, AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY OTHER PLAN LAW. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF 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 CODE) TO WHICH SECTION 4975 OF THE CODE APPLIES OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "**PLAN ASSETS**" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID AB INITIO AND THE ACQUIRER UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTE TO ANOTHER ACQUIRER THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRANSFER AGENT WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25.0 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS ("**25.0 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW, OTHER PLAN LAW OR OTHER ERISA REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25.0 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE REQUIRED TO REPRESENT AND WARRANT IN WRITING TO THE ISSUER AND THE TRANSFER AGENTS (1) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (2) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A CONTROLLING PERSON AND (3) THAT (A) 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 THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") AND (B) 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 AN INTEREST HEREIN IT 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 INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) 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 AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY APPLICABLE FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A

CONTROLLING PERSON. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF 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 CODE) TO WHICH SECTION 4975 OF THE CODE APPLIES OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "**PLAN ASSETS**" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID AB INITIO AND THE ACQUIRER UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTE TO ANOTHER ACQUIRER THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRANSFER AGENT WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25.0 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS ("**25.0 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW, OTHER PLAN LAW OR OTHER ERISA REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25.0 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

EACH PURCHASER OR TRANSFEREE OF THIS NOTE OR ANY INTEREST HEREIN 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 ISSUER, THE ARRANGER, THE INITIAL PURCHASER, THE TRUSTEE OR THE INVESTMENT MANAGER OR THEIR RESPECTIVE AFFILIATES, HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT OR TO ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR ("**PLAN FIDUCIARY**"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS NOTE, AND THEY ARE NOT OTHERWISE ACTING 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.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES ONLY*] [THIS NOTE WILL BE ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**"). THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER AT GROUND FLOOR, TWO DOCKLAND CENTRAL, GUILD STREET, NORTH DOCK, DUBLIN 1, IRELAND .]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL NOT CARRY ANY RIGHT TO VOTE IN RESPECT OF, OR BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF VOTING ON AN IM REMOVAL RESOLUTION OR AN IM REPLACEMENT RESOLUTION.]

8. Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of section 5 of the Securities Act provided by Rule 144A.

9. The purchaser will not, at any time, offer to buy or offer to sell the Notes by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.

10. The purchaser will treat (i) the Issuer as a non-U.S. corporation, (ii) the Rated Notes as debt, and (iii) the Subordinated Notes as equity, in each case, for all U.S. federal, state and local income tax purposes and will take no action inconsistent with such treatment unless required by law; provided that any holder of Class E Notes or Class F Notes may make a protective QEF election and file protective information returns with respect to the Issuer and its investment in such Notes.

11. The purchaser will timely furnish the Issuer or its agents with any tax forms or certifications (such as an IRS Form W-9, an applicable IRS Form W-8 (together with appropriate attachments), or any successors to such IRS forms) that the Issuer or its agents may reasonably request to permit the Issuer or its agents to (A) make payments to the purchaser without, or at a reduced rate of, deduction or withholding, (B) qualify for exemption from, or a reduced rate of, withholding or deduction 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 (including the CRS), and will update or replace such tax forms or certifications as appropriate or in accordance with their terms or subsequent amendments thereto. 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 the purchaser, or to the Issuer. Amounts withheld from payments to the purchaser by the Issuer or its agents that are, in their sole judgment, required to be withheld pursuant to applicable tax laws will be treated as having been paid to the purchaser by the Issuer.

12. The purchaser will provide the Issuer or its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to comply with FATCA and/or the CRS and to prevent the imposition of tax under FATCA on payments to or for the benefit of the Issuer and/or fines or penalties under the CRS, and update or correct such information or documentation as necessary. In the event the purchaser fails to provide or update such information or documentation for the purposes of FATCA, or to the extent that its ownership of the Notes would otherwise cause the Issuer to be subject to any tax under FATCA, (A) the Issuer and its agents are authorised to withhold amounts otherwise distributable to the purchaser as compensation for any amounts withheld from payments to or for the benefit of the Issuer 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 as a result of such failure or such ownership, the Issuer will have the right to compel the purchaser to sell its Notes (other than the Retention Notes) and, if the purchaser does not sell its Notes (other than the Retention Notes) within 10 Business Days after notice from the Issuer or any agent of the Issuer, the Issuer will have the right to sell such Notes (other than the Retention 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 costs, charges, and taxes incurred by the Issuer in connection with such sale) to the purchaser as payment in full for such Notes. The Issuer may assign each such Note, or procure that each such Note is assigned, a separate ISIN in the Issuer's sole discretion. For the avoidance of doubt, the Issuer shall have the right to sell a beneficial owner's interest in a Note in its entirety notwithstanding that the sale of a portion of such an interest would permit the Issuer to comply with FATCA. 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 Office of Revenue Commissioners of Ireland, 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 complies with FATCA and the CRS.

13. Each purchaser of Class E Notes, Class F Notes or Subordinated Notes that is not a "United States person" (as defined in Section 7701(a)(30) of the Code) represents that (A) either (i) it is not a bank extending credit pursuant to a loan agreement entered into in the ordinary course of its trade or business (within the meaning of Section 881(c)(3)(A) of the Code), (ii) after giving effect to its purchase of Notes, it will not directly or indirectly own more than 33⅓ per cent., 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 on the Notes or any interest therein are effectively connected with the conduct of a trade or business within the United States for U.S. federal income tax purposes and includible in its gross income, or (iv) it has provided an IRS Form W-8BEN or IRS Form W-8BEN-E (as applicable) 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 Debt Obligations if the Collateral Debt Obligations were held directly by the purchaser).

14. Each purchaser that owns more than 50.0 per cent. 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)) represents that it will (A) confirm that any member of such expanded affiliated group (*provided* that for purposes of this paragraph the Issuer 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 "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 "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.

15. No purchaser of Subordinated Notes will 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 similar business for purposes of Sections 954(h) and (i)(2) of the Code.

16. If the purchaser is acquiring its Notes in definitive form, it has accurately completed the FATCA Self-Certification attached hereto, and will update any information contained therein in the event that any such information becomes incorrect.

17. The purchaser understands and acknowledges that the Issuer has the right under the Trust Deed to compel any Non-Permitted Holder or Non-Permitted ERISA Holder to sell its interest in the Notes, or may sell such interest in its Notes on behalf of such Non-Permitted Holder or Non-Permitted ERISA Holder.

18. The purchaser represents and agrees that it will not enter into a transaction: (i) in relation to its Notes on a trading venue (as defined in point (24) of article 4(1) of Directive 2014/65/EU); or (ii) pursuant to which such Notes are subject to or transferred following a Financial Collateral Arrangement (as such term is defined in Directive 2002/47/EC of the European Parliament and of the Council of 6 June 2002 on Financial Collateral Arrangements (as amended)), unless, in each case, such transaction is in compliance with all applicable laws (including, without limitation, Regulation (EU) No. 909/2014).

19. The purchaser acknowledges that the Issuer, the Arranger, the Initial Purchaser, the Trustee, the Investment Manager and the Collateral Administrator and their Affiliates, and others, will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Regulation S Notes

Each purchaser or transferee of Regulation S Notes will be deemed to have made the representations (or in the case of a Definitive Certificate, shall make the representations) set forth in clauses (3), (4), (6) and (9) to (19) (inclusive) above (except that references to Rule 144A Notes shall be deemed to be references to Regulation S Notes) and to have further represented and agreed as follows:

1. The purchaser is located outside the United States and is not a U.S. Person.

2. The purchaser understands that the Notes have not been and will not be registered under the Securities Act and that the Issuer has not registered and will not register under the Investment Company Act. It agrees, for the benefit of the Issuer, the Initial Purchaser, the Arranger and any of their Affiliates, that, if it decides to resell, pledge or otherwise transfer such Notes (or any beneficial interest or participation therein) purchased by it, any offer, sale or transfer of such Notes (or any beneficial interest or participation therein) will be made in compliance with the Securities Act and only (i) to a person (A) it reasonably believes is a QIB purchasing for its own

account or for the account of a QIB in a nominal amount of not less than €250,000 (or, in the case of the Class X Notes only, in a principal amount of not less than €100,000) for it and each such account, in a transaction that meets the requirements of Rule 144A and takes delivery in the form of a Rule 144A Note and (B) that constitutes a QP; or (ii) to a non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 (as applicable) under Regulation S.

3. The purchaser understands that unless the Issuer determines otherwise in compliance with applicable law, such Notes will bear a legend set forth below.

ANY LOSSES IN THE ISSUER WILL BE BORNE SOLELY BY INVESTORS IN THE ISSUER AND NOT BY THE INVESTMENT MANAGER OR ITS AFFILIATES; THEREFORE, THE INVESTMENT MANAGER'S LOSSES IN THE ISSUER WILL BE LIMITED TO LOSSES ATTRIBUTABLE TO THE "OWNERSHIP INTERESTS" (AS DEFINED IN THE VOLCKER RULE) IN THE ISSUER HELD BY THE INVESTMENT MANAGER AND ANY AFFILIATE IN ITS CAPACITY AS INVESTOR IN THE ISSUER. PROSPECTIVE INVESTORS IN THE ISSUER SHOULD READ THE FINAL OFFERING CIRCULAR BEFORE INVESTING IN THE ISSUER. THE OWNERSHIP INTERESTS IN THE COVERED FUND ARE NOT INSURED BY THE UNITED STATES FEDERAL DEPOSIT INSURANCE CORPORATION AND ARE NOT DEPOSITS, OBLIGATIONS OF, OR ENDORSED OR GUARANTEED IN ANY WAY, BY ANY BANKING ENTITY. THE ROLE OF THE INVESTMENT MANAGER AND ITS AFFILIATES AND EMPLOYEES IN SPONSORING AND PROVIDING SERVICES TO THE COVERED FUND IS DESCRIBED HEREIN.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-U.S. PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 (OR, IN THE CASE OF THE CLASS X NOTES ONLY, IN A PRINCIPAL AMOUNT OF NOT LESS THAN €100,000) FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSE OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (Y) IS NOT A BROKER-DEALER THAT OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN $25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE

PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. 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 TRANSFER AGENT OR ANY INTERMEDIARY. IN ADDITION TO THE FOREGOING, IF A VIOLATION OF (V) TO (Z) OCCURS, THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED HOLDERS (AS DEFINED IN THE TRUST DEED) IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRUST DEED. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED TO ITS TRANSFEREE.

TRANSFERS OF THIS NOTE OR OF PORTIONS OF THIS NOTE SHOULD BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE TRUST DEED REFERRED TO HEREIN.

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE REGISTRAR.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES, CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) EITHER (A) IT IS NOT AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), AN "EMPLOYEE BENEFIT PLAN," AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**")), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, "A PLAN" (AS DEFINED IN SECTION 4975(e)(1) OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**")), TO WHICH SECTION 4975 OF THE CODE APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY (EACH OF THE FOREGOING, A "**BENEFIT PLAN INVESTOR**"), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"), 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 (B) 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, A VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER THIS NOTE (OR INTEREST HEREIN) TO AN ACQUIRER ACQUIRING SUCH NOTE (OR INTEREST HEREIN) UNLESS THE ACQUIRER MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIRER UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTES TO ANOTHER ACQUIRER THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF REGULATION S GLOBAL CERTIFICATES ONLY*] [ON THE ISSUE DATE, EACH PURCHASER OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT: (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON, UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AND A TRANSFER AGENT AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON; AND (2)(A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR (TO THE EXTENT PERMITTED UNDER (1) ABOVE), 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 THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**"), OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**"), AND (B) 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 AN INTEREST HEREIN IT 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 INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) ANY FEDERAL, STATE, LOCAL OR NON-U.S. TO LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**") AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY APPLICABLE FEDERAL, STATE, LOCAL, OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**").

OTHER THAN ON THE ISSUE DATE, EACH PURCHASER OF THIS NOTE (OR ANY INTEREST HEREIN) WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT: (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON

UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AND A TRANSFER AGENT AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND, OTHER THAN WITH RESPECT TO THE RETENTION NOTES, HOLDS THIS NOTE IN THE FORM OF A DEFINITIVE CERTIFICATE; AND (2)(A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR (TO THE EXTENT PERMITTED UNDER (1) ABOVE), 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, AND (B) 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 AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY SIMILAR LAW, AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY OTHER PLAN LAW. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF 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 CODE) TO WHICH SECTION 4975 OF THE CODE APPLIES OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID AB INITIO AND THE ACQUIRER UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTE TO ANOTHER ACQUIRER THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRANSFER AGENT WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25.0 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS ("**25.0 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW, OTHER PLAN LAW OR OTHER ERISA REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP

OTHERWISE CAUSES A VIOLATION OF THE 25.0 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS NOTE WILL BE REQUIRED TO REPRESENT AND WARRANT IN WRITING TO THE ISSUER AND THE TRANSFER AGENTS (1) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (2) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A CONTROLLING PERSON AND (3) THAT (A) 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 THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "**CODE**") AND (B) 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 AN INTEREST HEREIN IT 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 INVESTMENT MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER'S ASSETS) 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 AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY APPLICABLE FEDERAL, STATE, LOCAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. "**BENEFIT PLAN INVESTOR**" MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF 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 CODE) TO WHICH SECTION 4975 OF THE CODE APPLIES OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF

ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID AB INITIO AND THE ACQUIRER UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTE TO ANOTHER ACQUIRER THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRANSFER AGENT WILL NOT RECOGNISE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25.0 PER CENT. OR MORE OF THE TOTAL VALUE OF THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS ("**25.0 PER CENT. LIMITATION**").

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A NOTE WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW, OTHER PLAN LAW OR OTHER ERISA REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25.0 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

EACH PURCHASER OR TRANSFEREE OF THIS NOTE OR ANY INTEREST HEREIN 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 ISSUER, THE ARRANGER, THE INITIAL PURCHASER, THE TRUSTEE OR THE INVESTMENT MANAGER OR THEIR RESPECTIVE AFFILIATES, HAS PROVIDED ANY INVESTMENT RECOMMENDATION OR INVESTMENT ADVICE WITHIN THE MEANING OF SECTION 3(21) OF ERISA TO IT OR TO ANY FIDUCIARY OR OTHER PERSON INVESTING THE ASSETS OF THE BENEFIT PLAN INVESTOR ("**PLAN FIDUCIARY**"), IN CONNECTION WITH ITS DECISION TO INVEST IN THIS NOTE, AND THEY ARE NOT OTHERWISE ACTING 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.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES ONLY*] [THIS NOTE WILL BE ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**"). THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER AT GROUND FLOOR, TWO DOCKLAND CENTRAL, GUILD STREET, NORTH DOCK, DUBLIN 1, IRELAND .]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL NOT CARRY ANY RIGHT TO VOTE IN RESPECT OF, OR BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF VOTING ON AN IM REMOVAL RESOLUTION OR AN IM REPLACEMENT RESOLUTION.]

4. The purchaser understands that the Regulation S Notes may not, at any time, be held by, or on behalf of, U.S. Persons.

   A transferor who transfers an interest in a Regulation S Note to a transferee who will hold the interest in the same form is not required to make any additional representation or certification.

GENERAL INFORMATION

Clearing Systems

The Notes of each Class have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The Common Code and International Securities Identification Number ("**ISIN**") for the Notes of each Class:

	Regulation S Notes		Rule 144A Notes	
	ISIN	**Common Code**	**ISIN**	**Common Code**
Class X Notes	XS2856127720	285612772	XS2856127993	285612799
Class A Notes	XS2856128025	285612802	XS2856129932	285612993
Class B Notes	XS2856128371	285612837	XS2856128298	285612829
Class C Notes	XS2856128611	285612861	XS2856128454	285612845
Class D Notes	XS2856128538	285612853	XS2856129007	285612900
Class E Notes	XS2856128702	285612870	XS2856128884	285612888
Class F Notes	XS2856129262	285612926	XS2856128967	285612896
Subordinated Notes	XS2856129189	285612918	XS2856129346	285612934

Listing

Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and to trading on its Global Exchange Market which is the exchange regulated market of Euronext Dublin. Application has been made to Euronext Dublin to approve this Offering Circular as listing particulars for such application.

Legal Entity Identifier ("LEI")

The Issuer's LEI is 6354009IQ9QMUP9YBF64.

Unique Identifier

In accordance with Article 11 of Commission Delegated Regulation (EU) 2020/1224, the Issuer has assigned the following unique identifier to the securitisation transaction constituted by the Notes: 6354009IQ9QMUP9YBF64N202402.

Listing Agent

Arthur Cox Listing Services Limited is acting solely in its capacity as listing agent for the Issuer in relation to the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on its Global Exchange Market.

Consents and Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Ireland (if any) in connection with the issue and performance of the Notes. The issue of the Notes was authorised by resolution of the Issuer's board of directors passed on 23 August 2024.

No Significant or Material Change

There has been no significant change in the financial or trading position or prospects of the Issuer since its incorporation on 6 June 2024 and there has been no material adverse change in the financial position or prospects of the Issuer since its incorporation on 6 June 2024.

No Litigation

The Issuer is not involved, and has not been involved, in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of its incorporation a significant effect on the Issuer's financial position or profitability.

Accounts

So long as any Note remains outstanding, copies of the most recent annual audited financial statements of the Issuer can be obtained at the specified offices of the Issuer during normal business hours. The most first financial statements of the Issuer will be in respect of the period from incorporation to 31 December 2024. The annual accounts of the Issuer have been audited. The Issuer will not prepare interim financial statements.

The Trust Deed requires the Issuer to provide written confirmation to the Trustee on an annual basis and otherwise promptly on request that no Event of Default or Potential Event of Default (as defined in the Trust Deed) or other matter which is required to be brought to the Trustee's attention has occurred.

Auditors

The auditors of the Issuer are Ernst & Young of Ernst & Young Building, Harcourt Centre, Harcourt Street, Dublin 2, Ireland, who are chartered accountants and are members of the Institute of Chartered Accountants and registered auditors qualified in practice in Ireland.

Documents Available

Copies of the following documents may be inspected in electronic format (and, in the case of each of (c) and (d) below, will be available for collection free of charge) at the registered offices of Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

(a) the Constitution of the Issuer;

(b) the Corporate Services Agreement;

(c) each Monthly Report;

(d) each Payment Date Report;

(e) the Trust Deed (which includes the form of each Global Certificate and Definitive Certificate representing each Note of each Class);

(f) the Agency Agreement;

(g) the Investment Management and Collateral Administration Agreement;

(h) the Risk Retention Letter;

(i) the Conditional Sale Agreement;

(j) this Offering Circular; and

(k) each Hedge Agreement.

Drafts of the documents set out above at paragraphs (e) to (h) (inclusive) and (j) as required to be published pursuant to the Securitisation Regulations will be made available to any Relevant Recipient on the Reporting Website as maintained by Collateral Administrator prior to the pricing date for the transaction described herein. Copies of the final form of such documents shall be available on such website on the Issue Date.

Enforceability of Judgments

The Issuer is a designated activity company incorporated under the laws of Ireland. None of the Issuer's directors are residents of the United States, and all or a substantial portion of the assets of the Issuer and such persons are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon civil liability provisions of the securities laws of the United States or any State or territory within the United States.

Foreign Language

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

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ANNEX A
FORM OF ERISA CERTIFICATE

The purpose of this ERISA Certificate (this "**Certificate**") is, among other things, to (i) endeavour to ensure that less than 25.0 per cent. of the total value of the Class E Notes, Class F Notes and Subordinated Notes (determined separately by class) issued by Adagio XII EUR CLO Designated Activity Company (the "**Issuer**") is held by (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 include "plan assets" by reason of any such employee benefit plan's or plan's investment in the entity (each of the foregoing, a "**Benefit Plan Investor**"), (ii) confirm the eligibility of a Benefit Plan Investor to purchase the Notes, (iii) obtain from you certain representations and agreements and (iv) provide you with certain related information with respect to your acquisition, holding and disposition of Class E Notes, Class F Notes and Subordinated Notes (or any interest therein). By signing this Certificate, you agree to be bound by its terms.

Please be aware that the information contained in this Certificate is not intended to constitute advice and the examples given below are not intended to be, and are not, comprehensive. You should contact your own counsel if you have any questions in completing this Certificate. Capitalised terms not defined in this Certificate shall have the meanings ascribed to them in the Trust Deed.

By checking a box, you are representing, warranting and agreeing as to your status for so long as you hold a Note or interest therein.

If a box is not checked, you are representing, warranting and agreeing that the applicable Section does not, and will not, apply to you.

1. ☐ Employee Benefit Plans Subject to ERISA or Section 4975 of the Code. We, or the entity on whose behalf we are acting, are an "employee benefit plan" within the meaning of Section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA or a "plan" within the meaning of Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code.

   Examples: (i) tax qualified retirement plans such as pension, profit sharing and section 401(k) plans, (ii) welfare benefit plans such as accident, life and medical plans, (iii) individual retirement accounts or "IRAs" and "Keogh" plans and (iv) certain tax–qualified educational and savings trusts.

2. ☐ Entity Holding Plan Assets. We, or the entity on whose behalf we are acting, are an entity or fund whose underlying assets include "plan assets" by reason of a Benefit Plan Investor's investment in such entity.

   Examples: (i) an insurance company separate account, (ii) a bank collective trust fund and (iii) a hedge fund or other private investment vehicle where 25.0 per cent. or more of the value of any class of its equity is held by Benefit Plan Investors.

   If you check Box 2, please indicate the maximum percentage of the entity or fund that will constitute "plan assets" for purposes of Title I of ERISA or Section 4975 of the Code: ____ per cent.

AN ENTITY OR FUND THAT CANNOT PROVIDE THE FOREGOING PERCENTAGE HEREBY ACKNOWLEDGES THAT FOR PURPOSES OF DETERMINING WHETHER BENEFIT PLAN INVESTORS OWN LESS THAN 25.0 PER CENT. OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES, 100.0 PER CENT. OF THE ASSETS OF THE ENTITY OR FUND WILL BE TREATED AS "PLAN ASSETS".

ERISA and the regulations promulgated thereunder are technical. Accordingly, if you have any questions regarding whether you may be an entity described in this Section 2, you should consult with your counsel.

3. ☐ Insurance Company General Account. We, or the entity on whose behalf we are acting, are an insurance company purchasing the Class E Notes, Class F Notes or Subordinated Notes with funds from our or their general account (*i.e.*, the insurance company's corporate investment portfolio), whose assets, in whole or in part, constitute "plan assets" for purposes of 29 C.F.R. Section 2510.3–101, as modified by Section 3(42) of ERISA (the "**Plan Asset Regulations**").

If you check Box 3, please indicate the maximum percentage of the insurance company general account that will constitute "plan assets" under Section 401(a) of ERISA for purposes of conducting the 25.0 per cent. test under the Plan Asset Regulations: ____ per cent. IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100.0 PER CENT. IN THE BLANK SPACE.

4. ☐ None of Sections (1) Through (3) Above Apply. We, or the entity on whose behalf we are acting, are a person that does not fall into any of the categories described in Sections (1) through (3) above. If, after the date hereof, any of the categories described in Sections (1) through (3) above would apply, we will promptly notify the Issuer of such change.

5. No Prohibited Transaction. If we checked any of the boxes in Sections (1) to (3) above, we represent, warrant and agree that our acquisition, holding and disposition of the Class E Notes, Class F Notes or Subordinated Notes (or any interest therein) and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

6. Not Subject to Similar Law and No Violation of Other Plan Law. If we are a governmental, church, non-U.S. or other plan, we represent, warrant and agree that (a) we are not subject to any federal, state, local 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 Investment Manager (or other persons responsible for the investment and operation of the Issuer's assets) 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 and/or Section 4975 of the Code, and (b) our acquisition, holding and disposition of the Class E Notes, Class F Notes or Subordinated Notes (or any interest therein) will not constitute or result in a violation of any law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

7. ☐ Controlling Person. We are, or we are acting on behalf of any of: (i) the Investment Manager, (ii) any person that has discretionary authority or control with respect to the assets of the Issuer, (iii) any person who provides investment advice for a fee (direct or indirect) with respect to such assets or (iv) any "affiliate" of any of the above persons. "**Affiliate**" shall have the meaning set forth in the Plan Asset Regulations. Any of the

persons described in the first sentence of this Section 7 (other than a Benefit Plan Investor) is referred to in this Certificate as a "Controlling Person."

Note: We understand that, for purposes of determining whether Benefit Plan Investors hold less than 25.0 per cent. of the total value of the Class E Notes, Class F Notes or Subordinated Notes (determined separately by each class), the Class E Notes, Class F Notes or Subordinated Notes held by Controlling Persons (other than Benefit Plan Investors) are required to be disregarded.

8. Compelled Disposition. We acknowledge and agree that:

(i) if any representation that we made hereunder is subsequently shown to be false or misleading or our beneficial ownership otherwise causes a violation of the 25.0 per cent. Limitation, the Issuer may, promptly after such discovery, send notice to us demanding that we transfer our interest to a person that is not a Non-Permitted ERISA Holder within ten calendar days after the date of such notice;

(ii) if we fail to transfer our Class E Notes, Class F Notes or Subordinated Notes, the Issuer shall have the right, without further notice to us, to sell our Class E Notes, Class F Notes or Subordinated Notes or our interest in the Class E Notes, Class F Notes or Subordinated Notes to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder on such terms as the Issuer may choose;

(iii) the Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Class E Notes, Class F Notes or Subordinated Notes and selling such securities to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion;

(iv) by our acceptance of an interest in the Class E Notes, Class F Notes or Subordinated Notes, we agree to cooperate with the Issuer to effect such transfers;

(v) the proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to us; and

(vi) the terms and conditions of any sale under this sub-section shall be determined in the sole discretion of the Issuer, and the Issuer shall not be liable to us as a result of any such sale or the exercise of such discretion.

9. Continuing Representation; Reliance. We acknowledge and agree that the representations, warranties, acknowledgements and agreements contained in this Certificate shall be deemed made on each day from the date we make such representations, warranties, acknowledgements and agreements through and including the date on which we dispose of our interests in the Class E Notes, Class F Notes or Subordinated Notes. We understand and agree that the information supplied in this Certificate will be used and relied upon by the Issuer to determine that Benefit Plan Investors own or hold less than 25.0 per cent. of the total value of the Class E Notes, Class F Notes and Subordinated Notes (determined separately by class) upon any subsequent transfer of the Class E Notes, Class F Notes or Subordinated Notes in accordance with the Trust Deed.

10. Further Acknowledgement and Agreement. We acknowledge and agree that (i) all of the representations, warranties, acknowledgments, agreements and assurances contained in this Certificate are for the benefit of the Issuer, the Trustee, NATIXIS and the Investment Manager as third party beneficiaries hereof, (ii) copies of this Certificate and any information contained herein may be provided to the Issuer, the Trustee, NATIXIS, the Investment Manager, affiliates

of any of the foregoing parties and to each of the foregoing parties' respective counsel for purposes of making the determinations described above and (iii) any acquisition or transfer of Class E Notes, Class F Notes or Subordinated Notes by us that is not in accordance with the provisions of this Certificate shall be null and void from the beginning, and of no legal effect.

11. Future Transfer Requirements.

Transferee Letter and its Delivery. We acknowledge and agree that we may not transfer any Class E Notes, Class F Notes or Subordinated Notes to any person unless the Issuer has received a certificate substantially in the form of this Certificate. Any attempt to transfer in violation of this section will be null and void from the beginning, and of no legal effect.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate.

[**INSERT PURCHASER'S NAME**]

By: _____

Name:

Title:

Dated:

This Certificate relates to EUR [●] of [Class E Notes]/[Class F Notes]/[Subordinated Notes]

Based upon the representations and certifications contained herein, the Issuer by countersigning this certificate, hereby consents to the purchase by [**Insert Purchaser's Name**] of EUR [●] of [Class E Notes]/[Class F Notes]/[Subordinated Notes].

ADAGIO XII EUR CLO DESIGNATED ACTIVITY COMPANY

By: _____

Name:

Title:

Dated:

ANNEX B
S&P RECOVERY RATES

For the purposes of the below the S&P Recovery Rate of any Loss Mitigation Obligation shall be determined on the basis that such Loss Mitigation Obligation constitutes a Collateral Debt Obligation.

(a) (i) If a Collateral Debt Obligation has an S&P Recovery Rating, or is *pari passu* with another obligation of the same Obligor that has an S&P Recovery Rating and is secured by the same collateral as such other obligation, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

S&P Recovery Rating of Collateral Debt Obligation*	Range from published reports	Initial Rated Note Rating						
		"AAA"	"AA"	"A"	"BBB"	"BB"	"B"	"CCC"
1+	100	75.0%	85.0%	88.0%	90.0%	92.0%	95.0%	95.0%
1	95	70.0%	80.0%	84.0%	87.5%	91.0%	95.0%	95.0%
1	90	65.0%	75.0%	80.0%	85.0%	90.0%	95.0%	95.0%
2	85	62.5%	72.5%	77.5%	83.0%	88.0%	92.0%	92.0%
2	80	60.0%	70.0%	75.0%	81.0%	86.0%	89.0%	89.0%
2	75	55.0%	65.0%	70.5%	77.0%	82.5%	84.0%	84.0%
2	70	50.0%	60.0%	66.0%	73.0%	79.0%	79.0%	79.0%
3	65	45.0%	55.0%	61.0%	68.0%	73.0%	74.0%	74.0%
3	60	40.0%	50.0%	56.0%	63.0%	67.0%	69.0%	69.0%
3	55	35.0%	45.0%	51.0%	58.0%	63.0%	64.0%	64.0%
3	50	30.0%	40.0%	46.0%	53.0%	59.0%	59.0%	59.0%
4	45	28.5%	37.5%	44.0%	49.5%	53.5%	54.0%	54.0%
4	40	27.0%	35.0%	42.0%	46.0%	48.0%	49.0%	49.0%
4	35	23.5%	30.5%	37.5%	42.5%	43.5%	44.0%	44.0%
4	30	20.0%	26.0%	33.0%	39.0%	39.0%	39.0%	39.0%
5	25	17.5%	23.0%	28.5%	32.5%	33.5%	34.0%	34.0%
5	20	15.0%	20.0%	24.0%	26.0%	28.0%	29.0%	29.0%
5	15	10.0%	15.0%	19.5%	22.5%	23.5%	24.0%	24.0%
5	10	5.0%	10.0%	15.0%	19.0%	19.0%	19.0%	19.0%
6	5	3.5%	7.0%	10.5%	13.5%	14.0%	14.0%	14.0%
6	0	2.0%	4.0%	6.0%	8.0%	9.0%	9.0%	9.0%

***** If a recovery range is not available for a given obligation with an S&P Recovery Rating of "1" through "6" (inclusive), the lower recovery range for the applicable S&P Recovery Rating shall apply.

S&P Recovery Rate

(ii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is an Unsecured Senior Obligation and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Loan or Senior Secured Bond (a "**Senior Secured Debt Instrument**") that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Collateral Debt Obligations Domiciled in Group A

Initial Liability Rating

S&P Recovery Rating of the Senior Secured Debt Instrument	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
	18%	20%	23%	26%	29%	31%
	18%	20%	23%	26%	29%	31%
1+	18%	20%	23%	26%	29%	31%
1	12%	15%	18%	21%	22%	23%
2	5%	8%	11%	13%	14%	15%
3	2%	4%	6%	8%	9%	10%
4						
5	0%	0%	0%	0%	0%	0%
6						

Recovery Rate

For Collateral Debt Obligations Domiciled in Group B

Initial Liability Rating

S&P Recovery Rating of the Senior Secured Debt Instrument	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
	13%	16%	18%	21%	23%	25%
	13%	16%	18%	21%	23%	25%
1+	13%	16%	18%	21%	23%	25%
1	8%	11%	13%	15%	16%	17%
2	5%	5%	5%	5%	5%	5%
3	2%	2%	2%	2%	2%	2%
4						
5	0%	0%	0%	0%	0%	0%
6						

Recovery Rate

For Collateral Debt Obligations Domiciled in Group C

S&P Recovery Rating of the Senior Secured Debt Instrument	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and below
	10%	12%	14%	16%	18%	20%
	10%	12%	14%	16%	18%	20%
1+	10%	12%	14%	16%	18%	20%
1	5%	7%	9%	10%	11%	12%
2	2%	2%	2%	2%	2%	2%
3	0%	0%	0%	0%	0%	0%
4						
5	0%	0%	0%	0%	0%	0%
6						

Recovery Rate

(iii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is not a Senior Secured Debt Instrument or an Unsecured Senior Obligation and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Debt Instrument that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Collateral Debt Obligations Domiciled in Groups A and B

Initial Rated Note Rating

S&P Recovery Rating of the Senior Secured Debt Instrument	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" / "CCC"
	8%	8%	8%	8%	8%	8%
	8%	8%	8%	8%	8%	8%
1+	8%	8%	8%	8%	8%	8%
1	5%	5%	5%	5%	5%	5%
2	2%	2%	2%	2%	2%	2%
3	0%	0%	0%	0%	0%	0%
4						
5	0%	0%	0%	0%	0%	0%
6						

For Collateral Debt Obligations Domiciled in Group C

S&P Recovery Rating of the Senior Secured Debt Instrument	"AAA"	"AA"	"A"	"BBB"	"BB"	"B" / "CCC"
	5%	5%	5%	5%	5%	5%
	5%	5%	5%	5%	5%	5%
1+	5%	5%	5%	5%	5%	5%
1	2%	2%	2%	2%	2%	2%
2	0%	0%	0%	0%	0%	0%
3	0%	0%	0%	0%	0%	0%
4						
5	0%	0%	0%	0%	0%	0%
6						

S& P Recovery Rate

(b) If an S&P Recovery Rate cannot be determined using paragraph (a) above, the S&P Recovery Rate shall be determined as follows:

Recovery rates for Obligors Domiciled in Group A, B or C:

Instrument/ country Grouping	Initial Rated Note Rating					
	"AAA"	"AA"	"A"	"BBB"	"BB"	"B"/"CCC"
Senior Secured Loans						
A	50 per cent.	55 per cent.	59 per cent.	63 per cent.	75 per cent.	79 per cent.
B	39 per cent.	42 per cent.	46 per cent.	49 per cent.	60 per cent.	63 per cent.
C	17 per cent.	19 per cent.	27 per cent.	29 per cent.	31 per cent.	34 per cent.
Senior Secured Loans that are S&P Cov-Lite Loans and Senior Secured Bonds						
A	41 per cent.	46 per cent.	49 per cent.	53 per cent.	63 per cent.	67 per cent.
B	32 per cent.	35 per cent.	39 per cent.	41 per cent.	50 per cent.	53 per cent.
C	17 per cent.	19 per cent.	27 per cent.	29 per cent.	31 per cent.	34 per cent.
Unsecured Senior Obligations, Mezzanine Obligations, High Yield Bonds (if unsubordinated) and Second Lien Loans						
A	18 per cent.	20 per cent.	23 per cent.	26 per cent.	29 per cent.	31 per cent.

B	13 per cent.	16 per cent.	18 per cent.	21 per cent.	23 per cent.	25 per cent.
C	10 per cent.	12 per cent.	14 per cent.	16 per cent.	18 per cent.	20 per cent.

High Yield Bonds (if subordinated) or PIK Securities that are not (i) Senior Secured Loans, (ii) S&P Cov-Lite Loans that are Senior Secured Loans, (iii) Senior Secured Bonds, (iv) Unsecured Senior Obligations, (v) High Yield Bonds (if unsubordinated), or (vi) Second Lien Loans

A	8 per cent.	8 per cent.	8 per cent.	8 per cent.	8 per cent.	8 per cent.
B	8 per cent.	8 per cent.	8 per cent.	8 per cent.	8 per cent.	8 per cent
C	5 per cent.	5 per cent.	5 per cent.	5 per cent.	5 per cent.	5 per cent.

Group A:	Australia, Austria, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Israel, Italy, Japan, Luxembourg, The Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, UK, U.S.
Group B:	Brazil, Czech Republic, Mexico, Poland, South Africa.
Group C:	Greece, India, Indonesia, Kazakhstan, Romania, Russia, Turkey, Ukraine, United Arab Emirates, Vietnam.

For the purposes of the above,

"**S&P Recovery Rating**" means, in respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the "Recovery Rating" assigned by S&P to such Collateral Debt Obligation based upon the tables set forth in this Annex B.

"**S&P Cov-Lite Loan**" means a Collateral Debt Obligation that is an interest in a loan, the Underlying Instruments for which do not (i) contain any financial covenants or (ii) require the Obligor thereunder to comply with any maintenance covenant (regardless of whether compliance with one or more incurrence covenants is otherwise required by such Underlying Instruments).

ANNEX C
REGIONAL DIVERSITY MEASURE TABLE

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'lvoire
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

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