

NOTICE OF EXECUTED SUPPLEMENTAL INDENTURE

ATRIUM X ATRIUM X LLC

May 31, 2017

To: The Parties Listed on Schedule I hereto.

Ladies and Gentlemen:

Reference is made to that certain Indenture dated as of June 6, 2013 (as amended, modified or supplemented, the "Indenture") among ATRIUM X, as Issuer (the "Issuer"), ATRIUM X LLC, as Co-Issuer (the "Co-Issuer," and together with the Issuer, the "Co-Issuers"), and WELLS FARGO BANK, N.A., as trustee (the "Trustee"). Capitalized terms used herein without definition shall have the meanings given to such terms in the Indenture.

I. Notice to Nominees and Custodians.

If you act as or hold Notes as a nominee or custodian for or on behalf of other persons, please transmit this notice immediately to the beneficial owner of such Notes or such other representative who is authorized to take actions. Your failure to act promptly in compliance with this paragraph may impair the chance of the beneficial owners on whose behalf you act to take any appropriate actions concerning the matters described in this notice.

II. Notice of Executed Supplemental Indenture.

Reference is further made to that certain Notice of Proposed Supplemental Indenture dated as of May 8, 2017 in which the Trustee provided notice of a proposed supplemental indenture to be entered into pursuant to Section 8.1(a)(viii)(B) of the Indenture (the "Supplemental Indenture").

Pursuant to Section 8.3(d) of the Indenture, you are hereby notified of the execution of the Supplemental Indenture dated as of May 31, 2017. A copy of the executed Supplemental Indenture is attached hereto as <u>Exhibit A</u>.

Questions regarding this notice may be directed to the attention of Kathy McCarl by telephone at (410) 884-2262, by e-mail at katherine.e.mccarl@wellsfargo.com, by facsimile at (866) 581-2180, or by mail addressed to Wells Fargo Bank, National Association, Collateralized Debt Obligations, Attn.: Katherine McCarl, MAC R1204-010, 9062 Old Annapolis, Columbia, MD 21045-1951. The Trustee may conclude that a specific response to particular inquiries from individual Holders is not consistent with equal and full dissemination of material information to all Holders. Holders of Notes should not rely on the Trustee as their sole source of information.

The Trustee does not make recommendations or give investment advice herein or as to the Notes generally.

WELLS FARGO BANK, N.A., as Trustee

Schedule I

Addressees

Holders of Notes:*

<u>Notes</u>	CUSIP* (Rule 144A)	CUSIP* (Reg S)	ISIN* (Rule 144A)	ISIN* (<u>Reg S)</u>	Common Code* (Reg S)
Class A-R Notes	04964RAM8	G0624EAF5	US04964RAM88	USG0624EAF54	161964115
Class B-1-R Notes	04964RAN6	G0624EAG3	US04964RAN61	USG0624EAG38	161964123
Class B-2 Notes	04964R AE6	G0624E AC2	US04964RAE62	USG0624EAC24	093673883
Class C-R Notes	04964RAP1	G0624EAH1	US04964RAP10	USG0624EAH11	161964158
Class D-R Notes	04964RAQ9	G0624EAJ7	US04964RAQ92	USG0624EAJ76	161964174
Class E Notes	04964T AA0	G06246 AA3	US04964TAA07	USG06246AA35	093674154
Subordinated					
Notes	N/A	G06246 AB1	N/A	USG06246AB18	093674286

Notes	Certificated CUSIP*	Certificated ISIN*
Subordinated Notes	04964T AD4	US04964TAD46

Issuer:

Atrium X c/o Estera Trust (Cayman) Limited Clifton House, 75 Fort Street George Town,Grand Cayman KY1-1108, Cayman Islands

Co-Issuer:

Atrium X LLC c/o Puglisi & Associates 850 Library Avenue, Suite 204 Newark, Delaware 19711 Attn: Donald J. Puglisi

^{*} The Trustee shall not be responsible for the use of the [CUSIP, CINS, ISIN or Common Code numbers selected, nor is any representation made as to their correctness indicated in the notice or as printed on any Note. The numbers are included solely for the convenience of the Holders.

Portfolio Manager:

Credit Suisse Asset Management, LLC One Madison Avenue New York, New York 10010 Attn: John G. Popp list.cigclonotices@credit-suisse.com

Collateral Administrator/17g-5 Information Agent:

Wells Fargo Bank, National Association 9062 Old Annapolis Road Columbia, Maryland 21045 Email: CreditSuisseTeam@wellsfargo.com

Rating Agencies:

Standard & Poor's:

E-mail: cdo_surveillance@spglobal.com

Moody's:

Email: cdomonitoring@moodys.com

Irish Stock Exchange:

28 Anglesea Street Dublin 2, Ireland

Irish Listing Agent:

McCann FitzGerald Listing Services Limited Riverside One Sir John Rogerson's Quay Dublin 2, Ireland

EXHIBIT A

EXECUTED SUPPLEMENTAL INDENTURE

Dated as of May 31, 2017

ATRIUM X, as Issuer

ATRIUM X LLC, as Co-Issuer

and

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee

SUPPLEMENTAL INDENTURE TO THE INDENTURE DATED JUNE 6, 2013

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This SUPPLEMENTAL INDENTURE dated as of May 31, 2017 (this "Supplemental Indenture") to the Indenture dated as of June 6, 2013 (as amended, modified or supplemented prior to the date hereof, the "Indenture") is entered into among ATRIUM X, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Issuer"), ATRIUM X LLC, a limited liability company formed under the laws of the State of Delaware (the "Co-Issuer" and, together with the Issuer, the "Co-Issuers"), and WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, as trustee under the Indenture (together with its permitted successors in such capacity, the "Trustee"). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the Indenture.

PRELIMINARY STATEMENT

WHEREAS, the Co-Issuers wish to amend the Indenture pursuant to Section 8.1(a)(viii)(B) of the Indenture to issue replacement securities in connection with a Partial Redemption by Refinancing in accordance with Section 9.3 of the Indenture;

WHEREAS, pursuant to the foregoing Refinancing, the Class A Notes, the Class B-1 Notes, the Class C Notes and the Class D Notes issued on June 6, 2013 (collectively, the "**Refinanced Notes**") shall be redeemed on the date hereof;

WHEREAS, the conditions set forth for entry into a supplemental indenture pursuant to Sections 8.1 and 8.3 of the Indenture have been satisfied; and

WHEREAS, the conditions set forth in Section 9.3 of the Indenture to the Partial Redemption of the Refinanced Notes by a Refinancing to be effected from the proceeds of the Refinancing Notes (as defined below) have been satisfied.

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

- 1. **Amendments**. Effective as of the date hereof upon satisfaction of the conditions set forth in Section 2 below, the following amendments are made to the Indenture pursuant to Section 8.1(a)(viii)(B) of the Indenture:
- (a) Annex A to the Indenture is amended by inserting the following new definitions in alphabetical order:

"Original Initial Rating": With respect to the Class A Notes, "Aaa (sf)" by Moody's and "AAA (sf)" by S&P, with respect to the Class B-1 Notes, "AA (sf)" by S&P, with respect to the Class C Notes, "A (sf)" by S&P, with respect to the Class D Notes, "BBB (sf)" by S&P, and with each other Class of Secured Notes, the rating or ratings, if any, indicated in Section 2.3.

"Purchased Interest": With respect to a Class of Refinancing Notes, the proceeds from the issuance thereof that are used to pay the portion of the Redemption Price of the corresponding Class of Notes being redeemed on the Refinancing Date representing all or a portion of accrued interest on such Class of Notes. On the Refinancing Date, the Issuer

shall certify to the Trustee the amount of Purchased Interest for each Class of Refinancing Notes.

"Refinancing Date": May 31, 2017.

"Refinancing Notes": The Class A-R Notes, the Class B-1-R Notes, the Class C-R Notes and the Class D-R Notes.

"Refinancing Notes Purchase Agreement": The purchase agreement dated as of the Refinancing Date, by and among the Co-Issuers and the Initial Purchaser in respect of the Refinancing Notes purchased by the Initial Purchaser on the Refinancing Date, as amended from time to time.

(b) Refinancing of the Class A Notes.

- (i) Annex A to the Indenture is amended by inserting the following new definition in alphabetical order:
 - "Class A-R Notes": The Class A-R Floating Rate Notes issued pursuant to this Indenture and having the characteristics specified in Section 2.3.
- (ii) The definition of "Class A Notes" set forth in Annex A to the Indenture is amended and restated in its entirety as follows:

"Class A Notes": Prior to the Refinancing Date, the Class A Floating Rate Notes issued on the Closing Date and, on and after the Refinancing Date, the Class A-R Notes.

- (iii) The table set forth in Section 2.3 of the Indenture is amended by inserting the table section in Annex A hereto with respect to the Class A-R Notes at the end thereof.
- (iv) Exhibit A1 to the Indenture is amended by (1) replacing all references therein to "Class A Note" with "Class A-R Note," (2) replacing all references therein to "Class A Floating Rate Notes" with "Class A-R Floating Rate Notes," (3) replacing all references therein to "Class A Floating Rate Note" with "Class A-R Floating Rate Note," (4) replacing the clause "(commencing in January 2014)" set forth therein with "(commencing in July 2017)," (5) replacing the spread of "1.12%" set forth therein with the spread set forth in the table in Annex A hereto applicable to the Class A-R Notes and (6) making such other modifications reasonably acceptable to the Trustee and the Portfolio Manager in order to make such form Notes consistent with the terms of the Class A-R Notes.

(c) Refinancing of the Class B-1 Notes.

- (i) Annex A to the Indenture is amended by inserting the following new definition in alphabetical order:
 - "Class B-1-R Notes": The Class B-1-R Floating Rate Notes issued pursuant to this Indenture and having the characteristics specified in Section 2.3.

- (ii) The definition of "Class B-1 Notes" set forth in Annex A to the Indenture is amended and restated in its entirety as follows:
 - "Class B-1 Notes": Prior to the Refinancing Date, the Class B-1 Floating Rate Notes issued on the Closing Date and, on and after the Refinancing Date, the Class B-1-R Notes.
- (iii) The table set forth in Section 2.3 of the Indenture is amended by inserting the table section in Annex A hereto with respect to the Class B-1-R Notes at the end thereof.
- (iv) Exhibit A2 to the Indenture is amended by (1) replacing all references therein to "Class B-1 Note" with "Class B-1-R Note," (2) replacing all references therein to "Class B-1 Floating Rate Notes" with "Class B-1-R Floating Rate Notes," (3) replacing all references therein to "Class B-1 Floating Rate Note" with "Class B-1-R Floating Rate Note," (4) replacing the clause "(commencing in January 2014)" set forth therein with "(commencing in July 2017)," (5) replacing the spread of "1.65%" set forth therein with the spread set forth in the table in Annex A hereto applicable to the Class B-1-R Notes and (6) making such other modifications reasonably acceptable to the Trustee and the Portfolio Manager in order to make such form Notes consistent with the terms of the Class B-1-R Notes.

(d) Refinancing of the Class C Notes.

- (i) Annex A to the Indenture is amended by inserting the following new definition in alphabetical order:
 - "Class C-R Notes": The Class C-R Deferrable Floating Rate Notes issued pursuant to this Indenture and having the characteristics specified in Section 2.3.
- (ii) The definition of "Class C Notes" set forth in Annex A to the Indenture is amended and restated in its entirety as follows:
 - "Class C Notes": Prior to the Refinancing Date, the Class C Deferrable Floating Rate Notes issued on the Closing Date and, on and after the Refinancing Date, the Class C-R Notes.
- (iii) The table set forth in Section 2.3 of the Indenture is amended by inserting the table section in Annex A hereto with respect to the Class C-R Notes at the end thereof.
- (iv) Exhibit A4 to the Indenture is amended by (1) replacing all references therein to "Class C Note" with "Class C-R Note," (2) replacing all references therein to "Class C Deferrable Floating Rate Notes" with "Class C-R Deferrable Floating Rate Notes," (3) replacing all references therein to "Class C Deferrable Floating Rate Note" with "Class C-R Deferrable Floating Rate Note," (4) replacing the clause "(commencing in January 2014)" set forth therein with "(commencing in July 2017)," (5) replacing the spread of "2.60%" set forth therein with the spread set forth in the table in Annex A hereto applicable to the Class C-R Notes and (6) making such other modifications reasonably acceptable to the Trustee and the Portfolio Manager in order to make such form Notes consistent with the terms of the Class C-R Notes.

(e) Refinancing of the Class D Notes.

- (i) Annex A to the Indenture is amended by inserting the following new definition in alphabetical order:
 - "Class D-R Notes": The Class D-R Deferrable Floating Rate Notes issued pursuant to this Indenture and having the characteristics specified in Section 2.3.
- (ii) The definition of "Class D Notes" set forth in Annex A to the Indenture is amended and restated in its entirety as follows:
 - "Class D Notes": Prior to the Refinancing Date, the Class D Deferrable Floating Rate Notes issued on the Closing Date and, on and after the Refinancing Date, the Class D-R Notes.
- (iii) The table set forth in Section 2.3 of the Indenture is amended by inserting the table section in Annex A hereto with respect to the Class D-R Notes at the end thereof.
- (iv) Exhibit A5 to the Indenture is amended by (1) replacing all references therein to "Class D Note" with "Class D-R Note," (2) replacing all references therein to "Class D Deferrable Floating Rate Notes" with "Class D-R Deferrable Floating Rate Notes," (3) replacing all references therein to "Class D Deferrable Floating Rate Note" with "Class D-R Deferrable Floating Rate Note," (4) replacing the clause "(commencing in January 2014)" set forth therein with "(commencing in July 2017)," (5) replacing the spread of "3.50%" set forth therein with the spread set forth in the table in Annex A hereto applicable to the Class D-R Notes and (6) making such other modifications reasonably acceptable to the Trustee and the Portfolio Manager in order to make such form Notes consistent with the terms of the Class D-R Notes.
- (f) The definition of "Administrator" set forth in Annex A to the Indenture is amended and restated in its entirety as follows:
 - "Administrator": Estera Trust (Cayman) Limited, a licensed trust company incorporated in the Cayman Islands, and its successors and assigns in such capacity.
- (g) The definition of "Class Scenario Default Rate" set forth in Annex A to the Indenture is amended by replacing the reference therein to "Initial Rating" with "Original Initial Rating".
- (h) The definition of "Index Maturity" set forth in Annex A to the Indenture is amended by inserting the following at the end thereof:
- "; <u>provided further</u> that, with respect to the first Interest Accrual Period in respect of the Refinancing Notes, LIBOR will be determined by interpolating between the rate for the next shorter period of time for which rates are available and the rate for the next longer period of time for which rates are available."
- (i) The definition of "Initial Purchaser" set forth in Annex A to the Indenture is amended and restated in its entirety as follows:

- "Initial Purchaser": (a) With respect to the Notes issued on the Closing Date, Credit Suisse Securities (USA) LLC, in its capacity as initial purchaser under the Purchase Agreement, and (b) with respect to the Notes issued on the Refinancing Date, MUFG Securities Americas Inc., in its capacity as initial purchaser under the Refinancing Notes Purchase Agreement.
- (j) The definition of "Interest Accrual Period" set forth in Annex A to the Indenture is amended by inserting the following at the end of the first sentence thereof:
- "; <u>provided</u> that, the first Interest Accrual Period with respect to the Refinancing Notes shall be the period from and including the Refinancing Date to but excluding the following Distribution Date."
- (k) The definition of "Restricted Trading Period" set forth in Annex A to the Indenture is amended by replacing each reference therein to "Initial Rating" with "Original Initial Rating".
- (l) Section 2.8(a) of the Indenture shall be amended by inserting the following at the end of the first sentence thereof:
- "; <u>provided</u>, that commencing on the first Distribution Date following the Refinancing Date, interest that is otherwise due and payable on each Class of Refinancing Notes will also include the full amount of the Purchased Interest, if any, with respect to such Class, until paid in full; provided that, with respect to the Class C-R Notes and the Class D-R Notes, unless such Class is the Controlling Class, to the extent sufficient funds are not available to make such payments in accordance with the Priority of Distributions on such Distribution Date, such Purchased Interest will constitute Deferred Interest".
- (m) Section 7.4 of the Indenture shall be amended by replacing the reference to "Appleby Trust (Cayman) Ltd." with "Estera Trust (Cayman) Limited".
- (n) Section 9.2(b) of the Indenture shall be amended by inserting the following at the end of the first sentence thereof:
- "; provided further that, no Class of Refinancing Notes may be subject to a Refinancing".
- (o) Section 9.3 of the Indenture shall be amended by inserting the following at the end of the first sentence thereof:
- "; provided further that, no Class of Refinancing Notes may be subject to a Partial Redemption".
 - (p) Section 14.3(a) of the Indenture is amended by:
 - (i) amending and restating clause (ii) thereof in its entirety as follows:

"the Issuer at c/o Estera Trust (Cayman) Limited, Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands, Attention: The Directors, facsimile no. (345) 949 4901, email: sf@estera.com, with a copy to Appleby (Cayman) Ltd., Clifton House, 75 Fort Street, P.O. Box 190, Grand

Cayman KY1-1104, Cayman Islands, Attention: Atrium X, telephone no.: (345) 949-4900, facsimile no. (345) 949-4901;"

(ii) amending and restating clause (iii) thereof in its entirety as follows:

"the Co-Issuer at c/o Puglisi & Associates, 850 Library Avenue, Suite 204, Newark, Delaware 19711, Attention: Donald J. Puglisi, email: dpuglisi@puglisiassoc.com;"

(iii) inserting the following at the end of clause (v) thereof:

"or MUFG Securities Americas Inc., 1221 Avenue of the Americas, 6th Floor, New York, New York 10020, as applicable;"

(iv) amending and restating clause (vii) thereof in its entirety as follows:

"the Administrator at Estera Trust (Cayman) Limited, Clifton House, 75 Fort Street, P.O. Box 1350, Grand Cayman KY1-1108, Cayman Islands, facsimile no. (345) 949-4901, email: sf@estera.com;"

- (q) Schedule 5 to the Indenture is amended by replacing each reference therein to "and the rating thereof as of the Closing Date" with "and the Original Initial Rating".
- (r) The Exhibits to the Indenture are amended to replace all references to (x) "Appleby Trust (Cayman) Ltd." with "Estera Trust (Cayman) Limited" and (y) "(345) 949-4900" with "(345) 640-0540".
- (s) The Schedules and Exhibits to the Indenture are amended as reasonably acceptable to the Trustee and the Portfolio Manager in order to make such Schedules and Exhibits consistent with the terms of the Refinancing Notes, and the Table of Contents set forth in the Indenture will be revised, if applicable, to reflect such amendments.
- 2. **Conditions Precedent.** The modifications to be effected pursuant to Section 1 above shall become effective as of the date first written above upon receipt by the Trustee of each of the following:
- (a) an Officer's certificate of each of the Co-Issuers (A) evidencing the authorization by Resolution of the execution and delivery of this Supplemental Indenture and the Refinancing Notes Purchase Agreement and the execution, authentication and delivery of the Class A-R Notes, Class B-1-R Notes, Class C-R Notes and Class D-R Notes (collectively, the "Refinancing Notes") applied for by it and specifying the Stated Maturity, principal amount and Note Interest Rate of each Class of Refinancing Notes to be authenticated and delivered, and (B) certifying that (1) the attached copy of the Resolution is a true and complete copy thereof, (2) such resolutions have not been rescinded and are in full force and effect on and as of the Refinancing Date and (3) the Officers authorized to execute and deliver such documents hold the offices and have the signatures indicated thereon;

- (b) from each of the Co-Issuers either (A) a certificate of the Applicable Issuer or other official document evidencing the due authorization, approval or consent of any governmental body or bodies, at the time having jurisdiction in the premises, together with an Opinion of Counsel of such Applicable Issuer to the effect that no other authorization, approval or consent of any governmental body is required for the valid issuance of the Refinancing Notes, or (B) an Opinion of Counsel of the Applicable Issuer to the effect that no such authorization, approval or consent of any governmental body is required for the valid issuance of such Refinancing Notes except as have been given (**provided that** the opinions delivered pursuant to clause (c) below may satisfy this requirement);
- (c) opinions of (i) Paul Hastings US LLP, special U.S. counsel to the Co-Issuers, (ii) Locke Lord LLP, counsel to the Trustee, and (iii) Appleby (Cayman) Ltd., Cayman Islands counsel to the Issuer, in each case dated the Refinancing Date, in form and substance satisfactory to the Issuer;
- (d) an Officer's certificate of each of the Co-Issuers stating that the Applicable Issuer is not in default under the Indenture and that the issuance of the Refinancing Notes applied for by it shall not result in a default or a breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any indenture or other agreement or instrument to which it is a party or by which it is bound, or any order of any court or administrative agency entered in any Proceeding to which it is a party or by which it may be bound or to which it may be subject; that all conditions precedent provided in the Indenture relating to the authentication and delivery of the Refinancing Notes applied for by it have been complied with; that all expenses due or accrued with respect to the offering of such Refinancing Notes or relating to actions taken on or in connection with the Refinancing Date have been paid or reserves therefor have been made; and that all of its representations and warranties contained in the Indenture are true and correct as of the Refinancing Date;
- (e) a letter signed by each applicable Rating Agency confirming that the Class A-R Notes are rated "Aaa(sf)" by Moody's and "AAA (sf)" by S&P, the Class B-1-R Notes are rated at least "AA+ (sf)" by S&P, the Class C-R Notes are rated at least "A (sf)" by S&P and the Class D-R Notes are rated at least "BBB (sf)" by S&P; and
- (f) an Issuer Order by each Co-Issuer directing the Trustee to authenticate the Refinancing Notes in the amounts and names set forth therein and to apply the proceeds thereof (including Purchased Interest), together with the Partial Redemption Interest Proceeds, to redeem the Class A Notes, Class B-1 Notes, Class C Notes and Class D Notes issued on the Closing Date at the applicable Redemption Prices therefor on the Refinancing Date.
- 3. **Governing Law**. THIS SUPPLEMENTAL INDENTURE AND EACH NOTE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED IN ALL RESPECTS (WHETHER IN CONTRACT OR IN TORT) BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS.

- 4. **Execution in Counterparts**. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Supplemental Indenture by electronic means (including email or telecopy) will be effective as delivery of a manually executed counterpart of this Supplemental Indenture.
- 5. Concerning the Trustee. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Co-Issuers, and the Trustee assumes no responsibility for their correctness. Except as provided in the Indenture, the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Supplemental Indenture and makes no representation with respect thereto. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct of or affecting the liability of or affording protection to the Trustee.
- 6. **No Other Changes**. Except as provided herein, the Indenture shall remain unchanged and in full force and effect, and each reference to the Indenture and words of similar import in the Indenture, as amended hereby, shall be a reference to the Indenture as amended hereby and as the same may be further amended, supplemented and otherwise modified and in effect from time to time. This Supplemental Indenture may be used to create a conformed amended and restated Indenture for the convenience of administration by the parties hereto.
- 7. **Execution, Delivery and Validity**. Each of the Co-Issuers represents and warrants to the Trustee that (i) this Supplemental Indenture has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms and (ii) the execution of this Supplemental Indenture is authorized or permitted under the Indenture and all conditions precedent thereto have been satisfied.
- 8. **Limited Recourse**. The obligations of the Co-Issuers hereunder are limited recourse obligations of the Applicable Issuer payable solely from the Collateral in accordance with the Priority of Distributions and the provisions of Section 5.4(d) of the Indenture.
- 9. **Non-Petition**. Each party and each Holder of the Class A-R Notes, the Class B-1-R Notes, the Class C-R Notes and the Class D-R Notes agrees not to, prior to the date which is one year (or, if longer, the applicable preference period then in effect) plus one day after the payment in full of all Notes, institute against, or join any other Person in instituting against, the Issuer, the Co-Issuer or any Issuer Subsidiary any bankruptcy, reorganization, arrangement, insolvency, winding up, moratorium or liquidation Proceedings, or other Proceedings under Cayman Islands, U.S. federal or state bankruptcy or similar laws, in accordance with the provisions of Section 5.4(d) of the Indenture.
- 10. **Binding Effect**. This Supplemental Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

- 11. **Direction to the Trustee**. Each of the Co-Issuers hereby directs the Trustee to execute this Supplemental Indenture and acknowledges and agrees that the Trustee will be fully protected in relying upon the foregoing direction.
- 12. **Deemed Approval**. Each purchaser of the Refinancing Notes shall be deemed to have approved the terms of this Supplemental Indenture.
- 13. **Issuance of Refinancing Notes**. The Refinancing Notes shall be issued as Rule 144A Global Notes and Regulation S Global Notes.

EXECUTED AS A DEED BY:

ATRIUM X,
as Issuer
Daniel Control of the
By: Name: Nicholas Swartz
Title: Director
Title. Birector
ATRIUM X LLC,
as Co-Issuer
us co issuer
By:
Name:
Title:
WELLS FARGO BANK, NATIONAL
ASSOCIATION,
as Trustee
Dva
By:Name:
Title:
Title.
CONSENTED TO AND AGREED:
CREDIT SUISSE ASSET MANAGEMENT, LLC,
as Portfolio Manager
and I official trimingor
By:
Name:
Title:

AT	RIUM X,
	ssuer
Ву:	
Бу.	Name:
	Title:
AT.	RIUM X LLC,
	Co-Issuer
Ву:	
	Name:
	Title:
	TICEADOODANIZ NIATIONIAI
AS	ELLS FARGO BANK, NATIONAL SOCIATION, Trustee
AS	SOCIATION, Trustee
AS: as T	SOCIATION, Trustee
AS: as T	SOCIATION, Trustee
AS:	SOCIATION, Trustee
AS: as T	SOCIATION, Trustee Stephanie Janz Vice President NSENTED TO AND AGREED:
AS: as T By: CO	SOCIATION, Trustee Stephanie Janz Vice President NSENTED TO AND AGREED:
ASS as TOO CO	SOCIATION, Trustee Name: Stephanie Janz Title: Vice President NSENTED TO AND AGREED: EDIT SUISSE ASSET MANAGEMENT, LLC
AS: as T By: CO	SOCIATION, Trustee Name: Stephanie Janz Title: Vice President NSENTED TO AND AGREED: EDIT SUISSE ASSET MANAGEMENT, LLC

EXECUTED AS A DEED BY:
ATRIUM X, as Issuer
By:Name:Title:
ATRIUM X LLC, as Co-Issuer
By: Name: Title:
WELLS FARGO BANK, NATIONAL ASSOCIATION, as Trustee
By: Name: Title:
CONSENTED TO AND AGREED:
CREDIT SUISSE ASSET MANAGEMENT, LLC, as Portfolio Manager
By: William Cuocs o Name: William Cirocco Title: Director

ANNEX A

Class Designation	Class A-R Notes	Class B-1-R Notes	Class C-R Notes	Class D-R Notes
Original Principal Amount (U.S.\$)	409,000,000	48,500,000	53,250,000	32,750,000
Stated Maturity (Distribution Date)	July 2025	July 2025	July 2025	July 2025
Note Interest Rate ⁽¹⁾				
Index	LIBOR	LIBOR	LIBOR	LIBOR
Index Maturity	3 month ⁽²⁾	3 month ⁽²⁾	3 month ⁽²⁾	3 month ⁽²⁾
Spread	0.95%	1.45%	1.95%	3.00%
Fixed Coupon	N/A	N/A	N/A	N/A
Initial Rating(s):				
S&P	AAA (sf)	AA+(sf)	A (sf)	BBB (sf)
Moody's	Aaa (sf)	N/A	N/A	N/A
Ranking:				
Priority Classes	None	A-R	A-R, B-1-R, B-2	A-R, B-1-R, B-2 C-R
Pari Passu Classes	None	B-2	None	None
Junior Classes	B-1-R, B-2, C-R, D-R, E, Subordinated Notes	C-R, D-R, E, Subordinated Notes	D-R, E, Subordinated Notes	E, Subordinated Notes
Listed Securities	Yes	Yes	Yes	Yes
Deferred Interest Notes	No	No	Yes	Yes
Applicable Issuer(s)	Co-Issuers	Co-Issuers	Co-Issuers	Co-Issuers

⁽¹⁾ Commencing on the first Distribution Date following the Refinancing Date, interest that is otherwise due and payable on each Class of Refinancing Notes will also include the full amount of the Purchased Interest, if any, with respect to such Class, until paid in full; *provided* that, with respect to the Class C-R Notes and the Class D-R Notes, unless such Class is the Controlling Class, to the extent sufficient funds are not available to make such payments in accordance with the Priority of Distributions on such Distribution Date, such Purchased Interest will constitute Deferred Interest in accordance with the Indenture.

(2)	The "Index Maturity" with respect to the first Interest Accrual Period for the Refinancing Notes will be determined by linear interpolation between the rate for the next shorter period of time for which rates are available and the rate for the next longer period of time for which rates are available.