

Grosvenor Place CLO 2013-1 B.V.

Herikerbergweg 238
Luna Arena
1101 CM, Amsterdam Zuidoost
The Netherlands

NOTICE OF AMENDMENT TO COLLATERAL MANAGEMENT AGREEMENT

23 January 2015

To: Holders of each Class of Notes of Grosvenor Place CLO 2013-1 B.V. as of 23 January 2015 (the “**Notice Record Date**”)

Cc: Addressees listed in Schedule A attached hereto

Re: *Deed of Amendment to the Trust Deed (the “**Trust Deed Amendment**”) between, amongst others, Grosvenor Place CLO 2013-1 B.V. (the “**Issuer**”) and Deutsche Trustee Company Limited as trustee (the “**Trustee**”) amending and supplementing the Trust Deed between, amongst others, the Issuer and the Trustee dated as of 5 December 2013 (the “**Trust Deed**”).*

Ladies and Gentlemen:

Introduction

We are sending you this Notice about certain amendments to the Trust Deed (including the Conditions) and the Collateral Management Agreement, and the termination of the Collateral Sub-Management Agreement as permitted pursuant to the Transaction Documents (the “**Amendments**”). The Trust Deed Amendment is attached as Schedule B. The amendment to the Collateral Management Agreement is attached as Schedule C.

Capitalised terms used in this Notice without definition are used as defined in the Trust Deed.

Overview of Amendments

By way of general overview, the Amendments effect the following changes:

- As permitted by the Transaction Documents, the manager/ sub-manager structure will be simplified as follows: (A) the collateral sub-manager, CQS Investment Management Limited will be appointed as successor Collateral Manager; and (B) the appointment of CQS Cayman Limited Partnership as Collateral Manager will be terminated.
- Accordingly, (A) the Collateral Management Agreement shall be restated to reflect CQS Investment Management Limited stepping in the role of the Collateral Manager,

(B) the Collateral Sub-Management Agreement shall be terminated, (C) all references to the Collateral Manager in the Transaction Documents shall mean CQS Investment Management Limited, and (D) and all references to the Collateral Sub-Manager in the Transaction Documents shall be deemed to be deleted.

Notice to Company Announcements Office

Condition 16 (*Notices*) of the Notes requires that so long as any Notes are listed on the Irish Stock Exchange and the rules of the Irish Stock Exchange so require, all notices to Noteholders shall be sent to the Company Announcements Office of the Irish Stock Exchange. Accordingly, the Trustee is concurrently delivering a copy of this Notice to the Company Announcements Office of the Irish Stock Exchange.

Miscellaneous

Recipients of this Notice should carefully consider the information contained in this Notice (including the attachments) together with, as applicable, their respective legal, regulatory, tax, accounting, investment and other advisors. This Notice does not furnish legal, regulatory, tax, accounting, investment or other advice to any recipient. This Notice contains summaries or overviews of certain provisions of certain documents and are qualified in their entirety by reference to, and incorporate by reference, the provisions of the actual documents (including definitions of terms).

Please direct any questions that you may have to the Issuer at Herikerbergweg 238, Luna ArenA, 1101 CM, Amsterdam Zuidoost, The Netherlands.

Thank you for your cooperation.

Very truly yours,

GROSVENOR PLACE CLO 2013-1 B.V.

By: 
Name: A. Weglau
Title: Managing Director

SCHEDULE A

ADDITIONAL ADDRESSEES

Deutsche Trustee Company Limited, as Trustee

Winchester House
1 Great Winchester Street
London EC2N 1DB

Fax: +44 207 545 3686
Attention: The Managing Director (TAS)

Fitch Ratings Limited

30 North Colonnade
Canary Wharf
London
E14 5GN
Attention: CDO Surveillance
Telephone: +44 203 530 1000
Email: london.cdosurveillance@fitchratings.com

Moody's Investors Service Limited

One Canada Square
Canary Wharf
London E14 5FA
Attention: CDO Monitoring Team
E-mail: monitor.cdo@moodys.com

SCHEDULE B
TRUST DEED AMENDMENT

Dated 23 January 2015

Between

GROSVENOR PLACE CLO 2013-1 B.V.
as Issuer

DEUTSCHE TRUSTEE COMPANY LIMITED
as Trustee

DEUTSCHE BANK AG, LONDON BRANCH
as Principal Paying Agent, Custodian, Calculation Agent, Account Bank, Exchange Agent
and Collateral Administrator

DEUTSCHE BANK TRUST COMPANY AMERICAS
as U.S. Paying Agent, Registrar and Transfer Agent

and

CQS CAYMAN LIMITED PARTNERSHIP
as Outgoing Collateral Manager

DEED OF AMENDMENT
amending the Trust Deed dated 5 December 2013 relating
to the Rated Notes and the Subordinated Notes

Cadwalader, Wickersham & Taft LLP
Dashwood House
69 Old Broad Street
London, EC2M 1QS

Tel: +44 (0) 20 7170 8700

Fax: +44 (0) 20 7170 8600

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THIS DEED OF AMENDMENT has been executed as a deed by the parties set out below on 23 January 2015

BETWEEN:

- (1) **GROSVENOR PLACE CLO 2013-1, B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands having its registered office at Herikerbergweg 238, Luna ArenAm 1101 CM, Amsterdam Zuidoost, The Netherlands (the "**Issuer**");
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED**, of Winchester House, 1 Great Winchester Street, London EC2N 2DB as trustee (the "**Trustee**", which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees under the Trust Deed) for the Noteholders and as security trustee for the Secured Parties;
- (3) **DEUTSCHE BANK AG, LONDON BRANCH**, of Winchester House, 1 Great Winchester Street, London EC2N 2DB, in its capacity as principal paying agent (the "**Principal Paying Agent**"), as account bank (the "**Account Bank**"), as custodian (the "**Custodian**"), as collateral administrator (the "**Collateral Administrator**"), as exchange agent (the "**Exchange Agent**") and as calculation agent (the "**Calculation Agent**") which terms shall include the permitted successors or assigns thereof;
- (4) **DEUTSCHE BANK TRUST COMPANY AMERICAS**, of 1761 East St. Andrew Place, Santa Ana, California, 92705, United States of America, in its capacity as U.S. Paying Agent (the "**U.S. Paying Agent**"), as registrar (the "**Registrar**") and as transfer agent (the "**Transfer Agent**") which terms shall include the permitted successors or assigns thereof; and
- (5) **CQS CAYMAN LIMITED PARTNERSHIP**, an exempted limited partnership, registered under the laws of the Cayman Islands, having its registered office at P.O. Box 242, 45 Market Street, Gardenia Court, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands, acting through its general partner, CQS Cayman General Partner, in its capacity as collateral manager (the "**Outgoing Collateral Manager**", which term includes any successor collateral manager appointed pursuant to the terms of the Collateral Management Restatement Agreement and for the avoidance of doubt, includes CQS Investment Management Limited).

WHEREAS:

- (A) The parties hereto are party to a trust deed dated 5 December 2013 (the "**Trust Deed**").
- (B) The Issuer and the Outgoing Collateral Manager desire to amend the Trust Deed in accordance with Clause 27.2(k) (*Modification*) of the Trust Deed and Condition 14(c)(xi) (*Modification and Waiver*).
- (C) The modifications and amendments contemplated by this Deed are of a formal, minor or technical nature, intending to conform the Trust Deed to reflect a permitted change of Collateral Manager.

- (D) Pursuant to a deed of amendment by and among the Issuer, the Outgoing Collateral Manager, the Trustee, the Custodian, the Collateral Administrator, the Information Agent and CQS Investment Management Limited dated on or about the date hereof, the Collateral Sub-Management Agreement shall be terminated, and all references to the Collateral Sub-Management Agreement and the Collateral Sub-Manager in the Transaction Documents shall be deemed to be deleted, and all references to the Collateral Manager in the Transaction Documents shall mean CQS Investment Management Limited. The Collateral Management Agreement shall be restated accordingly (such restatement, the “**Collateral Management Restatement Agreement**”)
- (E) The Trust Deed and this Deed will be read and construed as one document.

NOW THIS DEED WITNESSETH and it is hereby declared as follows:

1 INTERPRETATION

1.1 Definitions

Capitalised terms used in this Deed and the recitals hereto and not otherwise defined herein shall have the meanings assigned to them in Clause 1.1 (*Definitions*) of the Trust Deed. In the case of any inconsistency between such terms and the terms defined herein, the terms defined herein shall prevail for the purposes of this Deed.

1.2 In addition, in this Deed:

“**Effective Date**” means the later of:

- (a) 23 January 2015; or
- (b) the date on which counterparts hereof shall have been executed and delivered by the parties hereto.

1.3 Construction

The principles of construction set out in Clause 1.2 (*Interpretation*) of the Trust Deed will have effect as if set out in this Deed.

2 AMENDMENT OF THE TRUST DEED

2.1 On the Effective Date:

- (a) Clause 1.1 (*Definitions*) shall be amended by:
 - (i) Deleting paragraph (ii) of the proviso to the definition of “Outstanding” and inserting the following in lieu thereof:

“(ii) for the purpose of votes required in connection with the termination of the appointment of the Collateral Manager pursuant to clause 10.2 (*Termination for Cause*) of the Collateral Management Restatement Agreement, those Notes (if any) which are for the time

being held by, for the benefit of, or on behalf of, the Collateral Manager or an Affiliate thereof (as applicable) shall (unless and until ceasing to be so held) be deemed not to remain Outstanding.”

- (ii) Deleting sub-clause (e) of the definition of “Secured Obligations” in its entirety.
- (b) Clause 10.1 (*Provision of Information to the Collateral Administrator and Collateral Manager*) shall be amended by deleting the clause in its entirety and inserting the following in lieu thereof:

“The Trustee shall promptly respond to all reasonable information requests of the Collateral Manager and the Collateral Administrator in connection with their duties under the Collateral Management Restatement Agreement and to any Issuer Order by providing any information available to the Trustee by reason of its acting as Trustee hereunder (provided that disclosure of such information is not contrary to applicable law or would breach a duty of confidentiality owed by the Trustee) and required to permit the Collateral Manager or the Collateral Administrator, as the case may be, to perform its obligations under the Collateral Management Restatement Agreement.”

- (c) Clause 11.19 (*Residence*) shall be amended by deleting the clause in its entirety and inserting the following in lieu thereof:

“The Issuer shall at all times maintain its residence outside the United Kingdom, for the purpose of United Kingdom taxation and outside the United States for the purpose of United States taxation and, in addition, shall not establish a branch, agency (other than the appointment of the Collateral Manager, the Collateral Administrator and the Information Agent pursuant to the Collateral Management Restatement Agreement and the other Agents pursuant to the Agency and Account Bank Agreement), place of business (save for activities conducted by the Collateral Manager on its behalf) or other permanent establishment or register as a company or any other entity within the United Kingdom or the United States and shall not do or permit anything within its control which might result in its residence being considered to be outside The Netherlands for tax purposes.”

- (d) Clause 11.26(iv) (*Notification to the Rating Agencies*) shall be amended by deleting sub-clause (iv) in its entirety and inserting the following in lieu thereof:

“(iv) notice of any removal or resignation of the Trustee, the Collateral Manager, the Collateral Administrator or the Registrar or any appointment of a new Trustee or co-Trustee or delegate thereof, Collateral Manager, Collateral Administrator or Registrar;”

- (e) Clause 11.35 (*UK Tax Covenants*) shall be amended by:

- (i) Deleting sub-clause (f) in its entirety and inserting the following in lieu thereof:

“(f) the Managing Directors will act independently in the exercise of their functions and not merely "rubber stamp" decisions concerning the management and control of the Issuer effectively already taken by a person in the United Kingdom or elsewhere, but rather will give due consideration to decisions and make all such decisions at meetings of the Board of Managing Directors in The Netherlands, it being understood in this context that although the Managing Directors will supervise the activities of the Collateral Manager, the Collateral Manager will have responsibilities for the taking of those decisions delegated to it by the Issuer under the Collateral Management Restatement Agreement;”

- (ii) Deleting sub-clause (g) in its entirety and inserting the following in lieu thereof:

“(g) the Board has set the overall investment objectives of the Issuer which are required to be acted upon by the Collateral Manager and the parameters within which the Collateral Manager can each exercise any discretionary powers given to it;”

- (iii) Deleting paragraph (i) of sub-clause (i) in its entirety and inserting the following in lieu thereof;

“(i) will take the strategic decisions required for the purposes of the Issuer's business and will review the activities and performance of the Collateral Manager with a view to ensuring compliance with the Collateral Management Restatement Agreement; and”

- (f) Clause 22 (*Assignment by Collateral Manager*) shall be deleted in its entirety.
- (g) Clause 27.2 (*Modification*) shall be amended by deleting the reference to the Collateral Sub-Manager in the third-to-last paragraph thereof.
- (h) Clause 28.2 (*Non-Petition*) shall be amended by deleting the third paragraph in its entirety and inserting the following in lieu thereof:

“None of the Trustee, the Managing Directors, the Initial Purchaser, the Collateral Manager, the Liquidity Facility 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.”

- (i) Clause 29 (*Notices*) shall be amended by:
 - (i) Deleting the notice details of the Collateral Sub-Manager in its entirety;
 - (ii) Deleting the notice details of the Collateral Manager in its entirety and inserting the following in lieu thereof:

“To the Collateral Manager: **CQS Investment Management Limited**
5th Floor
33 Chester Street
London
SW1X 7BL

Attention: Loan Team / Loan Operations
Telephone: 020 7201 6900
Facsimile: 020 7201 1200
Email: loanoperations@cqsm.com;
loanteam@cqsm.com”

- (j) Clause 30.1 (*Further Issues*) shall be amended by deleting the clause in its entirety and inserting the following in lieu thereof:

“The Issuer may from time to time (but subject always to the provisions of this Trust Deed) and subject to the approval of the Subordinated Noteholders, the Retention Holder, the Collateral Manager and, in each case of the issuance of additional Class A-1 Notes or Class A-2 Notes, subject to the written approval of the Controlling Class, in each case of such Noteholders acting by Ordinary Resolution, create and issue further Notes having the same terms and conditions as existing Classes of Notes (subject as provided in Condition 17 (*Additional Issuances*)) which shall be consolidated and form a single series, with the Outstanding Notes of such Class and subject to the provisions set out in Condition 17 (*Additional Issuances*). In addition, the Issuer may, with the approval of the Subordinated Noteholders (acting by Ordinary Resolution), the Collateral Manager and the Retention Holder, also issue and sell additional Subordinated Notes (without issuing Notes of any other Class) having the same terms and conditions as existing Subordinated Notes (subject as provided in Condition 17 (*Additional Issuances*)) and which shall be consolidated and form a single series with the Outstanding Subordinated Notes, provided that the conditions set out in Condition 17 (*Additional Issuances*) are satisfied.”

- (k) Part B (*Form of Definitive Certificate to Regulation S Definitive Certificate Transfer Certificate of Each Class*) of Schedule 4 (*Transfer, Exchange and Registration Documentation*) shall be amended by deleting Part B in its entirety and inserting Schedule 1 hereto in lieu thereof.
- (l) Part C (*Form of Definitive Certificate to Rule 144A Definitive Certificate Transfer Certificate of Each Class*) of Schedule 4 (*Transfer, Exchange and Registration Documentation*) shall be amended by deleting Part C in its entirety and inserting Schedule 2 hereto in lieu thereof.
- (m) All references to the Collateral Manager in the Transaction Documents shall mean CQS Investment Management Limited.

2.2 The Issuer hereby certifies to the Trustee (for the benefit of the Secured Parties) that the amendments contemplated in Clause 2.1 (*Amendment of the Trust Deed*) are of a formal, minor or technical nature, intending to conform the Trust Deed to reflect a permitted change of the Collateral Manager.

3 AMENDMENT TO CONDITIONS

In accordance with Clause 2 hereof, the Conditions are hereby amended by deleting references to the Collateral Sub-Manager and the Collateral Sub-Management Agreement.

4 NOTICES

Following the Effective Date, the Issuer shall, as soon as practicable, notify each Rating Agency and the Noteholders in accordance with Condition 16 (*Notices*) of the execution of this Deed.

5 CONTINUING SECURITY

The Issuer confirms that any security created or given by it under the Trust Deed will continue in full force and effect notwithstanding (and is not in any way discharged or otherwise affected or impaired by) the amendments contemplated by this Deed and such security is confirmed by the Issuer on that basis.

6 MISCELLANEOUS

Subject to the terms of this Deed, the Trust Deed will remain in full force and effect as amended from the date of this Deed.

7 GOVERNING LAW AND JURISDICTION

7.1 Governing Law

This Deed, including any non-contractual obligations arising out of or in connection with this Deed, and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed, shall be governed by, and shall be construed in accordance with, English law.

7.2 Jurisdiction

- (a) Subject to paragraph (b) below, the parties irrevocably agree that the courts of England are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes arising (whether contractual or non-contractual) out of or in connection with this Deed or its formation (respectively, “**Proceedings**” and “**Disputes**”) and accordingly irrevocably submit to the jurisdiction of such courts.
- (b) Nothing in this clause shall (or shall be construed so as to) limit the right of the Trustee or any Secured Party to take Proceedings against the Issuer in any other country in which the Issuer has assets or in any other court of competent jurisdiction nor shall the taking of any Proceedings in one or more jurisdictions preclude the take of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

7.3 Appropriate Forum

The Issuer irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim the courts of England are not a convenient or appropriate forum for any such Proceedings or Disputes.

7.4 Appointment of Agent for Service of Process

The Issuer hereby appoints TMF Corporate Services Limited (having an office, at the date hereof, at 6 St Andrew Street, 5th Floor, London EC4R 3AE, The United Kingdom) to receive service of process on its behalf as its authorised agent for service of process in England. If for any reason such agent shall cease to be such agent for service of process, the Issuer shall forthwith appoint a new agent for service of process in England and deliver to the Trustee and the Custodian a copy of the new agent's acceptance of appointment within 15 days, failing which the Trustee and/or the Custodian shall be entitled to appoint such a new agent for service of process by written notice to the Issuer. Nothing in this Deed shall affect the right to service process in any other manner permitted by law.

8 COUNTERPARTS

This Deed and any trust deed supplemental to this Deed (and each amendment, modification and waiver in respect of it) may be executed and delivered in any number of counterparts (including by facsimile transmission), each of which will be deemed an original and all of which when taken together constitute one and the same document.

9 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

IN WITNESS whereof this Deed has been executed as a deed and is delivered on the date first above written.

SCHEDULE 1

PART B

FORM OF DEFINITIVE CERTIFICATE TO REGULATION S DEFINITIVE CERTIFICATE TRANSFER CERTIFICATE OF EACH CLASS

[Date]

Grosvenor Place CLO 2013-1 B.V. (in its capacity as Issuer)
Herikerbergweg 238
Luna ArenA, 1101 CM
Amsterdam Zuidoost
The Netherlands

Deutsche Bank Trust Company Americas (in its capacity as U.S. Paying Agent, Registrar and Transfer Agent)
1761 East St. Andrew Place
Santa Ana
California
92705
United States of America

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London
EC2N 1DB

In connection with the transfer by _____ (the "**Transferor**") of € _____ in principal amount of the [Class [●]] [Subordinated] Notes due 2026 (the "**Notes**") of Grosvenor Place CLO 2013-1 B.V. (the "**Issuer**") represented by a Definitive Certificate and to which this certificate relates to the undersigned transferee (the "**Transferee**"), the Transferee hereby represents and warrants as follows (capitalised terms used but not defined herein are used as defined in the Trust Deed):

- 1 The purchaser is located outside the United States and is not a U.S. Person.
- 2 The purchaser understands that the Regulation S 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 and any of their Affiliates, that, if it decides to resell, pledge or otherwise transfer such Regulation S Notes (or any beneficial interest or participation therein) purchased by it, any offer, sale or transfer of such Regulation S 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 D Notes issued in the form of Rule 144A Notes, in a principal amount of not less than €150,000) 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 pursuant to the terms of the Trust Deed, the Issuer has agreed that the Regulation S Notes offered in reliance on Regulation S will bear the legend set forth in Part B of schedule 1 (*Form of Regulation S Notes*) to the Trust Deed, and, on issue, will be represented by one or more Regulation S Notes. The Regulation S Notes may not at any time be held by or on behalf of U.S. Persons. Before any interest in a Regulation S Notes may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Rule 144A Notes, the transferor will be required to provide the Trustee with a written certification (in the form provided in the Trust Deed) as to compliance with the transfer restrictions.
- 4 The purchaser is not purchasing such Regulation S Notes with a view to the resale, distribution or other disposition thereof in violation of the Securities Act. The purchaser understands that an investment in the Regulation S Notes involves certain risks, including the risk of loss of its entire investment in the Regulation S 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 Regulation S Notes, including an opportunity to ask questions of, and request information from, the Issuer.
- 5 In connection with the purchase of the Regulation S Notes: (a) none of the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider 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 Trustee, the Collateral Manager, the Liquidity Facility Provider or the Collateral Administrator other than in the 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 Trustee, the Collateral Manager, the Liquidity Facility Provider 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 Regulation S 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 judgment and upon any advice from such advisors as it has

deemed necessary and not upon any view expressed by the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider 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 Regulation S 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; and (f) the purchaser is a sophisticated investor.

- 6 (a) With respect to the purchase, holding and disposition of any Class A Note, Class B Note, Class C Note or any interest in such Note (i) either (A) it 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 Notes 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 or disposition of such Notes (or interests 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 non-exempt violation of any Other Plan Law, and (ii) it will not sell or transfer such Notes (or interests therein) to an acquiror acquiring such Notes (or interests therein) unless the acquiror 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 acquiror understands that the Issuer will have the right to cause the sale of such Notes to another acquiror that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.
- (b) With respect to acquiring or holding a Class D Note, a Class E Note or a Subordinated Note in the form of a Definitive Certificate, (i) (A) it is not, and is not acting on behalf of (and will not be and will not be acting on behalf of), a Benefit Plan Investor or a Controlling Person, unless in the case of a Controlling Person, it receives the written consent of the Issuer and provides an ERISA certificate to the Issuer and the Registrar as to its status, 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 Notes or interest therein will not be, subject to any Similar Law and (2) its acquisition, holding and disposition of such Notes will not constitute or result in a non-exempt violation of any Other Plan Law and (ii) it will agree to certain transfer restrictions regarding its interest in such Notes.
- 7 The purchaser is aware that the sale of Regulation S Notes to it is being made in reliance on the exemption from registration provided by Regulation S.
- 8 The purchaser understands that the Regulation S Notes may not, at any time, be held by, or on behalf of, U.S. Persons.
- 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 provide notice to each person to whom it proposes to transfer any interest in the Regulation S Notes of the transfer restrictions and representations set forth herein.
- 11 Each holder of a Note (or any interest therein) including any transferee will (i) provide the Issuer or its agents with the Holder FATCA Information and (ii) permit the Issuer or its agents to (x) share such information with the IRS or other taxing authorities, (y) compel or effect the sale of this Note if such holder or beneficial owner fails to comply with the foregoing requirements or otherwise prevents the Issuer from qualifying as, or complying with any obligations or requirements imposed on, a "Participating FFI" within the meaning of U.S. Treasury Regulation Section 1.1471-1(b)(85) or a "deemed-compliant FFI" within the meaning of U.S. Treasury Regulation Section 1.1471-5(f), or prevents the Issuer from complying with FATCA, and (z) make other amendments to the Trust Deed to enable the Issuer to comply with FATCA. For these purposes, the Issuer may 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. Holder FATCA Information means information requested by the Issuer or an intermediary (or an agent thereof) to be provided by the holders or beneficial owners of Notes to the Issuer or an intermediary that in the reasonable determination of the Issuer or an intermediary is required to be requested by FATCA or analogous provisions of non-U.S. law (including pursuant to a voluntary agreement entered into with a taxing authority) or a related rule or a published administrative interpretation.
- 12 Each holder of a Note (or any interest therein) will be deemed to have represented and agreed to treat the Issuer and the Notes as described in the "Tax Considerations—United States Federal Income Taxation—United States Taxation of the Issuer" and "Tax Considerations—United States Federal Income Taxation—Characterisation of the Notes" section of the Offering Circular for all U.S. federal, state and local income tax purposes and to take no action inconsistent with such treatment unless required by law.
- 13 With respect to the Class E Notes and the Subordinated Notes, each holder of a Note (or any interest therein) including any transferee will agree that it is not an Affected Bank unless its acquisition has been authorized by the Issuer in writing and that if it is an Affected Bank, it is not acquiring the Note in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan within the meaning of U.S. Treasury Regulation Section 1.881-3. Each holder of a Note (or any interest therein) including any transferee will agree that the Issuer has the right to compel a beneficial owner of this Note that is an Affected Bank to sell all or a portion of its interest in a Note, or may sell all or a portion of such interest on behalf of such holder or owner. An "**Affected Bank**" is a "bank" for purposes of Section 881 of the Code or an entity affiliated with such a bank that owns, directly or indirectly, more than 33-1/3 per cent. of the aggregate outstanding amount of the Class E Notes or the Subordinated Notes and is neither (x) a United States person (within the meaning of Section 7701(a)(30) of the Code nor (y) entitled to the benefits of an income tax treaty with the United

States under which withholding taxes on interest payments made by obligors resident in the United States to such bank are reduced to 0%.

- 14 The purchaser acknowledges that the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Collateral Sub-Manager, the Liquidity Facility Provider, the Collateral Administrator the Agents and their Affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Dated.....

By:.....
(duly authorised) on behalf of Transferee

Taxpayer identification number:

Address for notices:

Telephone:
Facsimile:
Attention:
Registered name:

Wire transfer information for payments:

Bank:
Address:
Bank ABA#:
Account #:
FAO:
Attention:

Notes:

- (a) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a financial institution in good standing, notary public or in such other manner as the Registrar or the relevant Transfer Agent may require.
- (b) Any transfer of Rule 144A Notes (other than the Class D Notes) shall be in a nominal amount equal to €250,000 or any amount in excess thereof which is an integral multiple of €1,000, and any transfer of Class D Notes sold in reliance on Rule 144A shall be in a nominal amount equal to €150,000 or any amount in excess thereof which is an integral multiple of €1,000. Regulation S Notes shall be in a nominal amount equal to €100,000 or any amount in excess thereof which is an integral multiple of €1,000.

SCHEDULE 2

PART C

FORM OF DEFINITIVE CERTIFICATE TO RULE 144A DEFINITIVE CERTIFICATE TRANSFER CERTIFICATE OF EACH CLASS

[Date]

Grosvenor Place CLO 2013-1 B.V. (in its capacity as Issuer)
Herikerbergweg 238
Luna ArenA, 1101 CM
Amsterdam Zuidoost
The Netherlands

Deutsche Bank Trust Company Americas (in its capacity as U.S. Paying Agent, Registrar and Transfer Agent)
1761 East St. Andrew Place
Santa Ana
California
92705
United States of America

Deutsche Trustee Company Limited
Winchester House
1 Great Winchester Street
London
EC2N 1DB

In connection with the transfer by _____ (the "**Transferor**") of € _____ in principal amount of the [Class [●]] [Subordinated] Notes due 2026 (the "**Notes**") of Grosvenor Place CLO 2013-1 B.V. (the "**Issuer**") represented by a Definitive Certificate and to which this certificate relates to the undersigned transferee (the "**Transferee**"), the Transferee hereby represents and warrants as follows (capitalised terms used but not defined herein are used as defined in the Trust Deed):

- 1 The purchaser (a) is a qualified institutional buyer ("QIB") as defined in Rule 144A, (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 a QIB 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 D Notes issued in the

form of Rule 144A Notes, in a principal amount of not less than €150,000) for the purchaser and for each such account and (d) will provide notice of the transfer restrictions and representations set forth herein 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) 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 Rule 144A 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: (i) none of the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider or the Collateral Administrator is acting as a fiduciary or financial or investment adviser for the purchaser; (ii) the purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider or the Collateral Administrator other than in the Offering Circular for such Rule 144A Notes and any representations expressly set forth in a written agreement with such party; (iii) none of the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider 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; (iv) 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 judgment and upon any advice from

such advisers as it has deemed necessary and not upon any view expressed by the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider or the Collateral Administrator; (v) 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; and (vii) the purchaser is a sophisticated investor.

5 The purchaser and each account for which the purchaser is acquiring such Rule 144A Notes is a qualified purchaser ("QP") for the purposes of Section 3(c)(7) of the Investment Company Act. 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 D Notes issued in the form of Rule 144A Notes, in a principal amount of not less than €150,000). 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 April 30, 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 issues. 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 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) for purposes of Section 3(c)(7) of the Investment Company Act). 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 (e) 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 A Note, Class B Note, Class C Note or any interest in such Note (i) either (A) it 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 Notes 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 or disposition of such Notes (or interests 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 non-exempt violation of any Other Plan

Law, and (ii) it will not sell or transfer such Notes (or interests therein) to an acquiror acquiring such Notes (or interests therein) unless the acquiror 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 acquiror understands that the Issuer will have the right to cause the sale of such Notes to another acquiror that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

- (b) With respect to acquiring or holding a Class D Note, a Class E Note or a Subordinated Note in the form of a Definitive Certificate, (i) (A) it is not, and is not acting on behalf of (and will not be and will not be acting on behalf of), a Benefit Plan Investor or a Controlling Person, unless in the case of a Controlling Person, it receives the written consent of the Issuer and provides an ERISA certificate to the Issuer and the Registrar as to its status, 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 Notes or interest therein will not be, subject to any Similar Law and (2) its acquisition, holding and disposition of such Notes will not constitute or result in a non-exempt violation of any Other Plan Law and (ii) it will agree to certain transfer restrictions regarding its interest in such Notes.

- 7 The purchaser understands that pursuant to the terms of the Trust Deed, the Issuer has agreed that the Rule 144A Notes offered in reliance on Rule 144A will bear the legend set forth in Part B of schedule 2 (*Form of Rule 144A Notes*) to the Trust Deed), and, on issue will be represented by one or more Rule 144A Notes. The Rule 144A Notes 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 Notes may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Regulation S Notes, 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.
- 8 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.
- 9 The purchaser understands and acknowledges 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.
- 10 The purchaser will provide notice to each person to whom it proposes to transfer any interest in the Regulation S Notes of the transfer restrictions and representations set forth herein.
- 11 Each holder of a Note (or any interest therein) including any transferee will (i) provide the Issuer or its agents with the Holder FATCA Information and (ii) permit the Issuer or its agents to (x) share such information with the IRS or other taxing

authorities, (y) compel or effect the sale of this Note if such holder or beneficial owner fails to comply with the foregoing requirements or otherwise prevents the Issuer from qualifying as, or complying with any obligations or requirements imposed on, a "Participating FFI" within the meaning of U.S. Treasury Regulation Section 1.1471-1(b)(85) or a "deemed-compliant FFI" within the meaning of U.S. Treasury Regulation Section 1.1471-5(f), or prevents the Issuer from complying with FATCA, and (z) make other amendments to the Trust Deed to enable the Issuer to comply with FATCA. For these purposes, the Issuer may 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. Holder FATCA Information means information requested by the Issuer or an intermediary (or an agent thereof) to be provided by the holders or beneficial owners of Notes to the Issuer or an intermediary that in the reasonable determination of the Issuer or an intermediary is required to be requested by FATCA or analogous provisions of non-U.S. law (including pursuant to a voluntary agreement entered into with a taxing authority) or a related rule or a published administrative interpretation.

- 12 Each holder of a Note (or any interest therein) will be deemed to have represented and agreed to treat the Issuer and the Notes as described in the "Tax Considerations—United States Federal Income Taxation—United States Taxation of the Issuer" and "Tax Considerations—United States Federal Income Taxation—Characterisation of the Notes" section of the Offering Circular for all U.S. federal, state and local income tax purposes and to take no action inconsistent with such treatment unless required by law.
- 13 With respect to the Class E Notes and the Subordinated Notes, each holder of a Note (or any interest therein) including any transferee will agree that it is not an Affected Bank unless its acquisition has been authorized by the Issuer in writing and that if it is an Affected Bank, it is not acquiring the Note in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan within the meaning of U.S. Treasury Regulation Section 1.881-3. Each holder of a Note (or any interest therein) including any transferee will agree that the Issuer has the right to compel a beneficial owner of this Note that is an Affected Bank to sell all or a portion of its interest in a Note, or may sell all or a portion of such interest on behalf of such holder or owner. An "**Affected Bank**" is a "bank" for purposes of Section 881 of the Code or an entity affiliated with such a bank that owns, directly or indirectly, more than 33-1/3 per cent. of the aggregate outstanding amount of the Class E Notes or the Subordinated Notes and is neither (x) a United States person (within the meaning of Section 7701(a)(30) of the Code nor (y) entitled to the benefits of an income tax treaty with the United States under which withholding taxes on interest payments made by obligors resident in the United States to such bank are reduced to 0%.
- 14 The purchaser acknowledges that the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider, the Collateral Administrator the Agents and their Affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Dated.....

By:.....
(duly authorised) on behalf of Transferee

Taxpayer identification number:

Address for notices:

Telephone:
Facsimile:
Attention:
Registered name:

Wire transfer information for payments:

Bank:
Address:
Bank ABA#:
Account #:
FAO:
Attention:

Notes:

- (a) The signature of the person effecting a transfer shall conform to any list of duly authorised specimen signatures supplied by the registered holder or be certified by a recognised bank, notary public or in such other manner as the Registrar or the relevant Transfer Agent may require.
- (b) Any transfer of Regulation S Notes shall be in a nominal amount equal to €100,000 or any amount in excess thereof which is an integral multiple of €1,000. Rule 144A Notes (other than the Class D Notes) shall be in a nominal amount equal to €250,000 or any amount in excess thereof which is an integral multiple of €1,000, and any Class D Notes sold in reliance on Rule 144A shall be in a nominal amount equal to €150,000 or any amount in excess thereof which is an integral multiple of €1,000.

SIGNATORIES

Issuer

EXECUTED as a **DEED** by)
a duly authorised signatory of)
GROSVENOR PLACE CLO 2013-1)
B.V.)

In the presence of:
Witness Name:

Signature:

Address:

Trustee

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
was affixed to this deed in the presence of:)

Associate Director:

Associate Director:

Principal Paying Agent, Custodian, Calculation Agent, Account Bank, Collateral Administrator and Exchange Agent

EXECUTED as a **DEED**)
and delivered by duly authorised signatories of)
DEUTSCHE BANK AG, LONDON BRANCH)

Authorised Signatory:

Authorised Signatory:

Registrar, Transfer Agent and U.S. Paying Agent

EXECUTED as a **DEED** and)
delivered by two duly authorised signatories of)
DEUTSCHE BANK TRUST COMPANY AMERICAS)

Authorised Signatory:

Authorised Signatory:

Collateral Manager

SIGNED as a **DEED** for and on behalf of)
CQS CAYMAN LIMITED PARTNERSHIP,)
a limited partnership organised under the)
laws of the Cayman Islands, by a director of)
CQS CAYMAN GENERAL PARTNER who, in)
accordance with the laws of the Cayman)
Islands, is acting under authority of the)
partnership)

.....
Director

SCHEDULE C
AMENDMENT TO THE COLLATERAL MANAGEMENT AGREEMENT

Dated 23 January 2015

Between

GROSVENOR PLACE CLO 2013-1 B.V.
as Issuer

CQS CAYMAN LIMITED PARTNERSHIP
as Outgoing Collateral Manager

DEUTSCHE TRUSTEE COMPANY LIMITED
as Trustee

DEUTSCHE BANK AG, LONDON BRANCH
as Custodian and Collateral Administrator

DEUTSCHE BANK TRUST COMPANY AMERICAS
as Information Agent

and

CQS INVESTMENT MANAGEMENT LIMITED
as Outgoing Collateral Sub-Manager and Incoming Collateral Manager

DEED OF AMENDMENT
amending the Collateral Management and Administration
Agreement dated 5 December 2013 relating to
the Rated Notes and the Subordinated Notes

Cadwalader, Wickersham & Taft LLP
Dashwood House
69 Old Broad Street
London, EC2M 1QS

Tel: +44 (0) 20 7170 8700

Fax: +44 (0) 20 7170 8600

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THIS DEED OF AMENDMENT has been executed as a deed by the parties set out below on 23 January 2015

BETWEEN:

- (1) **GROSVENOR PLACE CLO 2013-1 B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands having its registered office at Herikerbergweg 238, Luna Arena, 1101 CM, Amsterdam Zuidoost, The Netherlands (the “**Issuer**”);
- (2) **CQS CAYMAN LIMITED PARTNERSHIP**, an exempted limited partnership, registered under the laws of the Cayman Islands (no. CR-14077) and having its registered office at P.O. Box 242, 45 Market Street, Gardenia Court, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands and acting through its general partner, CQS Cayman General Partner, an exempted company incorporated in the Cayman Islands and having its registered office at P.O. Box 242, 45 Market Street, Gardenia Court, Camana Bay, Grand Cayman, KY1-1104, Cayman Islands (in its capacity as collateral manager, the “**Outgoing Collateral Manager**”);
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED**, of Winchester House, 1 Great Winchester Street, London EC2N 2DB as trustee (the “**Trustee**”, which expression shall include the permitted successors and assigns thereof) as trustee for the Noteholders and as security trustee for the Secured Parties (each as defined in the Trust Deed);
- (4) **DEUTSCHE BANK AG, LONDON BRANCH**, of Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as custodian, the “**Custodian**” and, in its capacity as collateral administrator, the “**Collateral Administrator**”);
- (5) **DEUTSCHE BANK TRUST COMPANY AMERICAS**, of 1761 East St. Andrew Place, Santa Ana, California, 92705, USA in its capacity as information agent (the “**Information Agent**”); and
- (6) **CQS INVESTMENT MANAGEMENT LIMITED**, a private limited company established under the laws of England and Wales under number 05607786, and having its registered office at 5th Floor, 33 Chester Street, London SW1X 7BL (the “**Outgoing Collateral Sub-Manager**” and the “**Incoming Collateral Manager**”).

WHEREAS:

- (A) The Issuer, Outgoing Collateral Manager, Trustee, Custodian, Collateral Administrator and Information Agent are party to collateral management and administration agreement dated 5 December 2013 (the “**Collateral Management Agreement**”).
- (B) The Outgoing Collateral Manager and the Outgoing Collateral Sub-Manager are party to a collateral sub-management agreement dated 5 December 2013 (the “**Collateral Sub-Management Agreement**”).
- (C) The Issuer, the Outgoing Collateral Manager and the Incoming Collateral Manager desire to amend the Collateral Management Agreement and terminate the Collateral

Sub-Management Agreement in accordance with Clause 27(g) (*Assignments and Replacement*) and Clause 35(b) (*Entire Agreement; Amendments*) of the Collateral Management Agreement.

- (D) The prior consent of the Noteholders or any other Secured Party is not required in connection with the entering thereto of this Deed.
- (E) This Deed is supplemental to and amends the Collateral Management Agreement. The Collateral Management Agreement and this Deed will be read and construed as one document.

NOW THIS DEED WITNESSETH and it is hereby declared as follows:

1 INTERPRETATION

1.1 Definitions

Capitalised terms used in this Deed and the recitals hereto and not otherwise defined herein shall have the meanings assigned to them in Clause 1 (*Definitions*) of the Collateral Management Agreement. In the case of any inconsistency between such terms and the terms defined herein, the terms defined herein shall prevail for the purposes of this Deed.

1.2 In addition, in this Deed:

“**Effective Date**” means the later of:

- (a) 23 January 2015; or
- (b) the date on which counterparts hereof shall have been executed and delivered by the parties hereto.

1.3 Construction

The principles of construction set out in Clause 1.3 (*Interpretation*) of the Collateral Management Agreement will have effect as if set out in this Deed.

2 AMENDMENT OF THE COLLATERAL MANAGEMENT AGREEMENT

2.1 On the Effective Date:

- (a) The Incoming Collateral Manager, Issuer, Trustee, Custodian, Collateral Administrator and Information Agent will enter into the restated Collateral Management Agreement (the “**Collateral Management Restatement Agreement**”) substantially in the form attached in the Schedule hereto.
- (b) The Outgoing Collateral Manager will be released from all of its rights and obligations under the Collateral Management Agreement, and the Incoming Collateral Manager will be appointed as collateral manager to the Issuer and will, save to the extent amended by the Collateral Management Restatement

Agreement, assume all of the rights and obligations of the Outgoing Collateral Manager under the Collateral Management Agreement;

- (c) The Collateral Sub-Management Agreement shall be terminated, and all references to the Collateral Sub-Management Agreement and the Collateral Sub-Manager in the Transaction Documents shall be deemed to be deleted;
- (d) Each of the Outgoing Collateral Manager and the Collateral Sub-Manager will be released from all of respective rights and obligations under the Collateral Sub-Management Agreement; and
- (e) All references to the Collateral Manager in the Transaction Documents shall mean CQS Investment Management Limited.

2.2 The Issuer hereby certifies to the Trustee (for the benefit of the Secured Parties) that the amendments contemplated in Clause 2.1 (*Amendment of the Collateral Management Agreement*) are of a formal, minor or technical nature, intending to conform the Collateral Management Agreement to reflect a permitted change of the Collateral Manager.

3 NOTICES

Following the Effective Date, the Issuer shall, as soon as practicable, notify each Rating Agency and the Noteholders in accordance with Condition 16 (*Notices*) of the execution of the Collateral Management Restatement Agreement.

4 GOVERNING LAW AND JURISDICTION

4.1 Governing Law

This Deed, including any non-contractual obligations arising out of or in connection with this Deed, and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed, shall be governed by, and shall be construed in accordance with, English law.

4.2 Jurisdiction

- (a) Subject to paragraph (b) below, the parties irrevocably agree that the courts of England are to have exclusive jurisdiction for the purpose of hearing and determining any suit, action or proceedings and/or to settle any disputes arising (whether contractual or non-contractual) out of or in connection with this Deed or its formation (respectively, “**Proceedings**” and “**Disputes**”) and accordingly irrevocably submit to the jurisdiction of such courts.
- (b) Nothing in this clause shall (or shall be construed so as to) limit the right of the Trustee or any Secured Party to take Proceedings against the Issuer in any other country in which the Issuer has assets or in any other court of competent jurisdiction nor shall the taking of any Proceedings in one or more jurisdictions preclude the take of Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

4.3 Appropriate Forum

The Issuer irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any Proceedings and to settle any Disputes and agrees not to claim the courts of England are not a convenient or appropriate forum for any such Proceedings or Disputes.

4.4 Appointment of Agent for Service of Process

The Issuer hereby appoints TMF Corporate Services Limited (having an office, at the date hereof, at 6 St Andrew Street, 5th Floor, London EC4R 3AE, The United Kingdom) to receive service of process on its behalf as its authorised agent for service of process in England. If for any reason such agent shall cease to be such agent for service of process, the Issuer shall forthwith appoint a new agent for service of process in England and deliver to the Trustee and the Custodian a copy of the new agent's acceptance of appointment within 15 days, failing which the Trustee and/or the Custodian shall be entitled to appoint such a new agent for service of process by written notice to the Issuer. Nothing in this Deed shall affect the right to service process in any other manner permitted by law.

5 COUNTERPARTS

This Deed (and each amendment, modification and waiver in respect of it) may be executed and delivered in any number of counterparts (including by facsimile transmission), each of which will be deemed an original and all of which when taken together constitute one and the same document.

6 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

IN WITNESS whereof this Deed has been executed as a deed and is delivered on the date first above written.

SCHEDULE
FORM OF COLLATERAL MANAGEMENT
RESTATEMENT AGREEMENT

Dated 23 January 2015

Grosvenor Place CLO 2013-1 B.V.
as Issuer

CQS Investment Management Limited
as Collateral Manager

Deutsche Trustee Company Limited
as Trustee

Deutsche Bank AG, London Branch
as Custodian and Collateral Administrator

and

Deutsche Bank Trust Company Americas
as Information Agent

**COLLATERAL MANAGEMENT RESTATEMENT
AGREEMENT**

Relating to:

€202,125,000 Class A-1 Senior Secured Floating Rate Notes due 2026
€46,375,000 Class A-2 Senior Secured Floating Rate Notes due 2026
€21,000,000 Class B Senior Secured Deferrable Floating Rate Notes due 2026
€18,375,000 Class C Senior Secured Deferrable Floating Rate Notes due 2026
€22,750,000 Class D Senior Secured Deferrable Floating Rate Notes due 2026
€11,375,000 Class E Senior Secured Deferrable Floating Rate Notes due 2026
€39,550,000 Subordinated Notes due 2026

Cadwalader, Wickersham & Taft LLP
Dashwood House
69 Old Broad Street
London, EC2M 1QS

Tel: +44 (0) 20 7170 8700

Fax: +44 (0) 20 7170 8600

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COLLATERAL MANAGEMENT RESTATEMENT AGREEMENT

THIS DEED is made on 23 January 2015 between

- (1) **GROSVENOR PLACE CLO 2013-1 B.V.**, a private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of The Netherlands having its registered office at Herikerbergweg 238, Luna Arena, 1101 CM, Amsterdam Zuidoost, The Netherlands (the “**Issuer**”); and
- (2) **CQS INVESTMENT MANAGEMENT LIMITED**, a private limited company established under the laws of England and Wales under number 05607786, and having its registered office at 5th Floor, 33 Chester Street, London SW1X 7BL (the “**Collateral Manager**”);
- (3) **DEUTSCHE TRUSTEE COMPANY LIMITED**, of Winchester House, 1 Great Winchester Street, London EC2N 2DB as trustee (the “**Trustee**”, which expression shall include the permitted successors and assigns thereof) as trustee for the Noteholders and as security trustee for the Secured Parties (each as defined in the Trust Deed);
- (4) **DEUTSCHE BANK TRUST COMPANY AMERICAS** of 1761 East St. Andrew Place, Santa Ana, California, 92705, USA in its capacity as information agent (the “**Information Agent**”); and
- (5) **DEUTSCHE BANK AG, LONDON BRANCH**, of Winchester House, 1 Great Winchester Street, London EC2N 2DB (in its capacity as custodian, the “**Custodian**” and, in its capacity as collateral administrator, the “**Collateral Administrator**”).

IT IS AGREED AS FOLLOWS:

A. DEFINITIONS, INTERPRETATION, ASSUMPTIONS AND DETERMINATIONS

1 DEFINITIONS

1.1 Terms Defined in the Conditions and Trust Deed

Capitalised terms not otherwise defined in this Agreement shall have the meanings given thereto in the Conditions and the Trust Deed.

1.2 Definitions

In this Agreement the terms set out below shall have the following meanings:

“**Accountants’ Certificate**” shall mean a certificate of a firm of Independent certified public accountants of international reputation appointed by the Issuer, pursuant to Clause 13.4 (*Accountants’ Certificates*) of this Agreement.

“**Assignment**” means an interest in a loan acquired directly by way of novation or assignment.

“**Bivariate Risk Table**” means the table set out in Schedule 7 (*Bivariate Risk Table*).

“**Board**” means the board of Managing Directors of the Issuer.

“**Collateral Manager Tax Breach**” has the meaning given to it in Clause 9.4 (*Collateral Manager’s Indemnity*).

“**Collateral Quality Tests**” means those tests set out in Schedule 5 (*Collateral Quality Tests*).

“**Conditions**” means the terms and conditions of the Notes.

“**Coverage Tests**” means each of the Class A Par Value Test, the Class A Interest Coverage Test, Class B Par Value Test, the Class B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test and the Class D Interest Coverage Test as described in Schedule 6 (*The Coverage Tests*).

“**CQS Group**” means the Collateral Manager and its respective Affiliates.

“**Current Portfolio**” means the portfolio of Collateral Obligations, Collateral Enhancement Obligations, Exchanged Securities, Eligible Investments and other similar obligations or securities held by or on behalf of the Issuer from time to time existing immediately prior to the sale, maturity or other disposition of a Collateral Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment, as the case may be, or prior to the purchase of a Collateral Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment, as the case may be.

“**Dutch FSA**” means the Dutch Financial Supervision Act (*Wet op het financieel toezicht*) and its subordinate and implementing decrees and regulations (as amended or restated from time to time).

“**Dutch Ineligible Securities**” means:

- (a) all securities or interests in securities which are bearer instruments (*effecten aan toonder*) physically located in The Netherlands or registered shares (*aandelen op naam*) in a Netherlands corporate entity where the Issuer owns such bearer instruments or registered shares directly and in its own name;
- (b) all securities or interests in securities, the purchase or acquisition of which by or on behalf of the Issuer would cause the breach of applicable selling or transfer restrictions or of applicable Dutch laws relating to the offering of securities or of collective investment schemes;
- (c) shares representing 5 per cent. or more of the nominal paid up share capital of or the voting rights in a corporate entity;
- (d) obligations or instruments which are convertible into or exchangeable for shares, rights to acquire shares or derivatives referring to shares, where the shares underlying such obligations, instruments, rights or derivatives, alone or together with any shares held at any time by the Issuer, represent 5 per cent. or

more of the nominal paid up share capital of or the voting rights in a corporate entity; or

- (e) obligations or instruments which are convertible into or exchangeable for any security falling under paragraph (a) above.

“**Effective Date Report**” has the meaning given to it in Clause 19.1(d) (*Acquisition of Collateral Obligations*).

“**Eligibility Criteria**” means the criteria set out in Schedule 4 (*Eligibility Criteria*) which are required to be satisfied at the time the Issuer enters into a binding commitment to acquire a Collateral Obligation.

“**FCA**” shall mean the United Kingdom Financial Conduct Authority and any successor.

“**FCA Rules**” means the rules of the FCA as set out in the FCA’s Handbook of Rules and Guidance, as amended, varied or substituted from time to time.

“**First Lien Last Out Obligation**” means a Secured Senior Loan that, prior to a default with respect to such loan, is entitled to receive payments pari passu with other Secured Senior Loans of the same Obligor, but following a default becomes fully subordinated to other Secured Senior Loans of the same Obligor and is not entitled to any payment until such other Secured Senior Loans are paid in full.

“**Fitch Industry Category**” means each of the following categories plus any other industry category published by Fitch minus any industry category which is no longer used by Fitch at the relevant point in time:

Aerospace & Defence
Automobiles
Banking & Finance
Broadcasting & Media
Building & Materials
Business Services
Cable
Chemicals
Computer & Electronics
Consumer Products
Energy
Environmental Services
Farming & Agricultural Services
Food & Beverage & Tobacco
Food & Drug Retail
Gaming & Leisure & Entertainment
Healthcare
Industrial/Manufacturing
Lodging & Restaurants
Metals & Mining
Packaging & Containers

Paper & Forest Products
Pharmaceuticals
Real Estate
Retail (General)
Supermarkets & Drugstores
Telecommunications
Textiles & Furniture
Transportation & Distribution
Utilities

“**Fitch Maximum Weighted Average Rating Factor Test**” has the meaning given in Schedule 5 (*Collateral Quality Tests*).

“**Fitch Minimum Weighted Average Recovery Rate Test**” has the meaning given in Schedule 8 (*Recovery Rate*).

“**Fitch Rating**” has the meaning specified in Schedule 5 (*Collateral Quality Tests*).

“**Fitch Test Matrix**” has the meaning specified in Schedule 5 (*Collateral Quality Tests*).

“**Governing Instruments**” means the memorandum, articles or certificate of incorporation or association and by-laws, if applicable, in the case of a corporation, or the partnership agreement, in the case of a partnership.

“**Independent**” means, as to any person, any other person (including, in the case of a firm of accountants, any members thereof) who (i) does not have and is not committed to acquire any material direct or any material indirect financial interest in such person or in any Affiliate of such person, (ii) is not connected with such person as an officer, employee, promoter, underwriter, voting trustee, partner, director or person performing similar functions, and (iii) is not Affiliated with a firm that fails to satisfy the criteria set forth in (i) and (ii). Whenever any Independent person’s opinion or certificate is to be furnished to the Trustee, such opinion or certificate shall state that the signatory of such certificate has read this definition and that such signatory is Independent within the meaning hereof.

“**Investment Criteria Adjusted Balance**” means with respect to a Collateral Obligation, the Principal Balance of such Collateral Obligation, provided that the Investment Criteria Adjusted Balance of:

- (a) a Deferring Security shall be the lesser of:
 - (i) its Moody’s Collateral Value; and
 - (ii) its Fitch Collateral Value,
- (b) a Discount Obligation shall be the product of such obligation’s: (i) purchase price (expressed as a percentage of par); and (ii) Principal Balance, and
- (c) a Collateral Obligation which has been included in the calculation of the CCC/Caa Excess, its Market Value multiplied by its Principal Balance,

provided that if a Collateral Obligation satisfies two or more of (a) through (c) above, the Investment Criteria Adjusted Balance of such Collateral Obligation shall be calculated using the category which results in the lowest value.

“**Issuer Order**” means each order from the Collateral Manager (on behalf of the Issuer), to the Issuer and the Trustee, with a copy to the Collateral Administrator, the Account Bank, the Custodian (upon receipt of which the Custodian, the Collateral Administrator and the Account Bank shall be entitled to rely without further enquiry and without liability for so relying) and the Collateral Manager, notifying the Trustee and the Issuer:

- (a) of a proposed sale, acquisition or exercise of any rights under any Collateral Obligations, Collateral Enhancement Obligations, Exchanged Securities, Eligible Investments and, in the case of any proposed sale, directing the Trustee to release the relevant Collateral Obligations, Collateral Enhancement Obligations, Exchanged Securities, Eligible Investments, as the case may be, from the security constituted by or pursuant to the Trust Deed and/or the Euroclear Security Agreement;
- (b) of an Offer made in respect of any Collateral Obligation, Collateral Enhancement Obligation, Exchanged Securities or Eligible Investments or an option exercisable thereunder and directing the Custodian and/or the Trustee to take any action required (or directing the Trustee to direct the Custodian to take any action required) in order to take up such Offer or exercise such option in accordance with the instruction set out therein;
- (c) of a proposed transfer of funds from, to or between any of the Accounts (provided that no Issuer Order shall be required for the transfer of any amounts standing to the credit of any of the Accounts by the Collateral Administrator, acting on behalf of the Issuer, to the extent required to enable all amounts due to be paid pursuant to the Priorities of Payment on any Payment Date to be made) and directing the Trustee to direct the Account Bank to effect such transfer;
- (d) of any designation as Principal Proceeds of capitalised or accrued interest forming part of the Principal Proceeds or Sale Proceeds of any Collateral Obligation and directing the Trustee to direct the Account Bank to take any action required in order to effect such designation; and/or
- (e) any exercise of any warrant or option attached to a Collateral Obligation or comprised in a Collateral Enhancement Obligation; and/or
- (f) of any proposed purchase of Notes by the Issuer pursuant to Condition 7(k) (*Purchase*),

in each case substantially in the form set out in Schedule 1 (*Form of Issuer Order*).

“**Issuer’s Website**” means <https://tss.sfs.db.com/investpublic/>.

“**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.

“**Maturity Amendment**” means with respect to any Collateral Obligation, any waiver, modification, amendment or variance that would extend the Collateral Obligation Stated Maturity of such Collateral Obligation (whether by way of amendment and restatement of the existing facility or novation or substitution on substantially the same terms save for the maturity amendment). For the avoidance of doubt, a waiver, modification, amendment or variance that would extend the Collateral Obligation Stated Maturity of the credit facility of which a Collateral Obligation is part, but would not extend the Collateral Obligation Stated Maturity of the Collateral Obligation held by the Issuer, does not constitute a Maturity Amendment.

“**Minimum Weighted Average Coupon Test**” has the meaning given in Schedule 5 (*Collateral Quality Tests*).

“**Minimum Weighted Average Spread Test**” has the meaning given in Schedule 5 (*Collateral Quality Tests*).

“**Monthly Report**” shall have the meaning specified in Clause 15.1 (*Monthly Report*).

“**Moody’s Maximum Weighted Average Rating Factor Test**” has the meaning given in Schedule 5 (*Collateral Quality Tests*).

“**Moody’s Minimum Diversity Test**” has the meaning given in Schedule 5 (*Collateral Quality Tests*).

“**Moody’s Minimum Weighted Average Recovery Rate Test**” has the meaning given in Schedule 5 (*Collateral Quality Tests*).

“**Moody’s Rating**” has the meaning specified in Schedule 10 (*Moody’s Rating*).

“**Moody’s Test Matrix**” has the meaning specified in Schedule 5 (*Collateral Quality Tests*).

“**Outgoing Collateral Manager**” means any Collateral Manager who has resigned or been removed in accordance with the provisions of this Agreement.

“**PMP**” or “**Professional Market Party**” means “*professionele marktpartij*” within the meaning of the Dutch FSA.

“**Portfolio Profile Tests**” means the tests set out in Clause 24.1 (*The Portfolio Profile Tests*).

“**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, and

in each case, 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.

“Reinvestment Criteria” means the criteria set out in Clause 20.11 (*Reinvestment of Collateral Obligations*).

“Reinvestment Target Par Balance” means, as of any date of determination, the Target Par Amount minus: (i) the amount of any reduction in the Principal Amount Outstanding of the Notes and plus (ii) the Principal Amount Outstanding of any additional Notes issued pursuant to Condition 17 (*Additional Issuances*), or, if greater, the aggregate amount of Principal Proceeds that result from the issuance of such additional Notes.

“Related Entity” means in relation to the CQS Group, their Affiliates and others, and any fund or account managed or advised or in respect of which discretionary voting authority is exercised on behalf of such fund or account by an entity within the CQS Group.

“Scheduled Distributions” means, with respect to any Collateral Obligation, Collateral Enhancement Obligation, Eligible Investment, Exchanged Security or Hedge Transaction for each Payment Date, the scheduled payment of principal, interest, dividend, premium and/or other amount due on such Payment Date with respect to such obligation, determined in accordance with the assumptions set out in Clause 2 (*Assumptions and Determinations in Respect of the Portfolio*).

“Successor Collateral Manager” means a Collateral Manager appointed to replace the Collateral Manager pursuant to the provisions of this Agreement and which has the Dutch regulatory capacity to render cross border securities services into The Netherlands.

“Standard of Care” has the meaning given in Clause 3.2(b) (*Powers and Duties of the Collateral Manager*).

“Step-Down Coupon Security” means a security: (i) 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 (ii) 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; provided that a security that would otherwise qualify as a Step-Down Coupon Security pursuant to this definition shall not constitute a Step-Down Coupon Security if it qualifies as such solely because of a change in financial performance of the Obligor.

“**Step-Up Coupon Security**” means a security: (i) 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 (ii) 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; **provided** that a security that would otherwise qualify as a Step-Up Coupon Security pursuant to this definition shall not constitute a Step-Up Coupon Security if it qualifies as such solely because of a change in financial performance of the Obligor.

“**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.

“**Termination Payment**” means either a Currency Hedge Issuer Termination Payment or an Interest Rate Hedge Termination Payment, as the case may be.

“**Test Request**” means any notice from the Collateral Manager to the Collateral Administrator notifying the Collateral Administrator that the Issuer or the Collateral Manager acting on its behalf wishes to purchase a Collateral Obligation and requesting the Collateral Administrator to carry out the necessary tests and give the requisite certification or notify the Collateral Manager the extent to which the relevant tests were not satisfied.

“**Transaction**” means the issuance of the Notes by the Issuer on the Issue Date.

“**Trust Deed**” means the trust deed dated 5 December 2013 between, amongst others, the Issuer and the Trustee in respect of the Notes.

“**Weighted Average Life Test**” has the meaning given in Schedule 5 (*Collateral Quality Tests*).

“**Weighted Average Floating Spread**” has the meaning given to it in Schedule 5 (*Collateral Quality Tests*).

“**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.

1.3 Interpretation

- (a) All references in this Agreement to any statute or any provision of any statute shall be deemed also to refer (i) to any statutory modification or re-enactment thereof and (ii) any statutory instrument, order or regulation made thereunder or under such modification or re-enactment, in each case, whether before or after the date of this Agreement, and (iii) any successor statute or succession provision thereof.
- (b) All references in this Agreement to any agreement (including this Agreement), deed or other document, shall refer to such agreement, deed or other document as the same may be amended, supplemented, restated or modified from time to time.

- (c) In this Agreement references to Sections, Clauses, Schedules and paragraphs shall be construed as references to the Sections, Clauses, Schedules and paragraphs of this Agreement.
- (d) In this Agreement references to the Collateral Manager, the Trustee, the Custodian, the Collateral Administrator, the Information Agent or any adviser shall in each case include its successors and permitted transferees and assigns.
- (e) Any reference to “VAT” or “value added tax” shall include any interest or penalties payable thereon or in relation thereto.
- (f) Subject to the provisions of Clause 3.1(d) (*Collateral Manager to act for Trustee*) and Clause 11.2 (*Collateral Administrator to act for Trustee*), the Trust Deed and the Security granted thereunder, the performance by the Collateral Manager and the Collateral Administrator of their respective tasks and actions and the exercise of their respective rights and discretions under this Agreement shall be read and construed, unless the context requires otherwise, as a performance or exercise being undertaken by the Collateral Manager or the Collateral Administrator, as the case may be, on behalf of the Issuer.
- (g) Any reference herein to “this Agreement” means this Collateral Management Agreement, as amended from time to time.

2 ASSUMPTIONS AND DETERMINATIONS IN RESPECT OF THE PORTFOLIO

2.1 Scheduled Distributions

In connection with all calculations required to be made pursuant to this Agreement with respect to Scheduled Distributions on any Collateral Obligation, Collateral Enhancement Obligation, Eligible Investment, Exchanged Security or Hedge Transaction, or any payments on any other assets included in the Collateral, with respect to the sale of and reinvestment in Collateral Obligations, and with respect to the income that can be earned on Scheduled Distributions on such Collateral Obligations and on any other amounts that may be received for deposit in the Principal Account or the Interest Account, the provisions set forth in this Clause 2 (*Assumptions and Determinations in respect of the Portfolio*) shall be applied.

2.2 Basis of Calculation of Scheduled Distributions

All calculations with respect to Scheduled Distributions on Collateral Obligations shall be made on the basis of information regarding the terms of each such obligation and upon reports of payments, if any, made thereunder that are furnished to the Issuer by or on behalf of the Obligor of such obligation and, to the extent they are not manifestly in error and the relevant person has no actual knowledge of an error, such information or report may be conclusively relied upon in making such calculations.

2.3 Determination of Scheduled Distributions

For each Due Period and as of any Determination Date, any Scheduled Distribution in respect of any Collateral Obligation, Eligible Investment, Collateral Enhancement Obligation or Exchanged Security shall be assumed to be the minimum amount that, if paid as scheduled, will be available in the Principal Account or the Interest Account at the end of the Due Period net of withholding or similar taxes to be withheld from such payments (but taking into account gross-up payments in respect of such taxes), and shall include coupon payments, accrued interest, Scheduled Principal Proceeds (if any) by way of sinking fund payments (which shall be assumed to be made on a pro rata basis) or other scheduled amortisation of principal, return of principal, and redemption premium (if any) and any index applicable to any payments on any Collateral Obligation, Eligible Investment, Collateral Enhancement Obligation or Exchanged Security that is subject to change shall be assumed not to have changed.

2.4 Timing of Scheduled Distributions

Each Scheduled Distribution receivable in respect of any obligation in the Portfolio shall be assumed:

- (a) to have been received on the due date for payment thereof;
- (b) to have been immediately deposited in the Principal Account, the Interest Account or the Supplemental Reserve Account, as applicable; and
- (c) (except as otherwise specified) to have earned interest at the applicable rate until the date on which it is required to be available for transfer to the Payment Account for application in accordance with the Priorities of Payments.

2.5 Calculation of Expected Interest Income

For the purposes of calculating any Interest Coverage Ratio and for purposes of any of the determinations required pursuant to Clauses 19 (*Purchase of Obligations in the Portfolio*) to 21 (*Hedging Arrangements*) the expected interest income on any Floating Rate Collateral 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.

B. COLLATERAL MANAGEMENT

3 POWERS AND DUTIES OF THE COLLATERAL MANAGER

3.1 Appointment and Authority

- (a) *Appointment:* Subject to the terms, conditions and restrictions set out in this Agreement and in particular, but without limitation Clause 7.1(i) (*Collateral Manager Obligations*), the Issuer hereby appoints and gives the Collateral Manager authority to act as investment manager in connection with the Portfolio on its behalf for the purpose of performing certain investment management and related functions, including without limitation, in connection with the investment and reinvestment in Collateral Obligations and Eligible

Investments and performing certain management functions. The Collateral Manager hereby accepts such appointment.

- (b) *Authorisation:* Subject to the provisions of Clauses 6 (*Conflicts of Interest of the Collateral Manager*), 7.1(i) (*Collateral Manager Obligations*) and 9 (*Limits on Responsibility of the Collateral Manager*) and the other provisions of this Agreement and without limiting the generality of Clause 3.1(a) (*Appointment and Authority*), the Issuer hereby grants to the Collateral Manager full authority and delegates to the Collateral Manager the power to:
- (i) select, acquire or, as the case may be, dispose of on behalf of the Issuer Collateral Obligations, Collateral Enhancement Obligations, Equity Securities and Eligible Investments;
 - (ii) perform its functions with respect to the Portfolio in accordance with the terms and conditions of this Agreement, including monitoring the performance and credit quality of the Collateral Obligations on an ongoing basis;
 - (iii) effect the investment, sale or reinvestment of the Portfolio in accordance with the terms and conditions of this Agreement (including giving instructions to other persons to effect such investment, sale or reinvestment) on behalf of the Issuer;
 - (iv) undertake any disposition, conversion, exchange or tender of a Collateral Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment on behalf of the Issuer (including giving instructions to other persons to undertake such transactions) in accordance with the provisions of this Agreement;
 - (v) enter into, terminate, modify and exercise rights (on behalf of the Issuer) under any Currency Hedge Agreement or Interest Rate Hedge Agreement, each of which for the avoidance of doubt shall be deemed to include the 1992 ISDA Master Agreement (Multi-Currency Cross Border) or 2002 ISDA Master Agreement (Multi-Currency Cross Border) (or such other ISDA pro forma Master Agreement as may be published by ISDA from time to time) and the Schedule relating thereto, including any guarantee thereof, any credit support annex and each confirmation thereto;
 - (vi) assist the Collateral Administrator in the preparation of the Reports on the Portfolio and the investment performances of the assets comprising the Portfolio in the manner and on the date contemplated in this Agreement;
 - (vii) on reasonable notice from the Issuer, provide such other information (in its possession) in relation to or in connection with the Portfolio, the Eligibility Criteria, the Coverage Tests and the Portfolio Profile Tests to the Issuer as the Issuer may, from time to time, reasonably request;

- (viii) on behalf of the Issuer, to obtain any Rating Agency Confirmation, with respect to any specified action or determination requiring such, or confidential credit estimate as may be required to comply with the Conditions;
 - (ix) as and when requested by the Issuer, use its reasonable endeavours to arrange for a responsible officer of the Collateral Manager to attend a board meeting of the Issuer to report on the services provided by the Collateral Manager under this Agreement;
 - (x) on behalf of the Issuer to arrange for all relevant consents of any person specified in the relevant loan documentation to be obtained in respect of any Collateral Obligation to be acquired by the Issuer by way of Assignment;
 - (xi) to do such other things in connection with the Collateral and the Notes required pursuant to this Agreement and/or the Conditions;
 - (xii) cause the Issuer to make any drawing or repayment under the Liquidity Facility Agreement and act on behalf of the Issuer in any manner in which it is permitted to do so under the Liquidity Facility Agreement;
 - (xiii) use reasonable efforts to assist the Issuer in complying with its obligations in respect of any Hedge Transaction including assisting the Issuer in respect of any of its obligations under EMIR (including but not limited to any reporting obligations, dispute identification and resolution procedures, and portfolio reconciliation) provided that under no circumstances shall the Collateral Manager be responsible for any margining or collateral requirements under EMIR if such obligations become applicable to the Issuer. Any expenses incurred by the Collateral Manager in relation to this obligation shall constitute an Administrative Expense and shall be payable subject to and in accordance with the Priorities of Payments; and
 - (xiv) at the Issuer's written request, assist the Issuer to meet its obligations under Sections 1471 through 1474 of the US Internal Revenue Code of 1986 (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code.
- (c) *Authority:* The Collateral Manager's duties and authority to act as Collateral Manager hereunder are limited to the duties and authority specifically provided for in this Agreement. The Collateral Manager shall not be deemed to assume the rights or obligations of the Issuer under the Notes, the Trust Deed or under any other document or agreement to which the Issuer is a party. Notwithstanding any other express or implied provision to the contrary in this Agreement, the activities of the Collateral Manager pursuant to this Agreement shall be subject to the overall policies and control of the Managing

Directors of the Issuer with respect to determining the mandate granted to the Collateral Manager under this Agreement. The Collateral Manager's performance of its obligations under this Agreement will be regularly reviewed by the Issuer.

- (d) *Collateral Manager to act for Trustee:* At any time after an Event of Default or Potential Event of Default shall have occurred the Trustee may, by notice in writing to the Issuer, the Agents and the Collateral Manager, require the Collateral Manager, so far as permitted by any applicable law or by any regulation having general application, and until notified by the Trustee to the contrary, to:
- (i) act thereafter as Collateral Manager on behalf of the Trustee in relation to all powers and duties of the Collateral Manager otherwise owing to the Issuer in respect of the Collateral pursuant to this Agreement *mutatis mutandis* on the terms provided in this Agreement (save that the Trustee's liability under any provisions herein contained for the indemnification, remuneration and expenses of the Collateral Manager shall be limited to the amounts for the time being held by the Trustee on the terms of the Trust Deed); or
 - (ii) deliver up all moneys, documents and records held by it in respect of the Collateral to the Trustee or as the Trustee shall direct in such notice, provided that such notice shall be deemed not to apply to any document or record which the Collateral Manager is obliged not to release by any applicable law or regulation.

3.2 Powers and Duties of the Collateral Manager

- (a) The Collateral Manager will be responsible for the management of the Collateral Obligations, including, without limitation, evaluating, selecting and monitoring the Collateral Obligations, directing the Issuer and the Collateral Administrator with respect to, and effecting (on behalf of the Issuer), acquisitions and sales of Collateral Obligations, exercising voting or other rights with respect to the Collateral Obligations, attending meetings and otherwise representing the interests of the Issuer in connection with the management of the Collateral Obligations, providing notices to and requesting, directing, disputing and approving action on the part of the Issuer and certain related functions. In addition, pursuant to the terms of this Agreement, the Collateral Manager will be authorised to assist the Issuer with respect to any Hedge Agreements (to the extent any such agreement is entered into by the Issuer).
- (b) *Standard of Care:* Pursuant to the terms herein, the Collateral Manager will be required to perform its obligations (including in respect of any exercise of discretion) with reasonable care, (i) in a manner consistent with practices and procedures generally followed by prudent institutional collateral managers of international standing, managing assets of the nature of those comprised in the Portfolio, except where such action is expressly provided for or is in accordance with this Agreement or the Trust Deed, and (ii) to the extent not inconsistent with the foregoing, in a manner consistent with the Collateral

Manager's customary standards, policies and procedures in performing its duties under the Transaction Documents (the "**Standard of Care**").

- (c) *Exercise of Rights:* In performing its obligations the Collateral Manager shall take into consideration, among other things:
- (i) the payment obligations of the Issuer on each Payment Date;
 - (ii) the Conditions;
 - (iii) the expenses of the Issuer (including, without limitation, possible break costs under the hedging arrangements which may be incurred in respect of the sale of any Collateral Obligation);
 - (iv) the provisions of any Currency Hedge Agreement and/or any Interest Rate Hedge Agreement;
 - (v) amounts on deposit in the Accounts; and
 - (vi) the Priorities of Payment,

with an objective being that scheduled distributions on the Portfolio will permit timely performance by the Issuer of its obligations under paragraphs (i) through (iv) (inclusive) above. Each of the Issuer and the Trustee acknowledges that the Collateral Manager does not hereby guarantee that sufficient funds will be available on each Payment Date to satisfy such payment obligations.

- (d) *Trust Deed:* The Collateral Manager shall act in a manner consistent with the provisions of the Trust Deed in performing the duties and functions to be performed by it pursuant to this Agreement. The Issuer agrees that it shall not consent to any amendment to the Trust Deed (including the Conditions) that affects the rights or obligations of the Collateral Manager without its prior written consent.
- (e) *Actions to be taken by the Collateral Manager:* The Collateral Manager may, as agent of the Issuer, take any of the following actions, or direct the Custodian to take any of the following actions (if applicable), with respect to a Collateral Obligation, Exchanged Security, Collateral Enhancement Obligation or Eligible Investment prior to the Collateral Manager being notified by the Trustee that the security over the Collateral pursuant to the Trust Deed has become enforceable and subject to, and in accordance with, the provisions of this Agreement and the Trust Deed:
- (i) retain such Collateral Obligation, Exchanged Security, Equity Security, Collateral Enhancement Obligation or Eligible Investment;
 - (ii) sell or otherwise dispose of such Collateral Obligation, Equity Security, Exchanged Security, Collateral Enhancement Obligation or Eligible Investment in the open market or otherwise;
 - (iii) if applicable, tender such Collateral Obligation pursuant to an Offer;

- (iv) if applicable, consent to or refuse to consent to any proposed amendment, modification or waiver pursuant to an Offer;
- (v) retain or dispose of any securities or other property (if other than cash) received pursuant to an Offer;
- (vi) waive a default with respect to any Defaulted Obligation;
- (vii) vote to accelerate the maturity of any Defaulted Obligation;
- (viii) participate in a committee or group formed by creditors of an issuer or an obligor under such Collateral Obligation, Collateral Enhancement Obligation, Equity Security or Eligible Investment;
- (ix) exercise any other rights or remedies or take any other action with respect to such Collateral Obligation, Collateral Enhancement Obligation, Equity Security or Eligible Investment as provided in the Underlying Instruments of the issuer of or obligor under such obligation or the documents governing the terms of such obligation;
- (x) exercise any warrants or options attached to a Collateral Obligation or comprised in a Collateral Enhancement Obligation; and
- (xi) facilitate actions required in connection with the Effective Date in accordance with the Conditions,

provided that, in no event shall the Collateral Manager acquire or enter into a commitment to acquire, on any date on or after the Issue Date, on behalf of the Issuer, Collateral Obligations with an aggregate purchase price (together with any other costs of, or incidental to, purchase) that exceeds the aggregate principal amount of cash and Eligible Investments which are on deposit in the Accounts and which are available to be used for the purchase of Collateral Obligations, together with any other proceeds which are immediately available to the Collateral Manager as reflected in information and reports furnished by the Collateral Administrator and which are (or on the subsequent date of purchase will be) available for such purchase in accordance with the terms hereof.

- (f) *Execution:* The Collateral Manager shall have the power to execute and deliver all necessary or appropriate documents and instruments on behalf of the Issuer with respect to the Collateral, to carry out its duties under this Agreement, including, without limitation, any instruments of transfer or other agreements or documents relating to the Portfolio, the Liquidity Facility Agreement, any Currency Hedge Transactions or Interest Rate Hedge Transactions (which the Issuer has authorised the Collateral Manager to enter into on its behalf, whether under the provisions of this Agreement or otherwise), and to inform the Issuer in respect of all actions to be taken by the Collateral Manager on the Issuer's behalf thereunder. The Collateral Manager shall inform the Issuer of any requested action in respect of which it is not possible for the Collateral Manager to act as the Issuer's agent.

- (g) *Monitoring of Portfolio:* The Collateral Manager shall, on behalf of the Issuer, monitor the Portfolio, the Liquidity Facility, any Interest Rate Hedge Transactions and any Currency Hedge Transactions on an ongoing basis and shall be responsible for obtaining, to the extent practicable, from sources of information normally available to it, any information concerning whether a Collateral Obligation has become a Defaulted Obligation, an Exchanged Security, an Equity Security, a Credit Risk Obligation or a Credit Improved Obligation and for providing on behalf of the Issuer, each Rating Agency (in the event such Rating Agency is requested to provide a credit estimate with respect to a loan or security) with any information (including any report, or accounts or other financial information and including any updates of such information on an annual basis, as reasonably required by any such Rating Agency from time to time) necessary for any of the Rating Agencies to provide or maintain such estimate to the extent the Collateral Manager has or can reasonably obtain such information and is permitted to do so.
- (h) *Exercise of Rights:* Prior to the Collateral Manager being notified by the Trustee that the security over the Collateral pursuant to the Trust Deed or the Euroclear Security Agreement has become enforceable and subject to, and in accordance with, the provisions of this Agreement and the Trust Deed, the Collateral Manager is authorised to exercise all rights and remedies of the Issuer in its capacity as a holder of, or the person beneficially entitled to, any of the Portfolio. In particular, within the mandate granted to it under this Agreement the Collateral Manager may, on behalf of the Issuer, attend or vote at any meeting of holders of, or other persons interested or participating in, or entitled to the rights or benefits under, any of the Portfolio, give any consent, waiver, indulgence, time or notification or make any declaration in relation to such part of the Portfolio, on behalf of the Issuer, give up, waive or forego any of the Issuer's rights and/or entitlements under any part of the Portfolio or agree any composition, compounding or other similar arrangement with respect to any part of the Portfolio.
- (i) *Offers and Options:* In the event that any obligation in the Portfolio (or any coupon or receipt relating thereto) is required to be presented and/or surrendered to the obligor thereunder or any agent thereof in connection with the exercise of any option or other right thereunder or the acceptance of any Offer relating thereto, the Collateral Manager shall complete an Issuer Order setting out in reasonable detail the requirement to present and/or surrender such obligation or any evidence thereof and the procedures required (if applicable) in order to exercise such option or accept such Offer. The Collateral Manager shall take all such other action, on behalf of the Issuer, as may be required in connection therewith and shall deliver such Issuer Order to the Trustee (with a copy to the Collateral Administrator, the Custodian and the Account Bank on behalf of the Issuer) at least two Business Days prior to the date on which any presentation or surrender of such obligation or other action is required.
- (j) *Release:* Upon receipt of an Issuer Order, the Trustee shall (provided no Event of Default or Potential Event of Default has occurred and is continuing) countersign the same without liability for doing so, which countersignature

shall operate to release the applicable obligation or funds from the security as specified in the Issuer Order. The Trustee shall, where relevant, promptly thereafter forward a copy of such countersigned Issuer Order to the Custodian, and delivery thereof shall constitute instructions to the Custodian to deliver any such obligation, if in physical form, duly endorsed to the broker or purchaser designated in such Issuer Order or, if such obligation is held within a clearing system in uncertificated form, cause an appropriate transfer thereof to be made, in each case against receipt of the sales price therefor as set forth in such Issuer Order (upon which instructions the Custodian shall be entitled to rely without further enquiry and without liability for so relying).

- (k) *Information:* Subject to Clause 25 (*Confidentiality*) or other legal or regulatory restrictions, the Collateral Manager shall provide to the Issuer and shall, on behalf of the Issuer, provide to the Collateral Administrator and the Independent certified public accountants appointed pursuant to this Agreement, all reports, data and other information (including, without limitation, any letters of representations) which are in its possession in its capacity as Collateral Manager relating to the Collateral that such party may require in connection with monitoring the performance of the Portfolio and the Transaction following the Issue Date or that the Collateral Administrator or such accountants may require in connection with the proper performance of their respective obligations under the Transaction Documents. The Issuer shall take such other action and furnish such certificates, opinions and other documents as may be reasonably requested by the other parties for the purpose of this Agreement and to ensure compliance with applicable laws and regulations and the terms of this Agreement.
- (l) *Purchase of Notes:* In connection with its powers and duties under this Agreement, the Collateral Manager may take decisions on behalf of the Issuer in connection with the exercise of the rights of the Issuer to purchase Notes in accordance with Condition 7(k) (*Purchase*).
- (m) *Notification:* The Collateral Manager shall notify the Issuer of any material change in its ownership or corporate structure (excluding any intra-group reorganisation) as soon as reasonably practicable after any such change.
- (n) *Compliance:* The Collateral Manager shall comply with applicable conduct of business rules under English and Dutch law.

3.3 Power of Attorney

The Issuer by this Agreement makes, constitutes and appoints the Collateral Manager, with full power of substitution, as its true and lawful agent and attorney, with full power and authority in its name, place and stead, to sign, execute, certify, swear to, acknowledge, deliver, file, receive and record any and all documents that the Collateral Manager reasonably deems appropriate or necessary in connection with the Collateral Manager's powers and duties under this Agreement. The foregoing power of attorney is by this Agreement declared to be irrevocable, is given as security for the interests of the Collateral Manager hereunder and will, to the fullest extent of any applicable mandatory law survive and not be affected by the subsequent bankruptcy or insolvency or dissolution of the Issuer; provided that this power of attorney will

expire, and the Collateral Manager will cease to have any power to act as the Issuer's attorney, upon the earlier of the termination of this Agreement, the resignation or removal of the Collateral Manager in accordance with the terms hereof and the enforcement of the security created under the Trust Deed or the Collateral Manager being appointed as the Trustee's agent pursuant to Clause 3.1(d) (*Collateral Manager to act for Trustee*). The Issuer will, from time to time, execute and deliver to the Collateral Manager, or cause to be executed and delivered to the Collateral Manager, all such other powers of attorney, proxies, instruments, documents and assurances as the Collateral Manager may reasonably request for the purpose of enabling the Collateral Manager to exercise the rights and powers which it is entitled to exercise pursuant to this Agreement.

3.4 Execution

- (a) The Collateral Manager shall use all reasonable efforts, in accordance with its published best execution policy, to obtain best execution of all orders placed or executed by it in carrying out its obligations under this Agreement, pursuant to the rules of the FCA implementing the Markets in Financial Instruments Directive (2004/39/EC). The Issuer consents to the Collateral Manager effecting transactions outside a regulated market or multilateral trading facility (as such terms are defined in the FCA Rules), and to the Collateral Manager agreeing not to display any unfilled limit orders of the Issuer.
- (b) Subject to the obligations of the Collateral Manager under the FCA Rules and the authority and acknowledgements set forth herein, the Collateral Manager may execute any transaction it enters into on behalf of the Issuer in relation to the Collateral in accordance with the terms of this Agreement and the Collateral Manager's execution policy (receipt of a copy of which is hereby acknowledged by the Issuer). Any such transaction may be executed by the Collateral Manager with or through itself or any Collateral Manager Related Person as agent or as principal as it shall determine in its sole discretion or may be a transaction in which the Collateral Manager and/or Collateral Manager Related Persons have interests.
- (c) Subject to its obligations under the FCA Rules, this Agreement and its Execution Policy, the Collateral Manager may pay Affiliates a reasonable fee for the service carried out under this Clause 3 (*Powers and Duties of the Collateral Manager*). In respect of all transactions entered into by the Collateral Manager on behalf of the Issuer, the Collateral Manager shall be authorised and entitled to retain any commissions, remuneration or profits which may be earned in such transactions and shall not be liable to account for the same to the Issuer, and the Collateral Manager's fees as set forth in Clause 8 (*Fees and Expenses of the Collateral Manager*) shall not be abated thereby, provided that the Collateral Manager may not receive any commission or remuneration from any third party to which it introduces business of the Issuer without the written consent of the Issuer.

3.5 Legal and Regulatory Compliance

The Collateral Manager hereby represents and warrants, as from the Closing Date and at all times thereafter, that it has the regulatory capacity, all due authorisations,

consents and licences required under any applicable law or regulation, and that it is authorised and regulated by the FCA in relation to the conduct of its investment business in the United Kingdom and to render investment services to the Issuer. The Collateral Manager undertakes to take all such action as may be required to ensure that it is in compliance with and performs its obligations under this Agreement in compliance with any laws, regulations or requirements applicable to it in the performance of its obligations under this Agreement including, without limitation, the FCA Rules (and the laws and regulations of The Netherlands). The provisions of Schedule 12 (*Additional FCA Provisions*) to this Agreement shall apply to, and take effect in connection with, this Agreement.

4 RELIANCE ON COLLATERAL ADMINISTRATOR, LEGAL COUNSEL, INDEPENDENT ACCOUNTANTS AND COLLATERAL MANAGER

4.1 Receipt of Information from the Collateral Administrator

In the performance of certain functions specified in Clause 3 (*Powers and Duties of the Collateral Manager*), the Collateral Manager is only able to fulfil its duties following receipt from the Collateral Administrator of certain calculations and/or certain confirmations. In the event the Collateral Administrator fails to give any such confirmations/calculations, the Collateral Manager shall not incur any liability for failing to comply with those obligations pursuant to Clause 3 (*Powers and Duties of the Collateral Manager*) to the extent such failure is attributable to the failure of the Collateral Administrator to provide such confirmation/calculation.

4.2 Reliance on Legal Counsel and Independent Accountants

The Collateral Manager shall be entitled to rely on the advice of legal counsel and Independent accountants in performing its duties hereunder and shall be deemed to have acted in good faith if it acts in accordance with such advice.

5 BROKERAGE

5.1 Brokerage

The Collateral Manager may, in the allocation of brokerage business as part of the management services provided under this Agreement, take into consideration all factors it deems relevant, including the nature of the market for such securities or other obligations, the timing, any general market trends, the reputation of the dealers involved, research and other related brokerage services furnished to the Collateral Manager or its Affiliates by brokers which are not Affiliates of the Collateral Manager. Such services may be used by the Collateral Manager in connection with its other management or advisory activities or investment operations. The Collateral Manager may, but is under no obligation to, aggregate sales and purchase orders with respect to a transaction with similar orders being made simultaneously for other accounts managed by the Collateral Manager or with accounts of its Affiliates, provided that, in the Collateral Manager's reasonable judgement, such aggregation shall not result in an overall economic disadvantage to the Issuer, taking into consideration the selling or purchase price, brokerage commission or other expenses. When a transaction occurs (in accordance with the terms of this Agreement) as part of

any aggregate sales or purchase orders, the objective of the Collateral Manager (and any of its Affiliates involved in such transactions) will be to allocate the executions among the accounts in an equitable manner. The Issuer acknowledges that the determination of any economic advantage or disadvantage by the Collateral Manager is subjective and represents the Collateral Manager's evaluation at the time of all the applicable circumstances of such purchase or sale. The Collateral Manager shall not be responsible for any loss incurred by reason of any act or omission of any broker-dealer which effects transactions with respect to any assets provided that the Collateral Manager has exercised the standard of conduct described in Clause 3.2(b) (*Standard of Care*).

6 CONFLICTS OF INTEREST OF THE COLLATERAL MANAGER

6.1 Principal Trades, Cross Transactions and Commissions

The Collateral Manager, acting on behalf of the Issuer, may conduct principal trades with itself and any member of the CQS Group, subject to applicable law. The Collateral Manager may also effect client cross transactions where the Collateral Manager causes a transaction to be effected between the Issuer and a Related Entity. Client cross transactions enable the Collateral Manager, acting on behalf of the Issuer, to purchase or sell a block of securities for the Issuer at a set price and possibly avoid an unfavourable price movement that may be created through entrance into the market with such purchase or sell order. In addition, with the prior authorisation of the Issuer, which can be revoked at any time, the Collateral Manager may enter into agency cross transactions where either of them or any member of the CQS Group acts as broker for the Issuer and for the other party to the transaction, in which case any such member of the CQS Group will receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to the transaction. Also with the prior authorisation of the Issuer and in accordance with Section 11(a) of the Exchange Act, and regulation 11a2-2(T) thereunder (or any similar rule that may be adopted in the future), the Collateral Manager may effect transactions for the Issuer on a national securities exchange of which either of them or any member of the CQS Group is a member and retain commissions in connection therewith. Although the members of the CQS Group anticipate that the commissions, mark ups and mark downs charged by the members of the CQS Group will generally be competitive, the Collateral Manager may have interests in such transactions that are adverse to those of the Issuer, such as an interest in obtaining favourable commission rates, mark ups and mark downs.

6.2 Conflicts of Interest

The Collateral Manager and members of the CQS Group may each engage in other business and furnish investment management and advisory services to other entities, including Related Entities whose investment policies may differ from those followed by the Collateral Manager on behalf of the Issuer. The Collateral Manager and members of the CQS Group may make recommendations or effect transactions, which differ from those effected with respect to the Collateral Obligations. In addition, the Collateral Manager and members of the CQS Group may, from time to time, cause or direct Related Entities to buy or sell, or may recommend to Related Entities, the buying and selling of, securities of the same or of a different kind or class of the same

obligor as securities which are part of the Collateral which the Collateral Manager directs to be purchased or sold on behalf of the Issuer. Therefore, the Collateral Manager and other members of the CQS Group may at certain times be simultaneously seeking to purchase or sell the same or similar investments for the Issuer, for any Related Entity or for itself or a member of the CQS Group. Likewise, the Collateral Manager may, on behalf of the Issuer, make an investment in an issuer or obligor in which a member of the CQS Group or a Related Entity is already invested or has co-invested. The Collateral Manager will allocate investment opportunities on an equitable basis between the Issuer and its other clients, including any Related Entities. Situations may occur where the Issuer could be disadvantaged because of the investment activities conducted by the Collateral Manager for the Related Entities. There is no assurance that the Issuer will hold the same investments or perform in a substantially similar manner as any member of the CQS Group or a Related Entity. There is also a possibility that the Issuer will invest in opportunities declined by members of the CQS Group for the accounts of others or for their own accounts. In making investments on behalf of a Related Entity, the Collateral Manager in its discretion may, but is not required to, aggregate orders for the Issuer with such other orders, notwithstanding that depending upon market conditions, aggregated orders can result in a higher or lower average price.

No provision in this Agreement prevents the Collateral Manager or any other member of the CQS Group from rendering services of any kind to any person or entity or engaging in any other investment and/or business activities. Without limiting the generality of the foregoing, the Collateral Manager, any member of the CQS Group and their respective directors, officers, partners, members, employees and agents may, among other things: (a) serve as directors, partners, officers, members, employees, agents, nominees or signatories for any issuer of any obligation included in the Collateral Obligations; (b) receive fees for services rendered to the issuer of any obligation included in the Collateral Obligations or any Affiliate thereof; (c) be retained to provide services unrelated to this Agreement to the Issuer and be paid therefor; (d) be a secured or unsecured creditor of, or hold an equity interest in, any issuer of any obligation included in the Collateral Obligations; (e) sell any Collateral Obligations or Eligible Investments to, or purchase from, or enter into any Collateral Obligations with, the Issuer while acting in the capacity of principal or agent; and (f) serve as a member of any “creditors’ board” with respect to any obligation included in the Collateral Obligations which has become or may become a Defaulted Obligation. Services and activities of this kind may lead to conflicts of interest with the Collateral Manager and may lead individual directors, officers, partners, members, or employees of the members of the CQS Group (including the Collateral Manager) to act in a manner adverse to the Issuer.

The Collateral Manager, the other members of the CQS Group and their directors, partners, members, officers and employees may also have ongoing relationships with the issuers of Collateral and they and other clients of the CQS Group (including any Related Entity) may own securities or obligations issued by issuers of Collateral. As a result, members of the CQS Group or a Related Entity may possess information relating to issuers of Collateral Obligations which may not be known to the individuals at the Collateral Manager responsible for monitoring the Collateral Obligations and performing the other obligations under this Agreement. Members of the CQS Group may, in particular, either for their own account or for the accounts of

others, invest in loans or securities that are senior to, junior to, or have interests different from, or adverse to, the loans or securities that are acquired on behalf of the Issuer. There may be occasions when one or more members of the CQS Group or a Related Entity holds at the same time investments on account of different investment vehicles in different parts of the capital structure of an obligor, for example senior and mezzanine debt.

Notwithstanding the foregoing, the Collateral Manager will take all reasonable steps in accordance with its Conflicts of Interest Policy maintained in accordance with FCA Rules, to manage any conflict between its own interest or those of its Affiliates and the interests of the Issuer, or between the interests of its other clients and those of the Issuer, that may arise in the course of any other business carried on by the Collateral Manager or any Related Entity. Where it is not reasonably confident that the measures taken in accordance with the policy of the Collateral Manager for managing conflicts as required under the FCA Rules (the “**Conflicts of Interest Policy**”) are sufficient to manage a particular conflict affecting the Issuer, it will inform the Issuer as appropriate of the general nature or source of that conflict before undertaking the activity in question.

6.3 Principal or Agent

Nothing contained in this Agreement shall prevent the Collateral Manager or any of its Affiliates, acting either as principal or agent on behalf of others, from buying or selling, or from recommending to or directing any other account to buy or sell, at any time, securities of the same kind or class, or securities or other obligations of a different kind or class of the same obligor, as those directed by the Collateral Manager (acting on behalf of the Issuer) to be purchased or sold hereunder. It is understood that, to the extent permitted by applicable law and conduct of business rules, the Collateral Manager, its Affiliates, and any officer, partner, member, director, stockholder or employee of the Collateral Manager or any such Affiliate or any member of their families or a Person or entity managed or advised by the Collateral Manager (including any funds managed or advised by the Collateral Manager or its Affiliates) may have an interest in a particular transaction or in securities or other obligations of the same kind or class, or securities or other obligations of a different kind or class of the same obligor, as those whose purchase or sale the Collateral Manager may direct hereunder.

6.4 Refrain from Acting

The Collateral Manager may refrain from directing the purchase or sale hereunder of securities or other obligations of (a) Persons of which the Collateral Manager, its Affiliates or any of their or their Affiliates’ officers, partners, directors or employees are partners, directors or officers, (b) Persons for which the Collateral Manager or any of its Affiliates (including any funds managed or advised by the Collateral Manager or its Affiliates) acts as financial adviser, collateral manager or underwriter or (c) Persons about which the Collateral Manager or any of its Affiliates have information which the Collateral Manager deems confidential, non-public, price sensitive or which otherwise might prohibit it from trading such securities or other obligations in accordance with applicable laws including, without limitation, any insider dealing or market abuse laws. The Collateral Manager shall not be obligated to pursue with

respect to the Portfolio any particular investment opportunity of which it becomes aware.

6.5 Regulatory Requirements

The Issuer acknowledges that the ability of the Collateral Manager and its Affiliates to effect and/or recommend transactions may be restricted by applicable regulatory requirements in the United Kingdom, the United States, The Netherlands or elsewhere and/or by the Collateral Manager's internal policies designed to comply with such requirements. As a result, there may be periods when the Collateral Manager will not initiate certain types of transactions in certain investments (for example, when aggregated position limits have been reached) and, in any such case, the Issuer will, subject to Clause 6.2 (*Conflict of Interest*), not be advised of that fact. Without limitation, when the Collateral Manager or an Affiliate is engaged in an underwriting or other distribution of securities of an issuer, the Collateral Manager may in certain circumstances be prohibited from effecting transactions for the Issuer's account with or through its Affiliates, or from acting as the counterparty to a transaction with the Issuer. If not prohibited, the Collateral Manager is nonetheless not required to effect transactions for the Issuer's account with or through the Collateral Manager's Affiliates and other clients of the Collateral Manager and/or its Affiliates or in instances in which the Collateral Manager or its Affiliates have multiple interests.

7 OBLIGATIONS OF THE COLLATERAL MANAGER

7.1 Collateral Manager Obligations

The Collateral Manager shall endeavour to ensure that no action is taken by it, and shall not intentionally or with reckless disregard take any action (except actions permitted under this Agreement) which would, save as envisaged herein:

- (a) materially adversely affect the Issuer for purposes of the laws of The Netherlands or any other law (in particular, but not limited to, banking and securities law) which, in the judgement of the Collateral Manager made in good faith or as advised by the Issuer, is applicable to the Issuer;
- (b) not be permitted under the Issuer's articles of association (*statuten*);
- (c) violate any applicable law, rule or regulation of any governmental body or agency having jurisdiction over the Issuer, including, without limitation, any Dutch or other applicable securities law and conduct of business rules;
- (d) require registration of the Issuer or the Portfolio as an "investment company" under the Investment Company Act;
- (e) result in the Issuer violating the terms of the Trust Deed or the Conditions of any of the Notes;
- (f) subject the Issuer to (x) United Kingdom taxation or (y) U.S. federal income taxation, **provided** that the Collateral Manager will be deemed to have satisfied its obligation with respect to clause (y) so long as it complies with Clause 7.2 (*Investment Restrictions*);

- (g) adversely affect the interests of the Noteholders in any material respect;
- (h) result in the acquisition of Dutch Ineligible Securities; or
- (i) until such time as it produces evidence reasonably satisfactory to the Issuer (in the Issuer's sole discretion) that it is licensed (or exempted) by the Dutch FSA (x) in the case of Collateral that is a security, the Collateral Manager will not direct the Issuer to acquire or sell any such Collateral, and (y) the Collateral Manager shall not provide other securities or derivatives services to the Issuer, including, without limitation, brokering or arranging currency or interest rate swaps.

If the Collateral Manager is required or requested to take any such action by the Issuer, the Collateral Manager shall promptly notify the Issuer and the Trustee whether in the Collateral Manager's judgement such action would have one or more of the consequences set forth above and need not take such action unless (i) the Collateral Manager determines the action would not have the consequences set forth in Clause 7.1(c) (*Collateral Manager Obligations*) above and (ii) the Issuer again requests the Collateral Manager to do so and the Trustee has consented thereto in writing. Notwithstanding any such request, the Collateral Manager need not take such action unless arrangements satisfactory to it are made to insure or indemnify the Collateral Manager and its Affiliates, directors, officers, stockholders and employees from any liability it may incur as a result of such action. The Collateral Manager's directors, officers, stockholders and employees shall not be liable to the Issuer, the Trustee, the Noteholders or any Person, except as provided in Clause 9 (*Limits on Responsibility of the Collateral Manager*) of this Agreement. The Collateral Manager covenants that it shall comply in all material respects with applicable laws and regulations relating to its performance under this Agreement. Notwithstanding anything contained in this Agreement to the contrary, any indemnification or insurance pursuant to this Clause 7 (*Obligations of the Collateral Manager*) that is payable out of the Collateral shall be payable only in accordance with the Priorities of Payment.

7.2 Investment Restrictions

The Issuer (for purposes of this Clause 7.2 (*Investment Restrictions*), references to the "Issuer" shall include any agent of the Issuer (including, but not limited to, the Collateral Manager) when acting on behalf of the Issuer) will not acquire any assets, conduct any activity in the United States or take any action in the United States that would cause the Issuer to be engaged, or deemed to be engaged, in the conduct of a trade or business in the United States for United States federal income tax purposes or otherwise to be subject to United States federal or state income tax on a net income basis. In furtherance and not in limitation of the foregoing, the Issuer shall not:

- (a) permit any person or entity physically present in the United States (including any individual employee, officer, assignee, delegate, agent, independent contractor, affiliate or other person acting on its behalf) to perform any services (including, but not limited to those services provided by the Collateral Manager pursuant to this Agreement) or otherwise to act, directly or indirectly, on behalf of the Issuer; **provided, however**, the Collateral Manager shall be deemed not to have violated this restriction as a result of performing

certain “monitoring” services within the United States if the Collateral Manager consults nationally recognised U.S. tax counsel experienced in such matters and such U.S. tax counsel concludes in writing that performing such monitoring services will not cause the Issuer to be engaged, or deemed to be engaged, in the conduct of a trade or business in the United States or otherwise to be subject to United States federal or state income tax on a net income basis;

- (b) purchase or otherwise acquire any asset (or any derivative interest with respect to any asset, including, without limitation, any option, warrant or synthetic security) that is (i) treated as equity (for U.S. federal income tax purposes) in a partnership, disregarded entity (or in any other entity treated as a pass-through) for U.S. federal income tax purposes and that is or at any time during its existence permitted to be, engaged in a U.S. trade or business or (ii) an asset (located in the United States) that is not debt or equity;
- (c) purchase or otherwise acquire any interest in (i) real property located in the United States or the U.S. Virgin Islands or (ii) any interest in any U.S. corporation that is treated as a “United States real property holding corporation” within the meaning of section 897(c)(2) of the Code that is (or is reasonably likely to be) treated as a “United States real property interest” within the meaning of section 897(c) of the Code (such as a loan or security convertible into equity of a “United States real property holding corporation” or a loan that has the right to share, directly or indirectly, in the appreciation of U.S. real estate);
- (d) hold the Issuer out as making or cause the Issuer to make a market in loans or other assets or hold the Issuer out to the public as originating loans; or
- (e) directly or indirectly, purchase (and will not enter into a commitment to purchase, whether or not in writing (or otherwise agree to acquire an economic, beneficial or derivative interest in)) a loan from the Collateral Manager or one of its affiliates if the Collateral Manager or one of its affiliates is lead or joint syndication agent in the loan syndicate, the originator, underwriter, placement agent or similar promoter of the loan unless (i) it has been 90 days since the loan was outstanding, issued and originated, (ii) the holder of the loan did not identify the loan as intended for sale to the Issuer until at least 60 days after the loan was issued; (iii) the price paid by the Issuer for such a loan is its fair market value on the date of the purchase, (iv) the employees or agents of the Collateral Manager responsible for selecting the loan for the Issuer were not involved in the origination of the loan and (v) at all times after the acquisition, (A) the Issuer owns less than 50% of the aggregate principal amount of the borrowing that includes such loan and (B) less than 50% of the Issuer’s assets are comprised of loans for which the Collateral Manager or one of its affiliates was lead or joint syndication agent in the loan syndicate, the originator, underwriter, placement agent or similar promoter of the loan.

For purposes of this Clause 7.2 (*Investment Restrictions*), the term “loan” shall mean any loan (without regard to this definition), debt security or other investment that is treated as debt for U.S. federal income tax purposes.

The provisions set forth in this Clause 7.2 (*Investment Restrictions*) may be amended, eliminated or supplemented by the Collateral Manager (without execution of a supplemental Collateral Management and Administration Agreement) if (1) the Issuer, the Collateral Manager and the Trustee shall have received an opinion of tax counsel of nationally recognised standing in the United States experienced in such matters that the Collateral Manager's compliance with such amended provisions or supplemental provisions or the failure to comply with such provisions proposed to be eliminated, as the case may be, will not cause the Issuer to be engaged, or deemed to be engaged, in a trade or business within the United States for U.S. federal income tax purposes or otherwise to be subject to U.S. federal income tax on a net basis.

7.3 Compliance with Applicable Laws

The Collateral Manager hereby covenants that it shall obtain and keep in full force and effect any necessary authorisations, consents and licences and comply in all material respects therewith and shall comply in all material respects with all applicable laws and regulations relating to its performance under this Agreement.

7.4 Tax Related Covenants

Without prejudice to any of its specific obligations under this Agreement, the Collateral Manager undertakes to make the representations and comply with the covenants set out in Schedule 13 (*Tax Covenants*) and Clause 28.2(i) to (o) (*Collateral Manager*) on each day that this Agreement is in force and the Collateral Manager is party to it.

7.5 Other Covenants

The Collateral Manager hereby covenants that (i) it will not establish an office, branch or other form of permanent establishment in The Netherlands and (ii) no employee or representative of the Collateral Manager shall perform any investment management activities (including on an occasional or temporary basis) in The Netherlands.

The Issuer acknowledges that the entry by the Collateral Manager into this Agreement and the performance by the Collateral Manager of its duties hereunder shall not prevent the Collateral Manager from undertaking other transactions and commercial activities which are unrelated to the Issuer as part of the ordinary course of the Collateral Manager's business of providing investment management services.

8 FEES AND EXPENSES OF THE COLLATERAL MANAGER

8.1 Fees

- (a) As compensation for the performance of its obligations under this Agreement, the Collateral Manager (and/or, at its direction, an Affiliate of the Collateral Manager) will be entitled to receive from the Issuer on each Payment Date a senior collateral management fee equal to 0.15 per cent. per annum (calculated semi-annually during a Frequency Switch Period and quarterly at all other times, and in each case, on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the Collateral Principal Amount (exclusive of any value added tax thereon whether payable to the Collateral

Manager or any appropriate taxing authority) measured as of the first day of the Due Period (or if such day is not a Business Day, the next day which is a Business Day) relating to the applicable Payment Date, in accordance with and subject to the Priorities of Payments (such fee, the “**Senior Management Fee**”).

- (b) In addition, as compensation for the performance of its obligations under this Agreement, the Collateral Manager (and/or, at its direction, an Affiliate of the Collateral Manager) will be entitled to receive from the Issuer on each Payment Date a subordinated collateral management fee equal to 0.35 per cent. per annum (calculated semi-annually during a Frequency Switch Period and quarterly at all other times, and in each case, on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the Collateral Principal Amount (exclusive of any value added tax thereon whether payable to the Collateral Manager or any appropriate taxing authority) measured as of the first day of the Due Period (or if such day is not a Business Day, the next day which is a Business Day) immediately preceding such Payment Date, as determined by the Collateral Administrator in accordance with and subject to the Priorities of Payments (such fee, the “**Subordinated Management Fee**”).
- (c) Each of the Senior Management Fee and the Subordinated Management Fee shall be calculated based upon the actual number of days elapsed in the applicable Due Period divided by 360.
- (d) If amounts distributable on any Payment Date in accordance with the Priorities of Payments are insufficient to pay the Senior Management Fee or the Subordinated Management Fee in full, then a portion of the Senior Management Fee or Subordinated Management Fee, as applicable, 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 Payments.
- (e) The Collateral Manager, in respect of any Collateral Management Fees due to be paid to it on a Payment Date, may elect to (i) defer any Senior Management Fees and Subordinated Management Fees, (ii) waive any Senior Management Fees and Subordinated Management Fees and/or (iii) direct the Issuer to pay any Senior Management Fees and/or Subordinated Management Fees, or any part thereof (other than any value added tax thereon), to a party of its choice. Any amounts so deferred pursuant to (i) above shall be applied in accordance with the Priorities of Payments. To the extent that the Collateral Manager elects to defer all or a portion thereof and later rescinds such deferral election, the Senior Management Fee and/or Subordinated Management Fee so deferred, as applicable, will be payable on subsequent Payment Dates in accordance with the Priorities of Payments. Any due and unpaid Collateral Management Fees including Deferred Senior Management Amounts and Deferred Subordinated Management Amounts shall accrue interest at a rate per annum equal to three month EURIBOR (calculated on the basis of a 360 day year consisting of twelve 30 day months from the date due and payable to the date of actual payment). Any amounts so waived pursuant to (ii) above will cease to become due and payable and will not become due and payable at any time. Any amounts directed to be paid by the Collateral Manager to

another party pursuant to (iii) above will cease to become due and payable to the Collateral Manager upon proper receipt of those amounts by the nominated party. In addition, in accordance with Condition 3(c) (*Priorities of Payments*), the Collateral Manager may, in its sole discretion, elect to designate that the Senior Management Fee and/or the Subordinated Management Fee be designated for reinvestment or deferred to be used to purchase Substitute Collateral Obligations.

- (f) The Collateral Manager will be entitled to an Incentive Collateral Management Fee (such fee, the “**Incentive Collateral Management Fee**”), payable on each Payment Date subject to the Priorities of Payments, if the Incentive Collateral Management Fee IRR Threshold has been reached, in an amount equal to 20 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 Payments (exclusive of any value added tax thereon (whether payable to the Collateral Manager or any appropriate taxing authority)). The Collateral Manager may, at its sole discretion, designate all or a part of the Incentive Collateral Management Fee for reinvestment in Substitute Collateral Obligations.
- (g) If any Collateral Management Fee is or becomes subject to value added tax payable by the Collateral Manager or Issuer as the case may be, an amount equal to such value added tax shall be payable in addition to the applicable Collateral Management Fee by the Issuer to the Collateral Manager or to the relevant taxing authority, as the case may be, against a valid value added tax invoice.

8.2 Expenses

- (a) Subject to the provisions relating to Administrative Expenses in the Priorities of Payments, the Issuer will reimburse the Collateral Manager for expenses including fees and out of pocket expenses reasonably incurred by the Collateral Manager in connection with services provided under this Agreement including, without limitation:
 - (i) legal advisers, consultants, rating agencies, accountants, brokers and other professionals retained by the Issuer or the Collateral Manager (on behalf of the Issuer);
 - (ii) asset pricing and asset rating services, compliance services and software, and accounting, programming and data entry services related to the management of the Collateral;
 - (iii) all taxes, regulatory and governmental charges (not based on the income of the Collateral Manager), insurance premiums or expenses;
 - (iv) any and all costs and expenses incurred in connection with the acquisition, disposition of investments on behalf of the Issuer (whether or not actually consummated) and management thereof, including attorneys’ fees and disbursements;

- (v) preparing reports to holders of the Notes;
- (vi) reasonable travel expenses (including without limitation airfare, meals, lodging and other transportation) undertaken in connection with the performance by the Collateral Manager of its duties pursuant this Agreement or other Transaction Document (including for the avoidance of doubt, travel expenses incurred in connection with the attendance of the Collateral Manager's officers and employees at any bank meetings);
- (vii) expenses and costs in connection with any investor conferences relating to the Notes;
- (viii) any broker or brokers in consideration of brokerage services provided to the Collateral Manager in connection with the sale or purchase of any Collateral Obligation, Equity Security, Eligible Investment, or other assets received in respect thereof;
- (ix) bookkeeping, accounting or recordkeeping services obtained or maintained with respect to the Issuer (including those services rendered at the behest of the Collateral Manager);
- (x) software programs licensed from a third party and used by the Collateral Manager in connection with servicing the Collateral;
- (xi) fees and expenses incurred in obtaining the Market Value of Collateral Obligations (including without limitation fees payable to any nationally recognised pricing service);
- (xii) audits incurred in connection with any consolidation review;
- (xiii) any fees, expenses or other amounts payable to the Rating Agencies, the Collateral Administrator, the Trustee, the Agents or the Independent accountant;
- (xiv) any expense incurred by it to employ outside lawyers or consultants necessary, or any reasonable travel expenses incurred, in connection with the default, restructuring or enforcement of any Collateral Obligation;
- (xv) the fees and expenses of any legal advisers, consultants, or other professionals retained by the Issuer or the Collateral Manager on behalf of the Issuer in connection with the services provided by the Collateral Manager pursuant to this Agreement including legal due diligence and documentation reviews and other reviews in connection with such transactions, whether proposed transactions or transactions which are, in fact, consummated;
- (xvi) expenses related to compliance-related matters and regulatory filings relating to the Issuer's activities;

- (xvii) any other reasonable fees and expenses associated with the Issuer's investment activities and operations, including but not limited to brokerage commissions, custodial fees, bank service fees, withholding and transfer fees, clearing and settlement fees, research costs and the Issuer's pro rata share of licensing fees for any software for record keeping;
- (xviii) any fees and expenses related to compliance with EMIR and FATCA (including, where relevant, the fees and expenses of advisers and agents retained by the Issuer or the Collateral Manager on behalf of the Issuer); and
- (xix) as otherwise agreed upon by parties.

8.3 Pro Rating of Fees

Fees payable to, and costs and expenses of, the Collateral Manager, shall accrue up to the date on which the Collateral Manager's appointment is terminated or the Collateral Manager resigns its appointment, as provided in Clause 10 (*Change of the Collateral Manager*). If this Agreement is terminated pursuant to Clause 10 (*Change of the Collateral Manager*), the Collateral Management Fee calculated as provided herein shall be pro-rated for any partial periods between Payment Dates during which this Agreement was in effect and shall be due and payable on the first Payment Date following the date of such termination subject to the Priorities of Payments. For the avoidance of doubt, where the Collateral Manager has resigned or has been removed, but is required to continue providing collateral management services until a successor has been appointed in accordance with the terms herein, the Collateral Manager shall continue to be entitled to the Collateral Management Fees.

8.4 Value Added Tax

Any fees that are payable pursuant to Clause 8.1 (*Fees*) from time to time will be expressed exclusive of any value added tax which may be payable (a "**VAT Amount**") in respect of the services provided by the Collateral Manager under this Agreement. Should any value added tax be chargeable in respect of those services, an amount equal to such VAT Amount shall be payable by the Issuer in addition to the fee due under Clause 8.1 (*Fees*) against production of a valid value added tax invoice.

9 LIMITS ON RESPONSIBILITY OF THE COLLATERAL MANAGER

9.1 Liability

The Collateral Manager assumes no responsibility under this Agreement other than to render the services called for hereunder in good faith and subject to the Standard of Care described in Clause 3.2(b) (*Standard of Care*). The Collateral Manager (a) will not be liable for any action of the Issuer, the Trustee or the Collateral Administrator in taking or declining to take any action or follow any advice, recommendation or direction of the Collateral Manager; (b) does not assume any fiduciary duty to the Issuer, the Trustee, any Noteholder or any other person; and (c) does not guarantee or otherwise assume any responsibility for the performance of the Notes or the Portfolio or the performance by any third party of any contract entered into by the Collateral

Manager on behalf of the Issuer under this Agreement. Neither the Collateral Manager nor any of its Affiliates, directors, partners, officers, shareholders, agents or employees shall be liable to the Issuer, the Trustee, the Noteholders or any other Person for any acts or omissions by it under or in connection with this Agreement, or for any decrease in the value of the Collateral as resulting from any failure to satisfy the foregoing Standard of Care, except (a) by reason of acts or omissions constituting fraud, wilful misconduct or negligence in the performance, of its obligations hereunder and (b) by reason of the information, as it relates to CQS Investment Management Limited, under the headings “*Description of the Collateral Manager and the Collateral Sub-Manager*” and “*Risk Factors – Relating to Certain Conflicts of Interest Involving or Relating to the Collateral Manager, the Collateral Sub-Manager and their Affiliates*” in the Offering Circular containing any untrue statement of material fact or omitting to state a material fact, which makes statements therein, in light of the circumstances under which they were made, misleading (each a “**Collateral Manager Breach**”). The Collateral Manager shall incur no liability to anyone in acting upon any signature, instrument, statement, notice, resolution, request, direction, consent, order, certificate, report, opinion, bond or other document or paper reasonably believed by it to be genuine and reasonably believed by it to be properly executed or signed by the proper party or parties. Subject to compliance with Clause 27 (*Assignments and Replacement*), the Collateral Manager may exercise any of its rights or powers hereunder or perform any of its duties hereunder either directly or by or through agents or attorneys, and the Collateral Manager shall not be responsible for any wilful misconduct, fraud or negligence on the part of any agent or attorney appointed hereunder with due care by it. In no event shall the Collateral Manager be liable for any special, consequential or other punitive losses or damages.

9.2 Date of Action

The compliance of any action of the Collateral Manager with the provisions of this Agreement shall be determined as of the date of such action and, without limitation, the provisions of this Agreement shall not be deemed breached solely as a result of future events provided that such future events could not have been reasonably foreseen by the Collateral Manager.

9.3 Issuer’s Indemnity

The Issuer shall indemnify and hold harmless (the Issuer in such case, the “**Indemnifying Party**”) the Collateral Manager, the Collateral Administrator, Related Entities, their directors, officers, shareholders, Affiliates and employees and the directors, partners, officers, and employees of any CQS-branded entity which provides services to the Collateral Manager in connection with the performance by the Collateral Manager of its obligations under this Agreement (such parties collectively in such case, the “**Indemnified Parties**”) from and against any and all expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including properly incurred legal fees) (“**Liabilities**”), in respect of or arising from any acts or omissions of any Indemnified Party made in the performance of its duties under this Agreement or otherwise relating to, arising out of or in connection with the transaction, provided that the Issuer will not indemnify the Collateral Manager for any Liabilities incurred as a result of a Collateral Manager Breach or a Collateral Manager Tax Breach. Notwithstanding anything contained herein to the contrary, the obligations of the Issuer under this Clause 9 (*Limits on Responsibility of the*

Collateral Manager) shall be payable solely in accordance with the Priorities of Payment.

9.4 Collateral Manager's Indemnity

The Collateral Manager (the Collateral Manager in such case, the “**Indemnifying Party**”) shall indemnify each of the Issuer and the Trustee and their respective directors, partners, officers and employees (in each case, the “**Indemnified Party**”) for, and hold it harmless against, any loss, liability or expense properly incurred as a direct result of the occurrence of a Collateral Manager Breach, except such as may result from the negligence, fraud or wilful default on the part of any Indemnified Party or by any of their directors, partners, officers and employees. The Collateral Manager shall not be liable to indemnify any person for any settlement of any such claim, action or demand effected without the Collateral Manager's prior written consent (such consent not to be unreasonably withheld).

Notwithstanding Clause 9.1 (*Liability*), the Collateral Manager shall also indemnify the Issuer in respect of any taxation and related interest and penalties arising:

- (a) as a result of any breach by the Collateral Manager of the representations and covenants given by it pursuant to Schedule 13 (*Tax Covenants*) and Clause 28.2(i) to (o) (*Collateral Manager*) of this Agreement;
- (b) out of the activities of the Collateral Manager in any jurisdiction (including, for the avoidance of doubt, the United Kingdom and the United States, but excluding any taxation and related interest and penalties assessed on the Issuer by the taxation authorities in The Netherlands); or
- (c) as a result of the fees paid to the Collateral Manager for the services rendered hereunder being less than an arm's length rate of remuneration for such services or for such services being on terms other than arm's length terms,

(each a “**Collateral Manager Tax Breach**”).

9.5 Conduct of Indemnification Process

- (a) An Indemnified Party shall (or, with respect to the Collateral Manager's or, as the case may be the Issuer's or Trustee's directors, officers, shareholders or employees, the Collateral Manager or the Issuer or the Trustee, as the case may be, shall cause such Indemnified Party to) promptly notify, in accordance with Clause 9.5(b) (*Conduct of Indemnification Process*) below and Clause 31 (*Notices*), the Indemnifying Party if the Indemnified Party receives a complaint, claim, compulsory process or other notice of any loss, claim, damage or liability giving rise to a claim for indemnification under this Clause 9 (*Limits on Responsibility of the Collateral Manager*), but failure to notify the Indemnifying Party shall not relieve such Indemnifying Party from its obligations to indemnify the Indemnified Party unless the Indemnifying Party did not otherwise learn of such action or proceeding and if such failure results in the forfeiture by the Indemnifying Party of substantial rights and defences.

- (b) With respect to any claim made or threatened against an Indemnified Party, or compulsory process or request served upon such Indemnified Party for which such Indemnified Party is or may be entitled to indemnification under this Clause 9 (*Limits on Responsibility of the Collateral Manager*), such Indemnified Party shall (or with respect to the Collateral Manager's or, as the case may be, the Issuer's or the Trustee's directors, officers, shareholders or employees, the Collateral Manager or the Issuer or the Trustee, as the case may be, shall use reasonable endeavours to cause such Indemnified Party to), at the Indemnifying Party's expense:
- (i) give written notice to the Indemnifying Party of such claim within 10 days after such claim is made or threatened, which notice shall specify in reasonable detail the nature of the claim and the amount (or an estimate of the amount) of the claim (to the extent known);
 - (ii) provide the Indemnifying Party such information and co-operation with respect to such claim as the Indemnifying Party may reasonably require, including, but not limited to, making appropriate personnel available to the Indemnifying Party at such reasonable times as the Indemnifying Party may request;
 - (iii) co-operate and take all such steps as the Indemnifying Party may reasonably request to preserve and protect any defence to such claim;
 - (iv) in the event a suit is brought with respect to such claim, upon reasonable prior notice, afford to the Indemnifying Party the right, which the Indemnifying Party may exercise in its sole discretion and at its expense, to participate in the investigation, defence and settlement of such claim;
 - (v) neither incur any material expense to defend against nor release or settle any such claim or make any admission with respect thereto (other than routine or incontestable admissions or factual admissions the failure to make which would expose such Indemnified Party to unindemnified liability) without the prior written consent of the Indemnifying Party; provided that the Indemnifying Party shall have advised such Indemnified Party that such Indemnified Party is entitled to be indemnified hereunder with respect to such claim; and
 - (vi) upon reasonable prior notice, afford to the Indemnifying Party the right, in its sole discretion and at its sole expense, to assume the defence of such claim, including, but not limited to, the right to designate counsel and to control all negotiations, litigation, arbitration, settlements, compromises and appeals of such claim; provided that if the Indemnifying Party assumes the defence of such claim, it shall not be liable for any fees and expenses of counsel for any Indemnified Party incurred thereafter in connection with such claim except that if such Indemnified Party reasonably determines that counsel designated by the Indemnifying Party has a conflict of interest, such Indemnifying Party shall pay the reasonable fees and disbursements of one counsel (in addition to any local counsel) separate from its own counsel for all

Indemnified Parties in connection with any one action or separate but similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances; and provided, further, that prior to entering into any final settlement or compromise, such Indemnifying Party shall seek the consent of the Indemnified Party and use its best efforts in the light of the then prevailing circumstances (including, without limitation, any express or implied time constraint on any pending settlement offer) to obtain the consent of such Indemnified Party as to the terms of settlement or compromise. If an Indemnified Party does not consent to the settlement or compromise within a reasonable time under the circumstances, the Indemnifying Party shall not thereafter be obligated to indemnify the Indemnified Party for any amount in excess of such proposed settlement or compromise.

- (c) No Indemnified Party shall, without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed, settle or compromise any claim giving rise to a claim for indemnity hereunder, or permit a default or consent to the entry of any judgment in respect thereof, unless such settlement, compromise or consent includes, as an unconditional term thereof, the giving by the claimant to the Indemnifying Party of a release from liability substantially equivalent to the release given by the claimant to such Indemnified Party in respect of such claim.
- (d) In the event that any Indemnified Party waives its right to indemnification hereunder, the Indemnifying Party shall not be entitled to appoint counsel to represent such Indemnified Party nor shall the Indemnifying Party reimburse such Indemnified Party for any costs of counsel to such Indemnified Party.

10 CHANGE OF THE COLLATERAL MANAGER

10.1 Resignation by Collateral Manager

- (a) Subject to Clause 10.4 (*Appointment of Successor Collateral Manager*) and notwithstanding any other provision hereof to the contrary, the Collateral Manager may resign its appointment hereunder upon 90 days' prior written notice (or such shorter notice as is acceptable to the Issuer and the Trustee) to the Issuer, the Collateral Administrator, the Trustee, each Hedge Counterparty and the Rating Agencies.
- (b) The Collateral Manager may resign its appointment hereunder upon shorter notice than to be given under Clause 10.1(a) (*Resignation by Collateral Manager*) above (i) in circumstances where there is a change in law, or the application of any applicable law, which makes it illegal for the Collateral Manager to carry on its duties under this Agreement in which case such resignation shall take effect upon the termination of such notice period as the Collateral Manager requires in order to comply with such change or application of law or (ii) if the Collateral Manager is authorised by the FCA, the Collateral Manager ceases to be authorised by the FCA (unless such

authorisation is not required for the lawful performance by the Collateral Manager of its obligations under the Transaction Documents).

10.2 Termination for Cause

Subject to Clause 10.4 (*Appointment of Successor Collateral Manager*), the appointment of the Collateral Manager hereunder may be terminated and the Collateral Manager may be removed, for cause, by (i) the Issuer at the direction of the Controlling Class (acting by Extraordinary Resolution) or (ii) holders of the Subordinated Notes acting by Extraordinary Resolution (in each case, excluding Notes held by the Collateral Manager or its Affiliates) upon 10 Business Days' prior written notice to the Collateral Manager, the Trustee and each Rating Agency. For purposes of determining "cause" with respect to termination of the appointment of the Collateral Manager hereunder in accordance with this Clause 10.2 (*Termination for Cause*) such term shall mean any one of the following events:

- (a) the Collateral Manager wilfully violates any material provision of this Agreement or the Trust Deed;
- (b) the Collateral Manager breaches any material provision of this Agreement or the Trust Deed that, either individually or in the aggregate, is or could reasonably be expected to be, in the opinion of the Trustee, materially prejudicial to the interests of the holders of any Class of Notes (excluding for purposes of this clause (b) any actions referred to in clause (a) above or clause (e) below) and fails to cure such breach within 30 days of becoming aware of, or receiving notice from the Issuer of, such breach or, if such breach is not capable of cure within 30 days, the Collateral Manager fails to cure such breach within the period in which a reasonably diligent person could cure such breach (but in no event more than 90 days);
- (c) if:
 - (i) any procedure is commenced with a view to the winding-up or re-organisation of the Collateral Manager or the general partner of the Collateral Manager (except a voluntary liquidation for the purpose of reconstruction or amalgamation) or with a view to the appointment of an administrator, receiver or trustee in relation to the Collateral Manager, the general partner of the Collateral Manager or any of their assets (this procedure may be a court procedure or any other procedure which under the laws of England is a possible means of achieving any of those results);
 - (ii) any substantial part of the current and fixed assets of the Collateral Manager (by reference to its most recent annual audited accounts) is or becomes subject to attachment, sequestration or the execution of distress; or
 - (iii) the Collateral Manager is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or admits its inability to pay its debts as and when they fall due or seeks a composition or arrangement with its creditors or any class of them;

- (d) the occurrence of an Event of Default as set out in Condition 10(a)(i) (*Non payment of interest*), Condition 10(a)(ii) (*Non payment of principal*), Condition 10(a)(vi) (*Insolvency Proceedings*) or Condition 10(a)(vii) (*Illegality*) that arises directly from a breach of the Collateral Manager's duties under this Agreement, which breach is not cured within any applicable cure period set forth in the Conditions;
- (e) any legal, regulatory or other authorisations which are necessary for the performance of the Collateral Manager's obligations under any applicable laws are not in place or the performance by the Collateral Manager in accordance with this Agreement and the other Transaction Documents is in breach of any applicable laws, except for those jurisdictions in which the failure to be so qualified, authorised or licensed would not have a material adverse effect on the business, operations, assets or financial condition of the Collateral Manager or on the ability of the Collateral Manager to perform its obligations under, or on the validity or enforceability of, this Agreement;
- (f) the Collateral Manager is convicted, or any of its senior executive officers is convicted, of a criminal offence under the laws of any jurisdiction in which it conducts business, which materially adversely affects the Collateral Manager's ability to perform its obligations under this Agreement, unless, in the case of a conviction of a senior executive officer of the Collateral Manager, such senior executive officer has, within 30 days after such occurrence, been removed from performing work in fulfilment of the Collateral Manager's obligations under this Agreement.

If any of the events specified in this Clause 10.2 (*Termination for Cause*) shall occur, the Collateral Manager shall give prompt written notice thereof to the Issuer, the Trustee, the Collateral Administrator, the holders of all outstanding Notes in accordance with the Conditions, each Hedge Counterparty and each Rating Agency upon the Collateral Manager becoming aware of the occurrence of such event.

10.3 No Voting Rights

Notes held by the Collateral Manager and/or an Affiliate will have no voting rights with respect to any vote in connection with the removal of the Collateral Manager and will be deemed not to be outstanding in connection with any such vote; provided, however, that Notes held by the Collateral Manager and/or an Affiliate will have voting rights with respect to all other matters as to which the Noteholders are entitled to vote, including, without limitation, any vote in connection with the appointment of a replacement collateral manager which is not Affiliated with the Collateral Manager in accordance with this Agreement and in connection with an optional redemption. On the Issue Date and from time to time upon any acquisition or disposition of Notes by the Collateral Manager or any of its Affiliates, the Collateral Manager shall notify the Trustee and the Collateral Administrator of the Notes (including the principal amount of each such Class of Notes) held by it or any of its Affiliates, and shall furnish such proof of holding as is reasonably requested by the Trustee.

10.4 Appointment of Successor Collateral Manager

- (a) In the event that the Collateral Manager has given notice of its resignation or has been given notice of its removal or that its appointment has been terminated all as pursuant to this Clause 10 (*Change of the Collateral Manager*):
- (i) Within 90 days of the resignation, termination or removal of the Collateral Manager while any of the Notes are outstanding, the Subordinated Noteholders (acting by Ordinary Resolution) may propose a successor collateral manager by delivering notice thereof to the Issuer, the Trustee and the Noteholders.
 - (ii) The Controlling Class (acting by Ordinary Resolution) may, within 30 days from receipt of such notice, object to such successor collateral manager by delivery of written notice of such objection to the Issuer and the Trustee. If no notice of objection is received by the Issuer and the Trustee within such time period, such proposed successor collateral manager will be appointed Collateral Manager by the Issuer on substantially the same terms.
 - (iii) If the Subordinated Noteholders (acting by Ordinary Resolution) make no such proposal within such 90-day period or if such proposal is rejected, the Controlling Class (acting by Ordinary Resolution) may propose a successor collateral manager by delivering notice thereof to the Issuer, the Trustee and the Noteholders pursuant to the Conditions; provided that no such proposed successor collateral manager may be an Affiliate of a holder of the Controlling Class (and any such successor shall certify to the Issuer and the Trustee in writing (upon which certificate the Trustee shall rely without further enquiry) that it is not a holder of the Controlling Class or an Affiliate of a holder of the Controlling Class). The Subordinated Noteholders (acting by Ordinary Resolution) may, within 30 days from receipt of such notice, object to such successor collateral manager by delivery of notice of such objection to the Issuer and the Trustee
 - (iv) If no notice of objection is received by the Issuer and the Trustee within such time period from the Subordinated Noteholders (acting by Ordinary Resolution), such proposed successor collateral manager will be appointed Collateral Manager by the Issuer on substantially the same terms. Within 30 days of receipt of notice of any such objection, either the Controlling Class (acting by Ordinary Resolution) or the Subordinated Noteholders (acting by Ordinary Resolution) may propose a successor collateral manager by written notice to the Trustee, the Issuer and the holders of the Notes pursuant to the Conditions and either the Controlling Class (acting by Ordinary Resolution) or the Subordinated Noteholders (acting by Ordinary Resolution), as the case may be, may, within 30 days from receipt of such notice, deliver to the Issuer and the Trustee notice of objection thereto.

- (v) If no notice of objection is received by the Issuer and the Trustee within such time period from the Subordinated Noteholders (acting by Ordinary Resolution) or the Controlling Class (acting by Ordinary Resolution), such proposed successor collateral manager will be appointed Collateral Manager by the Issuer on substantially the same terms. If a notice of objection is received within 30 days, then either Class of Noteholders may again propose a successor collateral manager in accordance with the foregoing. Notwithstanding the above, if no successor collateral manager has been appointed within 150 days following the date of resignation, termination or removal of the Collateral Manager, the Issuer will appoint a successor collateral manager proposed by the Controlling Class (acting by Ordinary Resolution) and notified to the Trustee in writing on substantially the same terms so long as such successor collateral manager (i) is not a Person that was previously objected to by the Subordinated Noteholders (acting by Ordinary Resolution) and (ii) is not an Affiliate of a holder of the Controlling Class (and any such successor shall certify to the Issuer and the Trustee in writing (upon which certificate the Trustee shall rely without further enquiry) that it is not a holder of the Controlling Class or an Affiliate of a holder of the Controlling Class), provided that if the holders of the Controlling Class have not proposed a replacement within 30 days following the end of such 150 day period, the Issuer or the Collateral Manager may petition any court of competent jurisdiction for the appointment of a successor collateral manager, which appointment will not require the consent of, nor be subject to the disapproval of, the Issuer or any Noteholder.
- (b) Upon any removal or resignation of the Collateral Manager, to the extent it is permitted to do so in compliance with any applicable law or regulation, the Collateral Manager shall continue to act in such capacity until a successor collateral manager has been appointed in accordance with the terms of this Agreement and no resignation or removal shall be effective until the appointment of a successor collateral manager in accordance with this Agreement.
- (c) Any replacement Collateral Manager must also satisfy the conditions described under Clause 10.5 (*Successor Requirements*).

10.5 Successor Requirements

- (a) Any removal or resignation of the Collateral Manager as set out in this Clause 10 (*Change of the Collateral Manager*) that occurs while any Notes are Outstanding under the Trust Deed will be effective only if:
 - (i) 10 Business Days' prior notice is given by the Issuer to the Rating Agencies, the Noteholders, the Collateral Administrator and the Trustee,
 - (ii) Rating Agency Confirmation has been received from each Rating Agency in respect of such termination and assumption by an eligible successor; and

- (iii) the Issuer appoints an Eligible Successor as a successor collateral manager where “Eligible Successor” means an entity:
 - (A) that has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Collateral Manager under this Agreement with a substantially similar (or better) level of expertise;
 - (B) that is legally qualified and has, or (in the event that its delegate rather than the collateral manager provides investment management services directly to the Issuer) its delegate has, the capacity (including Dutch regulatory capacity to provide collateral management services to Dutch counterparties as a matter of the laws of The Netherlands) to act as Collateral Manager under this Agreement in the assumption of all of the responsibilities, duties and obligations of the Collateral Manager under this Agreement and under the applicable terms of the other Transaction Documents;
 - (C) the appointment of which will not cause either of the Issuer or the Collateral to become required to register under the provisions of the Investment Company Act; and
 - (D) the appointment and conduct of which will not cause the Issuer to be subject to taxation outside its jurisdiction of incorporation or to be engaged in a trade or business in the United States for U.S. federal income tax purposes or to be resident in the United Kingdom for tax purposes, result in the Collateral Management Fees becoming subject to additional value added or similar tax (whether payable to any tax authority or any Collateral Manager) or cause any other material adverse tax consequences to the Issuer.

With respect to each of clause (B), (C) and (D) above, the Trustee will be entitled to rely upon a written 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 successor collateral manager satisfies the conditions set out in such clause.

- (b) The Issuer, the Trustee (at the expense of the Issuer) and the successor collateral manager will take such action (or cause the outgoing Collateral Manager to take such action) consistent with this Agreement and the terms of the other Transaction Documents as will be necessary to effectuate any such succession. No termination of the appointment of the Collateral Manager will be effective until a successor collateral manager is duly appointed. Any resignation, termination or removal of the Collateral Manager must satisfy the conditions described in Clause 10.4 (*Appointment of Successor Collateral Manager*) above.

10.6 Action upon Termination

- (a) From and after the effective date of its resignation or removal, the termination of its appointment or the termination of this Agreement, the Collateral Manager shall not be entitled to compensation for further services under this Agreement, but shall be paid all compensation accrued to the effective date of resignation or termination, as the case may be, as provided in Clause 8 (*Fees and Expenses of the Collateral Manager*) hereof, and shall be entitled to receive any amounts owing under Clause 9 (*Limits on Responsibility of the Collateral Manager*). Upon such resignation, removal or termination, the Collateral Manager shall as soon as practicable:
 - (i) deliver to the Trustee or the Issuer (as the case may be) (or the successor collateral manager, as directed by the Issuer or the Trustee) all property and documents of the Trustee or the Issuer or otherwise relating to the Portfolio then in the custody of the Collateral Manager in its capacity as collateral manager; and
 - (ii) deliver to the Trustee (or the Successor Collateral Manager) the books and records which it has maintained in relation to the services it has performed hereunder.

Notwithstanding such termination, resignation or removal, each party shall remain liable for its acts or omissions hereunder arising prior to termination, resignation or removal and for any expenses, losses, damages, liabilities, demands, charges and claims of any nature whatsoever (including reasonable attorneys' fees) in respect of or arising out of a breach of a representation or warranty made herein or from any failure by the Collateral Manager to comply with this Clause 10.6 (*Action upon Termination*).

- (b) Each party agrees that, notwithstanding any termination, resignation or removal, it shall reasonably co-operate in any Proceeding arising in connection with this Agreement, the Trust Deed or any of the Collateral (excluding any such Proceeding in which claims are asserted against the relevant party or any Affiliate) upon receipt of appropriate indemnification and expense reimbursement.

C. COLLATERAL ADMINISTRATION

11 POWERS AND DUTIES OF THE COLLATERAL ADMINISTRATOR

11.1 Appointment and Authority

The Issuer hereby appoints the Collateral Administrator to act as agent of the Issuer in connection with the administrative matters set out herein and the Collateral Administrator agrees to act as agent of the Issuer in accordance with this Agreement. The Collateral Administrator's duties and authority to act as collateral administrator hereunder are limited to the duties and authority specifically provided for in this Agreement. The Collateral Administrator shall not be deemed to assume the obligations of the Issuer or any other agent of the Issuer, or any other party under the Conditions, the Trust Deed or any of the other Transaction Documents.

11.2 Collateral Administrator to act for Trustee

At any time after an Event of Default or Potential Event of Default (as defined in the Trust Deed) shall have occurred the Trustee may, by notice in writing to the Issuer, the Agents and the Collateral Manager, require the Collateral Administrator, until notified by the Trustee to the contrary, so far as permitted by any applicable law or by any regulation having general application:

- (a) to act thereafter as Collateral Administrator of the Trustee in relation to payments to be made by or on behalf of the Trustee under the terms of the Trust Deed *mutatis mutandis* on the terms provided in this Agreement (save that the Trustee's liability under any provisions herein contained for the indemnification, remuneration and payment of out-of-pocket expenses of the Collateral Administrator shall be limited to the amounts for the time being held by the Trustee on the trusts constituted by the Trust Deed) and thereafter to hold all moneys, documents and records held by them in respect of the Portfolio on behalf of the Trustee; or
- (b) deliver up all moneys, documents and records held by them in respect of the Portfolio to the Trustee or as the Trustee shall direct in such notice, provided that such notice shall be deemed not to apply to any document or record which the Collateral Administrator is obliged not to release by any applicable law or regulation.

11.3 Duties of the Collateral Administrator

The Issuer hereby directs and authorises the Collateral Administrator to perform the following duties in respect of the Portfolio:

- (a) to design, programme, implement and maintain a portfolio testing system for running the Portfolio Profile Tests, the Collateral Quality Tests, the Reinvestment Criteria and the Coverage Tests and for tracking cash flows;
- (b) to create a collateral database, which shall contain details of the Portfolio from time to time, which shall include:
 - (i) in respect of each Collateral Obligation and Eligible Investment, the Principal Balance, the interest rate, the Stated Maturity or Stated Maturities, the obligor, country, industry and ratings, whether such Collateral Obligation is a Credit Improved Obligation, a Credit Risk Obligation, or a Defaulted Obligation or none of the above and, in the case of a Collateral Obligation that is a Participation, whether such Collateral Obligation is a Participation;
 - (ii) in respect of each Collateral Enhancement Obligation, the obligor, country, industry and a brief description of the rights attached thereto;
 - (iii) in respect of each Exchanged Security, the obligor, country, industry and a brief description of the rights attached thereto; and
 - (iv) the balances of each of the Accounts,

and the Collateral Administrator shall: permit access to the collateral database information by the Collateral Manager; monitor ratings of Collateral Obligations periodically and update the collateral database for ratings changes; update the collateral database to take account of the sale of Collateral Obligations, Collateral Enhancement Obligations, Exchanged Securities, Eligible Investments and Eligible Investments and the acquisition of Substitute Collateral Obligations, Collateral Enhancement Obligations and Eligible Investments; monitor current rates in respect of floating rate Collateral Obligations and input changes; and track purchase price, accrued interest, disposition proceeds, any par accretion amounts received in respect of any such Collateral Obligations, gains and losses;

- (c) to notify the Collateral Manager within one Business Day of any amounts becoming available for reinvestment in accordance with Clause 11.4 (*Distributions and Monies available for Investment*);
- (d) to assist the Independent accountants appointed by the Issuer to perform the functions in respect of the Portfolio required pursuant to Clause 13 (*Independent Accountants*);
- (e) to calculate and confirm whether the Reinvestment Criteria will be satisfied upon any proposed sale or acquisition of a Collateral Obligation or reinvestment of the proceeds of sale of a Collateral Obligation notified to it by the Collateral Manager pursuant to any Test Request within one Business Day (and for such purposes any such Test Request received by the Collateral Administrator after 4.00 p.m. (London time) on any Business Day shall be treated as having been received on the following Business Day) following receipt and to make all other notifications and confirmations required in connection with the sale of and/or reinvestment of the Sale Proceeds of any Collateral Obligation in accordance with this Agreement and to notify the Collateral Manager of such determination;
- (f) to carry out each of the relevant Portfolio Profile Tests, Collateral Quality Tests and Coverage Tests on each Measurement Date (in accordance with Clause 24 (*Portfolio Profile Tests and Collateral Quality Tests*) and Schedule 6 (*The Coverage Tests*) below) and to notify the Collateral Manager and Issuer of the results thereof and to respond to each Test Request delivered to the Collateral Administrator by the Collateral Manager;
- (g) to calculate the Diversity Score on the Effective Date, to notify the Collateral Manager thereof and of its calculation of the Diversity Score thereon;
- (h) to prepare and distribute each of the Reports in accordance with Clause 15 (*Reports*);
- (i) to calculate the amounts to be disbursed on each Payment Date pursuant to the Priorities of Payment and to procure disbursement of the same from the relevant Payment Account;

- (j) as and when required under the Conditions or the Trust Deed, to exchange any Interest Proceeds, Principal Proceeds, Distributions or other amounts on deposit in the Accounts from one currency to another;
- (k) to manage each of the Accounts and to direct payments into and out of each Account in accordance with the provisions of Condition 3(i) (*Accounts*) (including, without limitation, in accordance with the discretions accorded to the Collateral Manager pursuant to Condition 3(i) (*Accounts*));
- (l) to calculate the Redemption Price payable upon any redemption of the Notes in accordance with Condition 7(b) (*Optional Redemption*);
- (m) to confirm certain matters prior to any purchase of Collateral Obligations in accordance with Clause 20.12 (*During the Reinvestment Period*) and Clause 20.13 (*Following the Expiry of the Reinvestment Period*);
- (n) to notify and/or confirm (as applicable) certain matters prior to any purchase of Notes in accordance with Condition 7(k) (*Purchase*);
- (o) to make certain confirmations and calculations relating to interest on the Notes as set out in Condition 6 (*Interest*);
- (p) to the extent that such is within its power, carry out or assist the Collateral Manager in carrying out, such other confirmations and calculations as may reasonably be required in respect of the Portfolio or the Notes from time to time;
- (q) to carry out all other duties and functions, whether or not specified herein, required of the Collateral Administrator pursuant to the Conditions or the Trust Deed; and
- (r) in order for the Issuer to satisfy its obligations to submit certain reports to the Dutch Central Bank pursuant to the Dutch External Financial Relations Act of 25 March 1994 and to arrange for an audit of the financial statements of the Issuer, the Collateral Administrator will, upon request of the Issuer, use its reasonable endeavours to make available to the Issuer (in conjunction with the issuance of the Monthly Reports) such other information relating to the Portfolio as the Issuer may reasonably request (following prior consultation with the Collateral Administrator) to the extent that such information is already in the possession of the Collateral Administrator by virtue of its acting as Collateral Administrator hereunder, and to the extent that the Collateral Administrator is legally permitted to provide such information to the Issuer. Such data shall be in such format (after consultation with the Issuer) as the systems of the Collateral Administrator are capable of producing.

11.4 Distributions and Monies available for Investment

- (a) The Custodian, pursuant to the provisions of the Agency and Account Bank Agreement, is required to notify the Collateral Administrator, the Collateral Manager and the Trustee upon receipt of any Distributions in respect of the

Portfolio or receipt of any security or property in exchange for any Collateral Obligation or Collateral Enhancement Obligation.

- (b) Upon receipt of notification from the Custodian referred to Clause 11.4(a) (*Distributions and Monies available for Investment*) above, the Collateral Administrator shall (following consultation with the Collateral Manager in the case of any accrued interest included in Sale Proceeds and, in any other case, following, at the option of the Collateral Administrator, in consultation with the Collateral Manager) determine whether such Distribution should be credited to the Principal Account or the Interest Account and, following such determination shall notify the Custodian of such determination and direct the Account Bank to credit the proceeds of such Distributions to the relevant Account.
- (c) Following the designation of Distributions pursuant to Clause 11.4(b) (*Distributions and Monies available for Investment*) above, the Collateral Administrator shall notify the Collateral Manager of receipt of any Scheduled Principal Proceeds or Unscheduled Principal Proceeds (distinguishing between the same) each of which may be applied by the Collateral Manager in the acquisition of Collateral Obligations in certain circumstances pursuant to the provisions of this Agreement, together with details of any other Distributions received in respect of any Collateral Obligations, Collateral Enhancement Obligations or Exchanged Securities, including, without limitation, any Sale Proceeds.

11.5 Assistance of Collateral Manager

- (a) In the performance of certain functions specified in this Clause 11 (*Powers and Duties of the Collateral Administrator*), the Collateral Administrator is only able to fulfil its duties following receipt from the Collateral Manager of certain determinations and/or certain certifications. To the extent that the Collateral Manager fails to give any such certification/determinations, the Collateral Administrator shall not incur any liability for failing to comply with its obligations pursuant to this Clause 11 (*Powers and Duties of the Collateral Administrator*) to the extent such failure is attributable to the failure of the Collateral Manager to provide such certification/determination.
- (b) Subject to any confidentiality undertaking given by or to which the Issuer and/or the Collateral Manager is subject, the Collateral Manager shall co-operate with and provide information to the Collateral Administrator in connection with the Collateral Administrator's maintenance of a collateral database, calculation of the Portfolio Profile Tests, Collateral Quality Tests, Coverage Tests, Eligibility Criteria, Reinvestment Criteria, Redemption Prices and amounts payable in accordance with the Priorities of Payment and preparation of the instructions for payment on the Payment Date. The Collateral Manager shall review and verify the contents of the aforesaid reports, instructions and statements. Upon receipt of confirmation from the Collateral Manager, the Collateral Administrator shall distribute or assist in the distribution of such reports, instructions and statements.

- (c) If, in performing its duties under this Agreement, the Collateral Administrator is required to decide between alternative courses of action, the Collateral Administrator may request written instructions from the Collateral Manager as to the course of action desired by it. If the Collateral Administrator does not receive such instructions within five Business Days after it has requested them, it may, but shall be under no duty to, take or refrain from taking any action. Upon taking any such action after having received instructions from the Collateral Manager, the Collateral Administrator will notify the Collateral Manager as to the course of action it has taken. If after receipt of such notification, the Issuer or Collateral Manager provides instructions to take a course of action that is inconsistent with the course of action taken by the Collateral Administrator, the Collateral Administrator shall have no liability for the taking of action in accordance with such initial instructions. The Collateral Administrator shall act in accordance with instructions received after such five-day period except to the extent it has already taken, or committed itself to take, action inconsistent with such instructions, and the Collateral Administrator shall have no liability arising therefrom. The Collateral Administrator shall be entitled to rely on the advice of legal counsel and Independent accountants in performing its duties hereunder and shall be deemed to have acted in good faith if it acts in accordance with such advice.

12 17G-5 COMPLIANCE

- (a) To enable the Rating Agencies to comply with their obligations under Rule 17g-5 promulgated under the Exchange Act (“**Rule 17g-5**”), the Issuer shall cause to be posted on a password-protected internet website initially located at <https://tss.sfs.db.com/investpublic/> (such website, or such other website address as the Issuer may provide to the Trustee, the Collateral Administrator, the Collateral Manager and the Rating Agencies, the “**Issuer’s Website**”), at the same time such information is provided to the Rating Agencies, all information the Issuer provides to the Rating Agencies for the purposes of determining the Initial Rating of the Rated Notes or undertaking credit rating surveillance of the Rated Notes (the “**17g-5 Information**”). The Issuer shall not incur any liability as a result of such posting.
- (b) The Issuer hereby appoints Deutsche Bank Trust Company Americas as its agent (in such capacity, the “**Information Agent**”) to post to the Issuer’s Website any information that the Information Agent receives from the Issuer, the Trustee or the Collateral Manager (or their respective representatives or advisors) that is designated as information to be so posted. The Information Agent shall forward all 17g-5 Information it receives in accordance herewith to the Issuer’s Website, on the same Business Day of receipt provided that such information is received by 12:00 noon (London time) or, if received after 12:00 noon (London time), on the next Business Day.
- (c) The Issuer and the Collateral Manager agree that any notice, report, request for satisfaction of the Effective Date Determination Requirements, confirmations from any Rating Agency or other information provided by the Issuer or the Collateral Manager (or any of their respective representatives or advisors) to any Rating Agency hereunder or under any other Transaction Document for

the purposes of undertaking credit rating surveillance of the Rated Notes shall be provided, substantially concurrently, by the Issuer or the Collateral Manager, as the case may be, to the Information Agent for posting on the Issuer's Website. For the avoidance of doubt, the agreement by each of the parties set forth in the immediately preceding sentence is an agreement by such party solely with respect to such party's own performance, and is not an assurance of any other party's performance.

- (d) The Trustee and Information Agent shall not be responsible for, and shall incur no liability for, maintaining the Issuer's Website, posting any information to the Issuer's Website (save, with respect to the Information Agent, as required by Clause 12(b) (*17g-5 Compliance*) above) or assuring that the Issuer's Website complies with the requirements of this Agreement, Rule 17g-5 or any other law or regulation. In no event shall the Trustee or Information Agent be deemed to make any representation in respect of the content of the Issuer's Website or compliance by the Issuer's Website with this Agreement, Rule 17g-5 or any other law or regulation.
- (e) The Information Agent and the Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the Issuer's Website, including by the Issuer, the Rating Agencies, any nationally recognised statistical rating organisation, any of their respective agents or any other party. Additionally, neither the Information Agent nor the Trustee shall be liable for the use of information posted on the Issuer's Website, whether by the Issuer, the Rating Agencies, any nationally recognised statistical rating organisation or any other third party that may gain access to the Issuer's Website or the information posted thereon.
- (f) Any change of the Issuer's Website shall occur only after notice in writing has been delivered by or on behalf of the Issuer to the Trustee, the Information Agent, the Collateral Administrator, the Collateral Manager and the Rating Agencies setting forth the date of change and new location of the Issuer's Website.
- (g) The parties hereto agree that any 17g-5 Information required to be provided to the Information Agent hereunder shall be sent to the Information Agent at the e-mail address to be provided by the Information Agent with the subject line "Grosvenor Place CLO 2013-1 B.V.: 17g-5 Information", or such other e-mail address or subject line specified by the Information Agent in writing to the Collateral Manager and the Issuer. All e-mails sent to the Information Agent pursuant to this Agreement shall only contain the 17g-5 Information and no other information, documents, requests or communications. Each e-mail sent to the Information Agent pursuant to this Agreement failing to be sent to such e-mail address or that does not have a subject line conforming to the requirements of the first sentence of this Clause 12(g) (*17g-5 Compliance*) shall be deemed incomplete and the Information Agent shall have no obligations with respect thereto.
- (h) If the Information Agent encounters any problem when forwarding the 17g-5 Information to the Issuer's Website, the Information Agent's sole responsibility shall be to use reasonable endeavours to forward such 17g-5

Information one additional time. If the Information Agent still encounters any problem on the second attempt, it shall promptly notify the Issuer and the Collateral Manager of such failure, at which time the Information Agent shall have no further obligations with respect to such 17g-5 Information. Notwithstanding anything herein to the contrary, in no event shall the Information Agent be responsible for forwarding any information other than the 17g-5 Information in accordance with this Agreement.

- (i) The Information Agent shall not be responsible for and shall not be in default under this Agreement, or incur any liability for any act or omission, failure, error, malfunction or delays in carrying out any of its duties which results from (i) the Issuer's, the Collateral Manager's or any other party's failure to deliver all or any portion of the 17g-5 Information to the Information Agent; (ii) defects in the 17g-5 Information supplied to the Information Agent by the Issuer, the Collateral Manager or any other party; (iii) the Information Agent acting in accordance with 17g-5 Information prepared or supplied by any other party; (iv) the failure or malfunction of the Issuer's Website; or (v) any other circumstances beyond the reasonable control of the Information Agent. The Information Agent shall be under no obligation to make any determination as to the veracity or applicability of any 17g-5 Information provided to it hereunder, or whether any such 17g-5 Information is required to be maintained on the Issuer's Website pursuant to this Agreement or under Rule 17g-5.
- (j) The Information Agent shall have no obligation or duty to verify, confirm or otherwise determine whether the information being delivered to and/or by it is accurate, complete, conforms to the transaction or otherwise is or is not anything other than what it purports to be. In the event that any information is delivered or posted in error, the Information Agent may request that the provider remove it from the Issuer's Website.
- (k) The Information Agent shall not be liable for unauthorised disclosure of any information that it disseminates in accordance with this Clause 12 (*17g-5 Compliance*) and makes no representations or warranties as to the accuracy or completeness of information made available on the Issuer's Website. The Information Agent shall not be liable for its failure to make any information available to the Rating Agencies or any nationally recognised statistical rating organisation.
- (l) None of the Trustee, the Collateral Administrator and the Information Agent shall have obtained or shall be deemed to have obtained actual knowledge of any information solely due to receipt and posting to the Issuer's Website.
- (m) The Information Agent's duties shall be limited to those set out in this Clause 12 (*17g-5 Compliance*) and nothing in this Agreement shall imply that the Information Agent has any duty or obligation to ensure that the Issuer or any other party is in compliance with its obligations under Rule 17g-5 and the Information Agent shall have no liability therefor.
- (n) The rights, powers, protections, authorisations, privileges, immunities and indemnities of the Collateral Administrator set forth in this Agreement shall

also apply to the Information Agent as if all references in this Agreement to the Collateral Administrator were to the Information Agent, *mutatis mutandis*.

13 INDEPENDENT ACCOUNTANTS

13.1 Appointment

On or before the Issue Date, the Issuer shall appoint a firm of Independent certified public accountants of recognised international reputation for the purposes of preparing and delivering the reports or certificates of such accountants required pursuant to this Clause 13 (*Independent Accountants*). The activities of the accountants appointed pursuant to this Clause 13.1 (*Appointment*) shall be conducted pursuant to an engagement letter between the Issuer and an office of such firm.

13.2 Resignation

Upon any resignation by such firm, the Issuer shall promptly appoint a successor thereto that shall also be a firm of Independent certified public accountants of recognised international reputation and shall notify such appointment to the Trustee and the Rating Agencies. If the Issuer shall fail to appoint a successor to a firm of Independent certified public accountants which has resigned within 30 days after such resignation, the Issuer shall promptly notify the Trustee of such failure in writing. If the Issuer shall not have appointed a successor within ten days thereafter, the Trustee shall promptly appoint a successor firm of Independent certified public accountants of recognised international reputation.

13.3 Accountants' Fees

The fees of such Independent certified public accountants and any successor thereto as agreed by the Issuer reasonably and in good faith shall be payable by the Issuer on each Payment Date pursuant to the Priorities of Payment.

13.4 Accountants' Certificates

The Issuer shall cause to be delivered to the Trustee and the Collateral Administrator, within 10 Business Days following the Effective Date, an Accountants' Certificate confirming the Aggregate Principal Balance of all Collateral Obligations purchased or committed to be purchased as at such date and the computations and results of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests by reference to such Collateral Obligations.

14 DETERMINATIONS OF AMOUNTS PAYABLE

14.1 Priorities of Payments

The Collateral Administrator shall request by no later than the Business Day prior to each Determination Date:

- (i) the Account Bank to notify it on such Determination Date of the amount standing to the credit of each Account held with it at opening of business (London time) on such Determination Date;

- (ii) the Custodian to notify it on such Determination Date of the amount standing to the credit of each Account held with it at opening of business (London time) on such Determination Date;
- (iii) each Interest Rate Hedge Counterparty to notify it of any amount due to it or owed by it (determined after setting off amounts due on the next following Payment Date), under any Interest Rate Hedge Transaction specifying the nature of each such payment being made;
- (iv) each Currency Hedge Counterparty to notify it of any amount due to it or owed by it under each Currency Hedge Transaction to which it is a party, specifying the nature of each such payment being made;
- (v) the Collateral Manager to notify it of the amount of any Principal Proceeds which the Issuer or the Collateral Manager on behalf of the Issuer has, in accordance with this Agreement, designated for reinvestment in Substitute Collateral Obligations (or, in the case of proceeds received from additional issuances of Notes, investment in Collateral Obligations), together with details of any Interest Proceeds, Principal Proceeds and/or Collateral Enhancement Obligation Proceeds of which the Collateral Manager has discretion to direct the application in accordance with the Priorities of Payments; and
- (vi) the Issuer to notify it of all taxes, Trustee Fees and Expenses and Administrative Expenses which are due and payable on the related Payment Date distinguishing between the different types of payment due,

provided, for the avoidance of doubt, that the Collateral Administrator shall not incur any liability to anyone due to any action or inaction on its part for which it would be responsible hereunder, if, and to the extent that, such action or inaction was a direct consequence of the information requested by it pursuant to this Clause 14.1 (*Priorities of Payments*) not being provided or being provided after the relevant Determination Date.

14.2 Calculations by the Collateral Administrator

Subject to notification to the Collateral Administrator of the information referred to in Clause 14.1 (*Priorities of Payments*) above, the Collateral Administrator shall, in consultation with the Collateral Manager, on each Determination Date, calculate each of the amounts payable on the related Payment Date in accordance with and pursuant to each paragraph of the Priorities of Payments and prepare the applicable Payment Date Report reflecting such calculations and shall notify the Issuer and the Collateral Manager of the amount of any Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds required to make the payments determined pursuant to such calculations.

14.3 Collateral Administrator to Direct Account Bank

- (a) The Collateral Administrator shall, once the calculations referred to above have been determined in consultation with the Collateral Manager on behalf of

the Issuer, cause the Account Bank by no later than 12.00 noon (London time) on the Business Day preceding each Payment Date, to cause the amounts standing to the credit of the Principal Account, the Unused Proceeds Account and if applicable the Interest Account and the Supplemental Reserve 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 Priority of Payments and the Principal 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*).

- (b) The Collateral Administrator agrees to provide the Account Bank (if the Collateral Administrator and the Account Bank are different entities), prior to instructions being given by it to the Account Bank, with an Incumbency Certificate substantially in the form set out in Schedule 9 (*Incumbency Certificate*) (an “**Incumbency Certificate**”) as to its nominated representatives and specimen signatures of such representatives for the giving of such instructions, and to provide the Account Bank with updated Incumbency Certificates if any changes to such details occurs.
- (c) The Collateral Administrator shall maintain appropriate records relating to its calculations in respect of the Priorities of Payments on any Determination Date, and such records shall be accessible for inspection by a representative of the Issuer, the Trustee, the Collateral Manager and the Independent Accountants at any time during normal business hours and prior to an Event of Default or a Potential Event of Default occurring upon not less than three Business Days’ prior notice.

14.4 Optional Redemption

Upon notification from the Trustee that a redemption pursuant to Condition 7(b) (*Optional Redemption*) or 7(g) (*Redemption following a Note Tax Event*) has been duly requested in accordance with such Condition and of the details of such redemption, the Collateral Administrator shall request notification from the Account Bank of the balance standing to the credit of each of the Accounts and shall:

- (a) determine the aggregate Principal Amount Outstanding of the Notes of each Class to be redeemed in whole on the relevant Redemption Date;
- (b) calculate the amount of interest payable in respect of the Notes of each Class to be redeemed upon redemption thereof as of the last day of the Accrual Period immediately preceding or ending on the relevant Redemption Date;
- (c) calculate the Redemption Prices of each Class of Notes;
- (d) calculate the applicable Redemption Threshold Amount; and
- (e) calculate amounts payable on the applicable Redemption Date pursuant to Condition 3(c) (*Priorities of Payment*),

and by no later than 6 Business Days prior to the applicable Redemption Date, notify the Issuer, the Trustee and the Collateral Manager of such amounts.

15 REPORTS

15.1 Monthly Report

The Collateral Administrator, not later than the tenth Business Day after the last Business Day of each month (save in respect of any month for which a Payment Date Report has been prepared) commencing in January 2014 on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, shall compile a monthly report (the “**Monthly Report**”), which shall contain, without limitation, the information set out in Part A of Schedule 2 (*Description of the Reports*) with respect to the Portfolio, determined by the Collateral Administrator as at the last Business Day of each month in consultation with the Collateral Manager and shall make each such Monthly Report available via a secured website currently located at <https://tss.sfs.db.com/investpublic> which shall be accessible to the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider, the Hedge Counterparties and the Rating Agencies and, to any Noteholder by way of a unique password which in the case of each Noteholder may be obtained from the Collateral Administrator subject to receipt by the Collateral Administrator of certification that such holder is a holder of a beneficial interest in any Notes. For the purposes of the Reports, obligations which are to constitute Collateral 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 Obligations as if such purchase had been completed and obligations in respect of which the Issuer has entered into a binding commitment to sell, but in respect of which such sale has not yet settled, shall be excluded from being Collateral Obligations as if such sale had been completed.

15.2 Payment Date Report

The Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, shall compile a report not later than the Business Day preceding the related Payment Date (the “**Payment Date Report**”), prepared and determined as of each Determination Date, and shall make each such Payment Date Report available via a secured website currently located at <https://tss.sfs.db.com/investpublic> which shall be accessible to the Issuer, the Initial Purchaser, the Trustee, the Collateral Manager, the Liquidity Facility Provider, the Hedge Counterparties and the Rating Agencies and, to any Noteholder by way of a unique password which in the case of each Noteholder may be obtained from the Collateral Administrator subject to receipt by the Collateral Administrator of certification that such holder is a holder of a beneficial interest in any Notes. Upon issue of each Payment Date Report, the Collateral Administrator, in the name and at the expense of the Issuer, shall notify the Irish Stock Exchange of the Principal Amount Outstanding of each Class of Notes after giving effect to the principal payments, if any, on the next Payment Date. The Payment Date Report shall contain the information set out in Part B of Schedule 2 (*Description of the Reports*).

15.3 Miscellaneous

Each Monthly Report and Payment Date Report shall state that it is for information purposes only, that information included in the report is estimated, approximated or projected and that the report is provided without any representations or warranties as

to accuracy or completeness and that none of the Collateral Manager, the Issuer, the Trustee or the Collateral Administrator will have any liability for such estimates, approximations or projections.

Each Monthly Report and Payment Date Report will be made available via the Collateral Administrator's website currently located at <https://tss.sfs.db.com/investpublic>. It is not intended that such Monthly Reports and Payment Date Reports will be made available in any other format, save in limited circumstances with the Collateral Administrator's agreement. Disclaimers may be posted with respect to the information posted thereon. Registration may be required for access to such website and persons wishing to access such website may be required to certify that they are Noteholders or otherwise entitled to access such website.

In order for the Issuer to satisfy its obligation to make certain filings of information with the Dutch Central Bank, the Collateral Administrator will, upon request of and at the cost of the Issuer, use its reasonable endeavours to make available to the Issuer such other information relating to the Portfolio as the Issuer may reasonably request (following prior consultation with the Collateral Administrator) to the extent that such information is already in the possession of the Collateral Administrator by virtue of its acting as Collateral Administrator hereunder, and to the extent that the Collateral Administrator is legally permitted to provide such information to the Issuer. Such data shall be in such format (after consultation with the Issuer) as the systems of the Collateral Administrator are capable of producing.

16 FEES AND EXPENSES OF THE COLLATERAL ADMINISTRATOR

16.1 Fees

The Issuer agrees to pay, and the Collateral Administrator shall be entitled to receive, as compensation for the Collateral Administrator's performance of the duties called for herein, such fees as are set out in a side letter, dated on or about the Issue Date, between the Issuer and the Collateral Administrator which fees will be payable quarterly (or semi-annually during a Frequency Switch Period) in arrear on each Payment Date in accordance with the Priorities of Payment. If on any Payment Date there are insufficient funds to pay such fees in full, the amount not so paid shall be deferred and shall be payable on such later Payment Date on which any funds are available therefor.

16.2 Expenses

The Collateral Administrator shall be responsible for ordinary expenses incurred in the performance of its obligations under this Agreement provided however that properly incurred legal, printing and travel fees and expenses, and properly incurred charges and other out of pocket expenses shall be reimbursed by the Issuer.

16.3 Pro-rating of Fees

If the Collateral Administrator resigns or is removed pursuant to Clause 18 (*Change of the Collateral Administrator*) or otherwise or if this Agreement is terminated in accordance with Clause 40 (*Term and Termination*), the fee calculated as provided in

this Clause 16 (*Fees and Expenses of the Collateral Administrator*) shall be prorated for any partial Due Periods during which this Agreement was in effect and shall be due and payable on the first Payment Date following the date of such termination subject to the Priorities of Payment.

17 LIMITS ON RESPONSIBILITY OF THE COLLATERAL ADMINISTRATOR

17.1 Liability

The Collateral Administrator will have no responsibility under this Agreement other than to render the services called for hereunder in good faith and without wilful default or negligence of its duties hereunder. The Collateral Administrator shall incur no liability to anyone in acting upon any signature, instrument, statement, notice, resolution, request, direction, consent, order, certificate, report, opinion, bond or other document or paper believed by it to be genuine and believed by it to be properly executed or signed by the proper party or parties. The Collateral Administrator may exercise any of its rights or powers hereunder or perform any of its duties hereunder either directly or by or through agents or attorneys, and the Collateral Administrator shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed hereunder with due care by it. Neither the Collateral Administrator nor any of its Affiliates, directors, officers, shareholders, agents or employees will be liable to the Collateral Manager, the Issuer or others, except by reason of acts or omission constituting wilful default or negligence. Subject to Clause 16.3 (*Pro-rating of Fees*) above, the Issuer will reimburse, indemnify and hold harmless the Collateral Administrator, and its affiliates, directors, officers, shareholders, agents and employees with respect to all properly incurred expenses, losses, damages, liabilities, demands, charges and claims of any nature (including the properly incurred fees and expenses of legal counsel and other experts (together with any value added tax thereon) in respect of or arising from any acts or omissions performed or omitted by the Collateral Administrator, its Affiliates, directors, officers, shareholders, agents or employees in good faith and without wilful default or negligence.

17.2 Indemnity

The Collateral Administrator shall indemnify the Issuer for, and hold it harmless against, any loss, liability or expense reasonably incurred as a result of any acts or omissions constituting wilful default or negligence in the performance of the Collateral Administrator's obligations hereunder except such as may result from the Issuer's negligence, bad faith or wilful misconduct or that of its directors, officers, employees or agents. The Collateral Administrator shall not be liable to indemnify any person for any settlement of any such claim, action or demand effected without the Collateral Administrator's prior written consent. The Collateral Administrator is exempted from any liability arising solely from or in connection with the actions or inactions of the Collateral Manager in accordance with the terms of this Agreement. In no event shall the Collateral Administrator be liable for any special, consequential or other punitive losses or damages of any kind whatsoever (including, but not limited to, lost profits) even if advised of the possibility of such loss or damage and regardless of the form of action.

18 CHANGE OF THE COLLATERAL ADMINISTRATOR

18.1 Termination of Appointment of the Collateral Administrator

Subject to Clause 18.3 (*Appointment of Successor*), the Collateral Administrator may be removed: (a) without cause at any time upon at least 90 days' prior written notice; or (b) with cause upon at least 10 days' prior written notice, in each case, by (i) the Issuer at its discretion or (ii) the Trustee acting upon the written directions of 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.

For purposes of determining "cause" with respect to termination of this Agreement in accordance with this Clause 18 (*Change of the Collateral Administrator*) such term shall mean any one of the following events:

- (a) the Collateral Administrator defaults in the performance of any of its material obligations under this Agreement and does not cure such default within thirty days of the occurrence of such default (or, if such default cannot be cured in such time, does not give within thirty days such assurance of cure as shall be satisfactory to the Issuer, the Trustee and the Collateral Manager);
- (b) any procedure is commenced with a view to the winding-up or re-organisation of the Collateral Administrator (except a voluntary liquidation for the purpose of reconstruction or amalgamation upon terms previously approved in writing by the Issuer) or with a view to the appointment of an administrator, receiver or trustee in relation to the Collateral Administrator or any of its assets;
- (c) any substantial part of the current and fixed assets of the Collateral Administrator (by reference to its most recent annual audited accounts) is or becomes subject to attachment, sequestration or the execution of distress;
- (d) the Collateral Administrator is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or admits its inability to pay its debts as and when they fall due or seeks a composition or arrangement with its creditors or any class of them; or
- (e) the occurrence of any event which, under the law of the jurisdiction of incorporation of the Collateral Administrator or the jurisdiction in which the Collateral Administrator carries on business, is equivalent or analogous to the events specified in clause (b), (c) or (d) above.

If any of the events specified in clause (b), (c), (d), or (e) of this Clause 18.1 (*Termination of Appointment of the Collateral Administrator*) occurs, the Collateral Administrator shall give written notice thereof to the Issuer, the Trustee and the Collateral Manager promptly after the occurrence of such event.

18.2 Resignation

Notwithstanding any other provision hereof to the contrary, but subject to Clause 18.3 (*Appointment of a Successor*), the Collateral Administrator can resign its appointment pursuant to this Agreement without cause by the Collateral Administrator giving 45

days' prior written notice and with cause by the Collateral Administrator giving 10 days prior written notice to the Issuer, the Trustee and the Collateral Manager. For the purposes of determining "cause" in this Clause 18.2 (*Resignation*), the definition thereof set out in Clause 10.2 (*Termination for Cause*) shall apply to the Issuer *mutatis mutandis*.

18.3 Appointment of Successor

No termination of the appointment or resignation of the Collateral Administrator shall be effective until the date as of which a successor collateral administrator acceptable to the Issuer, the Trustee and the Collateral Manager shall have agreed in writing to assume all of the Collateral Administrator's duties and obligations pursuant to this Agreement and notice of such appointment shall have been given to the Noteholders in accordance with Condition 16 (*Notices*) of the Conditions. Upon the termination of this Agreement or upon the resignation of the Collateral Administrator, in either case pursuant to this Clause 18 (*Change of the Collateral Administrator*) or Clause 40 (*Term and Termination*), the Collateral Manager on behalf of the Issuer shall use reasonable efforts to appoint a successor Collateral Administrator, provided, however, that if within 30 days of the resignation of the Collateral Administrator the Collateral Manager on behalf of the Issuer has not appointed a successor to the Collateral Administrator, the Collateral Administrator may itself appoint a successor collateral administrator acceptable to the Issuer, the Trustee and the Collateral Manager.

18.4 Effect of Resignation

Upon its respective resignation or removal becoming effective the Collateral Administrator shall forthwith transfer all records or other information held by it in its capacity as Collateral Administrator to the successor Collateral Administrator, but shall have no other duties or responsibilities hereunder, and shall be entitled to the payment by the Issuer of its remuneration for the services previously rendered hereunder in accordance with the Priorities of Payment. The provisions of Clause 17.1 (*Liability*) shall survive the resignation or removal of the Collateral Administrator.

18.5 Merger or Consolidation

A corporation into which the Collateral Administrator is merged or converted or with which it is consolidated or which results from a merger, conversion or consolidation to which it is a party shall, to the extent permitted by applicable law, be the successor Collateral Administrator under this Agreement. The Collateral Administrator agrees to do all such further acts and things (if any) as are necessary to give effect to this Clause 18.5 (*Merger or Consolidation*). The Collateral Administrator shall forthwith notify the other parties to this Agreement as soon as practicable after it becomes aware that any such event shall occur, giving details of the date on which such event is to occur and of the successor Collateral Administrator.

18.6 Vesting of Powers

Upon any successor Collateral Administrator appointed hereunder executing, acknowledging and delivering to the Issuer and the Trustee an instrument accepting such appointment hereunder, it shall, without any further act, deed or conveyance,

become vested with all authority, rights, powers, trusts, indemnities, duties and obligations of the Collateral Administrator hereunder.

D. REQUIREMENTS RELATING TO THE PORTFOLIO

19 PURCHASE OF OBLIGATIONS IN THE PORTFOLIO

19.1 Acquisition of Collateral Obligations

- (a) The Collateral Manager will determine and will use reasonable endeavours to cause to be acquired by the Issuer a portfolio of Secured Senior Obligations, Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds during the Initial Investment Period, the Reinvestment Period and thereafter (including, but not limited to, Collateral Obligations purchased pursuant to the Warehouse Arrangements). The Issuer anticipates that, by the Issue Date, it (or the Collateral Manager on its behalf) will have purchased or committed to purchase Collateral Obligations, the Aggregate Principal Balance of which is equal to at least €262,500,000 which is approximately 75 per cent. of the Target Par Amount. The net proceeds of the issuance of the Notes remaining after payment of the acquisition costs for the Collateral Obligations acquired by the Issuer on or prior to the Issue Date (including other amounts due in order to finance the acquisition of Collateral Obligations) pursuant to the Warehouse Arrangements, shall be (a) used to fund the First Period Reserve Account in an amount equal to €2,000,000 and (b) deposited into the Unused Proceeds Account to be utilised to fund the acquisition of Collateral Obligations complying with the Eligibility Criteria purchased by the Issuer during the Initial Investment Period. The Collateral Manager acting on behalf of the Issuer shall use commercially reasonable endeavours to purchase Collateral Obligations with an Aggregate Principal Balance (together with Collateral Obligations previously acquired) equal to at least the Target Par Amount out of the Balance standing to the credit of the Unused Proceeds Account during the Initial Investment Period.
- (b) The Issuer does not expect and is not required to satisfy the Collateral Quality Tests, Portfolio Profile Tests or the Coverage Tests prior to the Effective Date. The Collateral Manager may declare that the Initial Investment Period has ended and the Effective Date has occurred prior to the Payment Date in April 2014, subject to the Effective Date Determination Requirements being satisfied.
- (c) On or after the Effective Date, the Balance standing to the credit of the Unused Proceeds Account will be transferred to the Principal Account and/or the Interest Account, in each case, at the discretion of the Collateral Manager (acting on behalf of the Issuer), provided that as at such date: (i) the Issuer has acquired or entered into binding commitments to acquire Collateral Obligations, the Aggregate Principal Balance of which equals or exceeds the Target Par Amount; and (ii) no more than one per cent. of the Collateral Principal Amount as of the Issue Date may be transferred to the Interest Account.

- (d) Within 10 Business Days following the Effective Date, the Collateral Administrator shall issue a report (the “**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 Obligations having an Aggregate Principal Balance which equals or exceeds the Target Par Amount, copies of which shall be forwarded to the Issuer, the Trustee, the Collateral Manager, the Hedge Counterparties and the Rating Agencies (provided that, for the purposes of determining the Aggregate Principal Balance as provided above, any repayments or prepayments in respect of a Collateral Obligation following acquisition by the Issuer shall be disregarded and the Principal Balance of a Collateral Obligation which is a Defaulted Obligation will be the lower of its Moody’s Collateral Value and its Fitch Collateral Value) and the Issuer will provide, or cause the Collateral Manager to provide to the Trustee and the Collateral Administrator, an accountant certificate confirming the Aggregate Principal Balance of all Collateral Obligations purchased or committed to be purchased as at such date and the computations and results of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests by reference to such Collateral Obligations.
- (e) The Collateral Manager (acting on behalf of the Issuer) shall promptly following receipt of the Effective Date Report, request that each of the Rating Agencies confirm its Initial Ratings of the Rated Notes, provided that if the Effective Date Moody’s Condition is satisfied then such rating confirmation shall be deemed to have been received from Moody’s. If the Effective Date Moody’s Condition is not satisfied within 30 Business Days following the Effective Date the Collateral Manager shall promptly notify Moody’s. If (i) the Effective Date Determination Requirements are not satisfied and Rating Agency Confirmation has not been received in respect of such failure; (ii) the Collateral Manager (acting on behalf of the Issuer) does not present a Rating Confirmation Plan to the Rating Agencies or Rating Agency Confirmation is not received in respect of such Rating Confirmation Plan; (iii) where the Effective Date Moody’s Condition is not satisfied, following a request therefor from the Collateral Manager after the Effective Date, Rating Agency Confirmation from Moody’s is not received, an Effective Date Rating Event shall have occurred. If an Effective Date Rating Event has occurred and is continuing on the Business Day 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 Payments, 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 have been redeemed in full. The Collateral Manager shall notify the Rating Agencies upon the discontinuance of an Effective Date Rating Event.
- (f) During such time as an Effective Date Rating Event shall have occurred and be continuing, the Collateral 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 Obligations

and/or any other intended action which is intended to cause confirmation or reinstatement of the Initial Ratings. The Collateral Manager (acting on behalf of the Issuer) is under no obligation whatsoever to present a Rating Confirmation Plan to the Rating Agencies.

19.2 Eligibility Criteria

Each Collateral Obligation must, at the time of entering into a binding commitment to acquire such obligation by, or on behalf of, the Issuer, satisfy the Eligibility Criteria, as determined by the Collateral Manager in its reasonable discretion.

19.3 Restructured Obligations

If a Collateral Obligation becomes (as determined by the Collateral Manager) the subject of a restructuring whether effected by way of an amendment to the terms of such Collateral 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, in each case, may be effected by way of a “cashless roll”, such obligation shall only constitute a Restructured Obligation if such obligation satisfies each of the criteria comprising the Eligibility Criteria other than the criteria set out at paragraphs (c), (i), (j), (ee) and (hh) thereof (such applicable criteria, the “**Restructured Obligation Criteria**”).

19.4 Purchase of Collateral Obligations

Prior to the entry by the Issuer or the Collateral Manager (acting on behalf of the Issuer) into a commitment to purchase an asset intended to constitute a Collateral Obligation, the Collateral Manager will carry out the due diligence specified in Schedule 3 (*Due Diligence*).

20 MANAGEMENT OF THE PORTFOLIO

20.1 Overview

The Collateral Manager (acting on behalf of the Issuer) is permitted, in certain circumstances and, subject to certain requirements, to sell Collateral Obligations, Collateral Enhancement Obligations and Exchanged Securities and to reinvest the Sale Proceeds (other than accrued interest on such Collateral Obligations included in Interest Proceeds by the Collateral Manager) thereof in Substitute Collateral Obligations. The Collateral Manager shall notify the Collateral Administrator of all necessary details of the Collateral Obligation, Collateral Enhancement Obligation or Exchanged Security to be sold and the proposed Substitute Collateral Obligation to be purchased and the Collateral Administrator shall determine and shall provide confirmation of whether the Portfolio Profile Tests and Reinvestment Criteria which are required to be satisfied in connection with any such sale or reinvestment are satisfied or, if any such criteria are not satisfied, shall notify the Issuer and the Collateral Manager of the reasons and the extent to which such criteria are not so satisfied.

The Collateral Manager will determine and use reasonable endeavours to cause to be purchased by the Issuer, Collateral Obligations (including all Substitute Collateral

Obligations) taking into account the Eligibility Criteria and, where applicable, the Reinvestment Criteria and will monitor the performance of the Collateral Obligations on an ongoing basis to the extent practicable using sources of information reasonably available to it and provided that the Collateral Manager shall not be responsible for determining whether the terms of any individual Collateral Obligation have been observed.

The activities referred to below that the Collateral Manager may undertake on behalf of the Issuer are subject to the Issuer's monitoring of the performance of the Collateral Manager under this Agreement.

20.2 Sale of Issue Date Collateral Obligations

The Collateral Manager, acting on behalf of the Issuer, shall sell any Non-Eligible Issue Date Collateral Obligation. Any Sale Proceeds received in connection therewith may be reinvested in Substitute Collateral Obligations satisfying the Eligibility Criteria or credited to the Principal Account pending such reinvestment.

20.3 Terms and Conditions applicable to the Sale of Credit Risk Obligations, Credit Improved Obligations and Defaulted Obligations

Credit Risk Obligations, Credit Improved Obligations and Defaulted Obligations may be sold at any time by the Collateral Manager (acting on behalf of the Issuer), subject to, within the Collateral Manager's knowledge (without the need for inquiry or investigation), no Event of Default having occurred which is continuing.

20.4 Terms and Conditions applicable to the Sale of Exchanged Securities

Any Exchanged Security may be sold at any time by the Collateral Manager in its discretion (acting on behalf of the Issuer), subject to, within the Collateral Manager's knowledge (without the need for inquiry or investigation), no Event of Default having occurred which is continuing.

In addition to any discretionary sale of Exchanged Securities as provided above, the Collateral Manager shall be required by the Issuer to use commercially reasonable endeavours to sell (on behalf of the Issuer) any Exchanged Security which constitutes Margin Stock, as soon as practicable upon its receipt or upon its becoming Margin Stock (as applicable), unless such sale is prohibited by applicable law, in which case such Exchanged Security shall be sold as soon as such sale is permitted by applicable law.

20.5 Discretionary Sales

The Issuer or the Collateral Manager (acting on behalf of the Issuer) may dispose of any Collateral Obligation (other than a Credit Improved Obligation, a Credit Risk Obligation, a Defaulted Obligation or an Exchanged Security, each of which may only be sold in the circumstances provided above) at any time (other than during a Restricted Trading Period) provided:

- (a) no Event of Default having occurred which is continuing (in the case of the Collateral Manager, to its knowledge, without the need for inquiry or investigation);
- (b) after giving effect to such sale, the Aggregate Principal Balance outstanding of all Collateral Obligations sold as described in this Clause 20.5 (*Discretionary Sales*) during the preceding 12 calendar months (or, for the first 12 calendar months after the Issue Date, during the period commencing on the Issue Date) is not greater than 25 per cent. of the Collateral Principal Amount as of the first day of such 12 calendar month period (or as of the Issue Date, as the case may be); and
- (c) either:
 - (i) during the Reinvestment Period, the Collateral Manager reasonably believes prior to such sale that it will be able to enter one or more binding commitments to reinvest all or a portion of the proceeds of such sale in one or more additional Collateral Obligations within 60 calendar days after the settlement of such sale in accordance with the Reinvestment Criteria; or
 - (ii) at any time, either: (1) the Sale Proceeds from such sale are at least equal to the Investment Criteria Adjusted Balance of such Collateral Obligation; or (2) after giving effect to such sale, the Collateral Principal Amount will be greater than (or equal to) the Reinvestment Target Par Balance.

20.6 Restricted Trading Period

The Issuer or the Collateral Manager (acting on its behalf) shall promptly notify Fitch and Moody's upon the occurrence of a Restricted Trading Period.

20.7 Sale of Collateral Prior to Maturity Date

In the event of: (i) any redemption of the Rated Notes in whole prior to the Maturity Date; or (ii) receipt of notification from the Trustee of enforcement of the security over the Collateral (which notice has not been rescinded or annulled), the Collateral Manager (acting on behalf of the Issuer) will (if requested by the Trustee following the enforcement of such security), as far as reasonably 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, subject to and in accordance with any limitations or restrictions set out in the Conditions and the Trust Deed but without regard to the limitations set out in this Agreement.

20.8 Sale of Collateral upon Optional Redemption of Notes

Following (i) receipt from the Issuer or the Principal Paying Agent of a notice that the Notes are to be redeemed and (ii) receipt from the Collateral Administrator of notification of the Redemption Threshold Amount, as contemplated in Condition 7 (*Redemption and Purchase*) where such redemption is to be effected solely through

liquidation or realisation of the Collateral, the Notes shall not be optionally redeemed unless:

- (i) at least five Business Days before the scheduled Redemption Date the Collateral Manager shall have furnished to the Trustee a certificate (upon which certificate the Trustee may rely absolutely) signed by an officer of the Collateral Manager that the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with a financial or other institution or institutions (which (a) either (x) has a short-term issuer credit rating of at least “P-1” by Moody’s or (y) in respect of which Rating Agency Confirmation from Moody’s has been obtained and (b) either (x) has a long- term issuer credit rating of at least “A” by Fitch or, if it does not have a long-term issuer credit rating by Fitch, a short-term issuer credit rating of “F1” by Fitch, or (y) in respect of which a Rating Agency Confirmation from Fitch has been obtained) to purchase (directly or by participation or other arrangement) from the Issuer, not later than two Business Days prior to the scheduled Redemption Date (or such shorter date as agreed between the Collateral Manager and the Trustee) 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 putable to the issuer thereof at par on or prior to the scheduled Redemption Date, to meet the Redemption Threshold Amount; or
- (ii) (A) prior to selling any Collateral Obligations and/or Eligible Investments, the Collateral Manager certifies to the Trustee that (upon which certification the Trustee may rely absolutely), in its judgment, the aggregate sum of (x) expected proceeds from the sale of Eligible Investments, and (y) for each Collateral Obligation, the product of its Principal Balance and its Market Value, shall at least be sufficient to meet the Redemption Threshold Amount, and (B) at least five Business Days before the scheduled Redemption Date, the Issuer shall have received proceeds of disposition of all or part of the Collateral Obligations at least sufficient to meet the Redemption Threshold Amount.

Prior to the scheduled Redemption Date, the Collateral Administrator shall give notice to the Trustee in writing of the amount of all expenses incurred by the Issuer up to and including the scheduled Redemption Date in effecting such liquidation or realisation.

Any certification delivered by the Collateral Manager pursuant to this Clause 20.8 (*Sale of Collateral upon Optional Redemption of Notes*) must include (1) the prices on the date of such certification of, and expected proceeds from, the sale (directly or by participation or other arrangement) of any Collateral Obligations and/or Eligible Investments and (2) all calculations required by Condition 7(b) (*Optional Redemption*). Any Noteholder, the Collateral Manager or any of the Collateral Manager’s Affiliates shall have the right, subject to the same terms and conditions afforded to other bidders, to bid on Collateral Obligations to be sold as part of an Optional Redemption pursuant to Condition 7(b)(v) (*Optional Redemption effected through Liquidation only*).

The Trustee shall rely conclusively and without liability on any confirmation or certificate of the Collateral Manager furnished by it pursuant to or in connection with Condition 7(b)(v) (*Optional Redemption effected through Liquidation only*).

If conditions (i) and (ii) above are not satisfied, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation to the Trustee, the Collateral Manager, the Collateral Administrator and the Noteholders in accordance with Condition 16 (*Notices*).

20.9 Sale of Assets which do not Constitute Collateral Obligations

In the event that an asset did not satisfy the Eligibility Criteria on the date it was required to do so in accordance with this Agreement, the Collateral Manager shall use commercially reasonable endeavours to sell such asset. Such proceeds shall constitute Sale Proceeds and may be reinvested in accordance with and subject to the Reinvestment Criteria.

20.10 Right to Cure

The Collateral Manager shall have the right to cure any breach of any of the Portfolio Profile Tests or Collateral Quality Tests which occurs upon the acquisition of an additional Collateral Obligation or Substitute Collateral Obligation by selling any Collateral Obligation that the Collateral Manager, in its sole discretion, deems appropriate; provided that any such sale shall be in compliance with the requirements set out herein regarding disposal of Collateral Obligations.

20.11 Reinvestment of Collateral Obligations

“**Reinvestment Criteria**” means, during the Reinvestment Period, the criteria set out under Clause 20.12 (*During the Reinvestment Period*) and following the expiry of the Reinvestment Period, the criteria set out below under Clause 20.13 (*Following the Expiry of the Reinvestment Period*). The Reinvestment Criteria (except satisfaction of the Eligibility Criteria) shall not apply prior to the Effective Date or in the case of a Collateral Obligation which has been restructured where such restructuring has become binding on the holders thereof.

20.12 During the Reinvestment Period

During the Reinvestment Period, the Collateral Manager (acting on behalf of the Issuer) may, at its discretion, reinvest any Principal Proceeds (with the exception of Principal Proceeds received both before and after the Reinvestment Period in connection with the acceptance of an Offer where such Offer is by way of novation or substitution, where such principal proceeds will be reinvested automatically as consideration for the novated or substitute Collateral Obligation (subject to the Restructured Obligation Criteria being satisfied)) in the purchase of Substitute Collateral Obligations satisfying the Eligibility Criteria provided that immediately after entering into a binding commitment to acquire such Collateral Obligation and taking into account existing commitments, the criteria set out below must be satisfied:

- (a) to the Collateral Manager's knowledge (without the need for inquiry or investigation), no Event of Default has occurred that is continuing at the time of such purchase;
- (b) on and after the Effective Date (or in the case of the Interest Coverage Tests, the fourth Payment Date) the Coverage Tests 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, but such proceeds may be reinvested if the Coverage Tests will be satisfied immediately following such reinvestment) as calculated immediately prior to any purchase of a Substitute Collateral Obligation any Coverage Test was not satisfied, the Interest Coverage Ratio or the Par Value Ratio relating to such test will be maintained or improved after giving effect to such reinvestment;
- (c) in the case of a Substitute Collateral Obligation purchased with Sale Proceeds of a Credit Risk Obligation or a Defaulted Obligation either:
 - (i) the Investment Criteria Adjusted Balance of all Substitute Collateral Obligations purchased with such Sale Proceeds shall at least equal such Sale Proceeds;
 - (ii) the Aggregate Principal Balance of the Collateral Obligations will be maintained or increased when compared to the Aggregate Principal Balance of the Collateral Obligations immediately prior to such sale; or
 - (iii) the sum of: (1) the Aggregate Principal Balance of all Collateral Obligations (excluding each Collateral Obligation being sold but including, without duplication, each Collateral Obligation being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Obligation) and (2) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (save for interest accrued on Eligible Investments)) is equal to or greater than the Reinvestment Target Par Balance;
- (d) in the case of a Substitute Collateral Obligation purchased with Sale Proceeds of a Credit Improved Obligation either:
 - (i) the Aggregate Principal Balance of all Collateral 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 (ii) the sum of: (1) the Aggregate Principal Balance of all Collateral Obligations (excluding each Collateral Obligation being sold but including, without duplication, each Collateral Obligation being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Obligation) and (2) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (save for interest accrued on Eligible Investments)) is greater than the Reinvestment Target Par Balance;

- (e) either: (A) each of the Portfolio Profile Tests and the Collateral Quality Tests will be satisfied; or (B) as calculated immediately prior to any purchase of a Substitute Collateral Obligation, if any of the Portfolio Profile Tests or Collateral Quality Tests are not satisfied such tests will be maintained or improved after giving effect to such reinvestment; and
- (f) with respect to the reinvestment of Sale Proceeds (other than Sale Proceeds from Credit Improved Obligations, Credit Risk Obligations, Defaulted Obligations and Exchanged Securities) either:
 - (i) the Aggregate Principal Balance of all Collateral 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
 - (ii) the sum of: (1) the Aggregate Principal Balance of all Collateral Obligations (excluding each Collateral Obligation being sold but including, without duplication, each Collateral Obligation being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Obligations) and (2) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (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 Obligations for which the trade date has occurred during the Reinvestment Period but which settle after such date, the purchase of such Collateral Obligations shall be treated as a purchase made during the Reinvestment Period for purposes of the Trust Deed and this Agreement.

20.13 Following the Expiry of the Reinvestment Period

Following the expiry of the Reinvestment Period, Sale Proceeds from the sale of Credit Risk Obligations and Unscheduled Principal Proceeds (with the exception of principal proceeds received both before and after the Reinvestment Period in connection with the acceptance of an Offer where such Offer is by way of novation or substitution, where such principal proceeds will be reinvested automatically as consideration for the novated or substitute Collateral Obligation (subject to the Restructured Obligation Criteria being satisfied)), only, may be reinvested by the Collateral Manager (acting on behalf of the Issuer) in one or more Substitute Collateral Obligations satisfying the Eligibility Criteria, in each case provided that:

- (a) to the Collateral Manager's knowledge (without the need for inquiry or investigation), no Event of Default has occurred that is continuing at the time of such purchase;
- (b) the Aggregate Principal Balance of Substitute Collateral Obligations equals or exceeds (A) the Aggregate Principal Balance of the related Collateral Obligations that produced such Unscheduled Principal Proceeds or (B) the amount of Sale Proceeds of such Credit Risk Obligation, as the case may be;

- (c) the Collateral Obligation Stated Maturity of each Substitute Collateral Obligation is the same as or earlier than the Collateral Obligation Stated Maturity of the Collateral Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds;
- (d) the Weighted Average Life Test was satisfied on the last Business Day of the Reinvestment Period;
- (e) each of the Weighted Average Life Test, the Moody's Maximum Weighted Average Rating Factor Test and the Fitch Maximum Weighted Average Rating Factor Test are satisfied immediately after giving effect to such reinvestment;
- (f) each of the Coverage Tests are satisfied both before and after giving effect to such reinvestment;
- (g) either: (A) each of the Portfolio Profile Tests and the Collateral Quality Tests (except the Weighted Average Life Test, the Moody's Maximum Weighted Average Rating Factor Test and the Fitch Maximum Weighted Average Rating Factor Test) are satisfied after giving effect to such reinvestment; or (B) if any such test was not satisfied immediately prior to such investment, such test will be maintained or improved after giving effect to such reinvestment;
- (h) a Restricted Trading Period is not currently in effect;
- (i) after giving effect to the reinvestment, not more than 7.5 per cent. of the Collateral Principal Amount consist of obligations which are CCC Obligations; and
- (j) after giving effect to the reinvestment, not more than 7.5 per cent. of the Collateral Principal Amount consist of obligations which are Caa Obligations.

Following the expiry of the Reinvestment Period, any Unscheduled Principal Proceeds and any Sale Proceeds from the sale of Credit Risk Obligations that have not been reinvested as provided above prior to the end of the Due Period after such proceeds were received (or, if the Frequency Switch Period has commenced, the Due Period in which such proceeds were received) shall be paid into the Principal Account and disbursed in accordance with the Principal Priority of Payments on the second following Payment Date (or, if the Frequency Switch Period has commenced, the following Payment Date) (subject as provided at the end of this paragraph), save that the Collateral Manager (acting on behalf of the Issuer) may in its discretion procure that Unscheduled Principal Proceeds and Sale Proceeds from the sale of any Credit Risk Obligations are paid into the Principal Account and designated for reinvestment in Substitute Collateral Obligations, in which case such Principal Proceeds shall not be so disbursed in accordance with the Principal Priority of Payments for so long as they remain so designated for reinvestment but for no longer than the later of (a) 30 days following their receipt by the Issuer and (ii) the end of the second following Due Period (or, if the Frequency Switch Period has commenced, the following Due Period); provided that, in each case where any of the applicable Reinvestment Criteria are not satisfied as of the second Payment Date (or, if the Frequency Switch Period

has commenced, the Payment Date) 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 Priority of Payments set out in Condition 3(c)(ii) (*Application of Principal Proceeds*) and such funds shall be applied only in redemption of the Notes in accordance with the Priorities of Payments.

20.14 Unsaleable Assets

Notwithstanding the other requirements set forth in this Agreement, in the Conditions and in the Trust Deed, in connection with the redemption of the Notes in full, the Collateral Manager, in its sole discretion, may conduct an auction on behalf of the Issuer of Unsaleable Assets in accordance with the procedures described in this paragraph. Promptly after receipt of written notice from the Collateral Manager of such auction, the Principal Paying Agent will provide notice (in such form as is prepared by the Collateral Manager) to the Noteholders of an auction, setting forth in reasonable detail a description of each Unsaleable Asset and the following auction procedures: (i) any Noteholder may submit a written bid within 10 Business Days after the date of such notice to purchase one or more Unsaleable Assets no later than the date specified in the auction notice (which will be at least 15 Business Days after the date of such notice); (ii) each bid must include an offer to purchase for a specified amount of cash on a proposed settlement date no later than 20 Business Days after the date of the auction notice; (iii) if no Noteholder submits such a bid within the time period specified under clause (i) above, unless the Collateral Manager determines that delivery in kind is not legally or commercially practicable and provides written notice thereof to the Principal Paying Agent, the Principal Paying Agent will provide notice thereof to each Noteholder and the Collateral Manager shall offer to deliver (at such Noteholder's expense) a pro rata portion (as determined by the Collateral Manager) of each unsold Unsaleable Asset to the Noteholders or beneficial owners of the most senior Class that provide delivery instructions to the Issuer or the Collateral Manager on behalf of the Issuer on or before the date specified in such notice, subject to minimum denominations; provided that, to the extent that minimum denominations do not permit a pro rata distribution, the Issuer or the Collateral Manager on behalf of the Issuer will distribute the Unsaleable Assets on a pro rata basis to the extent possible and the Collateral Manager will select by lottery the Noteholder or beneficial owner to whom the remaining amount will be delivered and deliver written notice thereof to the Issuer; provided, further, that the Issuer or the Collateral Manager on behalf of the Issuer will use commercially reasonable efforts to effect delivery of such interests; and (iv) if no such Noteholder or beneficial owner provides delivery instructions to the Issuer or the Collateral Manager, the Issuer shall offer to deliver (at the cost of the Collateral Manager) the Unsaleable Asset to the Collateral Manager. If the Collateral Manager declines such offer, the Issuer or the Collateral Manager on behalf of the Issuer will dispose of the Unsaleable Asset, which may be by donation to a charity, abandonment or other means. For the avoidance of doubt, any sale or delivery of an Unsaleable Asset to any Noteholder will not result in a decrease in the Principal Amount Outstanding of the Notes.

20.15 Maturity Amendments

The Issuer (or the Collateral Manager on the Issuer's behalf) may vote in favour of a Maturity Amendment only if, after giving effect to such Maturity Amendment: (i) the Collateral Obligation Stated Maturity of the Collateral Obligation that is the subject of

such Maturity Amendment is not later than the Maturity Date of the Rated Notes; and (ii) the Weighted Average Life Test is satisfied. If the Issuer or the Collateral Manager has not voted in favour of a Maturity Amendment which would contravene the requirements of this paragraph but by way of scheme of arrangement or otherwise, the Collateral Obligation Stated Maturity has been extended, the Issuer or the Collateral Manager acting on its behalf may but shall not be required to sell such Collateral Obligation provided that in any event the Collateral Manager shall dispose of such Collateral 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.

20.16 Expiry of Reinvestment Criteria Certification

Immediately preceding the end of the Reinvestment Period, the Collateral Manager will deliver to the Trustee and the Collateral Administrator a schedule of Collateral Obligations purchased by the Issuer with respect to which purchases the trade date has occurred but the settlement date has not yet occurred 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 Obligations for which the trade date has already occurred but the settlement date has not yet occurred) to effect the settlement of such Collateral Obligations.

20.17 Reinvestment Overcollateralisation test

During the Reinvestment Period, if, on any Payment Date during such period after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (V) (inclusive) of the Interest Priority of Payments, the Reinvestment Overcollateralisation Test has not been satisfied, then on the related Payment Date, Interest Proceeds shall be paid to the Principal Account to be applied for the purpose of the acquisition of additional Collateral Obligations in the Required Diversion Amount equal to the lesser of (1) 50 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) through (V) (inclusive) of the Interest Priority of Payments, would be sufficient to cause the Reinvestment Overcollateralisation Test to be satisfied.

20.18 Designation for Reinvestment

After the expiry of the Reinvestment Period, the Collateral Manager shall, one Business Day prior to each Determination Date, notify the Issuer and the Collateral Administrator in writing of all Principal Proceeds which the Collateral Manager determines in its discretion (acting on behalf of the Issuer, and subject to the terms of this Agreement) 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 Payments.

20.19 Accrued Interest

The Collateral Manager (acting on behalf of the Issuer) may direct that the proceeds of sale of any Collateral Obligation which represents accrued interest be designated as Interest Proceeds and paid into the Interest Account save for: (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 (which may be designated as Interest Proceeds and paid into the Interest Account); and (iii) any interest received in respect of a Defaulted Obligation for so long as it is a Defaulted Obligation other than Defaulted Obligation Excess Amounts.

Amounts included in the purchase price of any Collateral 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 Collateral Manager (acting on behalf of the Issuer) but subject to the terms of this 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 Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral 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.

20.20 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 Obligations on any day in the event that such Collateral 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 Collateral Manager in its sole discretion, any proposed investment (whether a single Collateral Obligation or a group of Collateral Obligations) identified by the Collateral Manager as such at the time (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 10 Business Days following the date of determination of such compliance (such period, the “**Trading Plan Period**”); provided that: (i) no Trading Plan may result in the purchase of Collateral Obligations having an Aggregate Principal Balance that exceeds 5 per cent. of the Collateral Principal Amount as of the first day of the Trading Plan Period; (ii) no Trading Plan Period may include a Determination Date; and (iii) no more than one Trading Plan may be in effect at any time during a Trading Plan Period; provided that no Trading Plan may result in the averaging of the purchase price of a Collateral Obligation or Collateral Obligations purchased at separate times for purposes of determining whether any particular Collateral Obligation is a Discount Obligation.

20.21 Eligible Investments

The Issuer or the Collateral 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 Accounts, Unfunded Revolver Reserve Account, the Prefunded Commitment Account and the Payment Account). The Liquidity Facility Provider may direct the Collateral Manager, in writing, to purchase Eligible Investments out of the Balance standing to the credit of the Prefunded Commitment Account and the Collateral Manager shall comply with any such direction provided such investment satisfies the definition of “Eligible Investment”. For the avoidance of doubt, Eligible Investments may be sold by the Issuer or the Collateral Manager (acting on behalf of the Issuer) at any time.

20.22 Collateral Enhancement Obligations

The Collateral Manager (acting on behalf of the Issuer) may, from time to time, purchase Collateral Enhancement Obligations independently or as part of a unit with the Collateral Obligations being so purchased.

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 Supplemental Reserve Account at the relevant time. Pursuant to Condition 3(j)(vi) (*Supplemental Reserve Account*), such Balance shall be comprised of all sums deposited therein from time to time which will comprise (a) amounts which the Collateral Manager acting on behalf of the Issuer determines shall be paid into the Supplemental Reserve Account pursuant to the Priorities of Payments and (b) Collateral Enhancement Obligation Proceeds.

Collateral Enhancement Obligations may be sold at any time and all Collateral Enhancement Obligation Proceeds received by the Issuer shall be deposited into the Supplemental Reserve Account.

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.

20.23 Exercise of Warrants and Options

The Collateral Manager acting on behalf of the Issuer may at any time exercise a warrant or option attached to a Collateral 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.

20.24 Margin Stock

The Collateral Manager, on behalf of the Issuer, shall use reasonable endeavours to sell any Collateral Obligation, Exchanged Security or Collateral Enhancement Obligation which is or at any time becomes Margin Stock as soon as practicable following such event.

20.25 Revolving Obligations and Delayed Drawdown Collateral Obligations

The Collateral Manager acting on behalf of the Issuer may acquire Collateral Obligations which are Revolving Obligations or Delayed Drawdown Collateral Obligations from time to time.

Each Revolving Obligation and Delayed Drawdown Collateral 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 in the event of any default by the obligor thereof in respect of its reimbursement obligations in connection therewith). Such Revolving Obligations and Delayed Drawdown Collateral 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 Obligations, the Issuer shall deposit into the 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 Obligations. To the extent required, the Issuer, or the Collateral 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 reimbursement or indemnification obligations owed by the Issuer to any other lender in connection with a Revolving Obligation or a Delayed Drawdown Collateral Obligation, as applicable and upon receipt of an Issuer Order the Trustee shall be deemed to have released such amounts from the security granted thereover pursuant to the Trust Deed.

The Issuer shall be required to enter into a Currency Hedge Transaction in respect of each Revolving Obligation and Delayed Drawdown Collateral Obligation which is a Non-Euro Obligation. Each such Currency Hedge Transaction shall be subject to the receipt of Rating Agency Confirmation and shall be entered into in respect of the full Principal Balance of such Revolving Obligation and Delayed Drawdown Collateral Obligation (including any Unfunded Amount thereof) and the interim payments payable thereunder shall, pursuant to the terms of such Currency Hedge Transaction, be subject to amendment on an on-going basis to reflect changes in the amount of coupon and/or commitment fees receivable by the Issuer in respect of such Revolving Obligation or Delayed Drawdown Collateral Obligation from time to time as amounts are drawn down thereunder. The specific hedging arrangements relating to any purchase of any Revolving Obligation or Delayed Drawdown Collateral Obligation which, pursuant to its terms, requires the Issuer to make one or more future advances or other extensions of credit in more than one currency shall be subject to the receipt of Rating Agency Confirmation.

20.26 Non-Euro Obligations

The Collateral Manager shall be authorised to purchase, on behalf of the Issuer, Non-Euro Obligations from time to time provided that any such Non-Euro Obligation shall only constitute a Collateral Obligation that satisfies the Eligibility Criteria if, on or about the date of settlement thereof, the Collateral Manager procures entry by the Issuer into a Currency Hedge Transaction pursuant to which the currency risk arising from receipt of cash flows from such Non-Euro Obligation, including interest and

principal payments, is hedged through the swapping of such flows for Euro payments to be made by a Currency Hedge Counterparty. Rating Agency Confirmation shall be required in relation to entry into (a) each Currency Hedge Transaction unless such Currency Hedge Transaction is a Form Approved Hedge and (b) each Currency Hedge Transaction in respect of each Revolving Obligation and Delayed Drawdown Collateral Obligation which is a Non-Euro Obligation.

20.27 Participations

The Collateral Manager acting on behalf of the Issuer may from time to time acquire Collateral Obligations from Selling Institutions by way of Participation provided that at the time such Participation is taken:

- (a) the percentage of the Collateral Principal Amount 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 Collateral Principal Amount 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 Obligation.

Each Participation entered into pursuant to a sub-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); or
- (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.

20.28 Assignments

The Collateral Manager acting on behalf of the Issuer may from time to time acquire Collateral Obligations from Selling Institutions by way of Assignment provided that at the time such Assignment is acquired the Collateral 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 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).

21 HEDGING ARRANGEMENTS

21.1 Hedge Agreements

Subject to the satisfaction of the Hedging Condition, the Issuer (or the Collateral Manager on its behalf) may enter into transactions documented under a 1992 ISDA Master Agreement (Multicurrency – Cross Border) or a 2002 ISDA Master Agreement (Multicurrency – Cross Border) or such other form published by the International Swaps and Derivatives Association, Inc. (“**ISDA**”). Each Hedge Transaction will be evidenced by a confirmation entered into pursuant to a Hedge Agreement.

Each Hedge Transaction will be for the purposes of:

- (a) in the case of an Interest Rate Hedge Transaction, hedging any interest rate mismatch between the Rated Notes and the Collateral Obligations; and
- (b) in the case of a Currency Hedge Transaction, exchanging payments of principal, interest and other amounts in respect of any Non-Euro Obligation for amounts denominated in Euros at the Currency Hedge Transaction Exchange Rate,

in each case subject to receipt of Rating Agency Confirmation in respect thereof (save in the case of a Form Approved Hedge) and provided that the Hedge Counterparty satisfies the applicable Rating Requirement (taking into account any guarantor thereof) and has the Dutch regulatory capacity to enter into derivatives transactions with Dutch residents.

For the avoidance of doubt, the ability of the Issuer or the Collateral Manager on its behalf to enter into any Currency Hedge Transactions, and therefore the ability of the Issuer or the Collateral Manager on its behalf to acquire Non-Euro Obligations, is subject to the satisfaction of the Hedging Condition.

21.2 Replacement Hedge Transactions

(a) Currency Hedge Transactions

In the event that any Currency Hedge Transaction terminates in whole at any time in circumstances in which the applicable Currency Hedge Counterparty is the “Defaulting Party” or sole “Affected Party” (each as defined in the applicable Currency Hedge Agreement), the Issuer (or the Collateral Manager on its behalf) shall use commercially reasonable endeavours to enter into a replacement Currency Hedge Transaction within 30 days of the termination thereof with a counterparty which (or whose guarantor) satisfies the applicable Rating Requirement and which has the Dutch regulatory capacity to enter into derivatives transactions with Dutch residents.

(b) Interest Rate Hedge Transaction

In the event that any Interest Rate Hedge Transaction terminates in whole at any time in circumstances in which the applicable Interest Rate Hedge Counterparty is the “Defaulting Party” or sole “Affected Party” (each as defined in the applicable Interest Rate Hedge Agreement) the Issuer (or the Collateral Manager on its behalf) shall use commercially reasonable endeavours to enter into a replacement Interest Rate Hedge Transaction within 30 days of the termination thereof with a counterparty which (or whose guarantor) satisfies the applicable Rating Requirement and which has the Dutch regulatory capacity to enter into derivatives transactions with Dutch residents.

If, following the insolvency of the Issuer and/or the acceleration of the Notes, the Currency Hedge Counterparty elects not to early terminate any Currency Hedge Transaction, such Currency Hedge Transaction shall terminate in accordance with its terms upon the sale of the relevant Non-Euro Obligation, resulting in the Currency Hedge 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 Currency Hedge Transaction, as determined by the Currency Hedge Counterparty) to the Issuer.

21.3 Standard Terms of Currency Hedge Transactions

Any Currency Hedge Transaction shall contain the following terms (provided that the Issuer may enter into Currency Hedge Transactions on different terms than those set forth below, subject to receipt of Rating Agency Confirmation in respect thereof):

- (a) on the effective date of entry into such transaction, the Issuer pays to the Currency Hedge Counterparty an initial exchange amount in Euros equal to the purchase price of such Non-Euro Obligation, converted into Euros at the Currency Hedge Transaction Exchange Rate in exchange for payment by the Currency Hedge Counterparty of an initial exchange amount in the relevant currency equal to the purchase price of such Non-Euro Obligation;
- (b) on or about the scheduled date of termination of such transaction, the Issuer pays to the Currency Hedge Counterparty a final exchange amount equal to the amount payable upon maturity of the Non-Euro Obligation in the relevant currency (the “**Proceeds on Maturity**”) in exchange for payment by the Currency Hedge Counterparty of a final exchange amount denominated in Euros, such final exchange amount to be an amount equal to the Proceeds on Maturity converted into Euros at the Currency Hedge Transaction Exchange Rate;
- (c) on or about the date of each scheduled payment of interest on the Non-Euro Obligations, the Issuer pays to the Currency Hedge Counterparty an amount in the relevant non-Euro currency based on the principal amount outstanding from time to time of the relevant Non-Euro Obligation (the “**Non-Euro Notional Amount**”) and equal to the interest payable in respect of the Non-Euro Obligation and the Currency Hedge Counterparty will pay to the Issuer

an amount based on the outstanding principal amount of the related Non-Euro Obligation and equal to the interest payable in respect of the Non-Euro Obligation converted into Euros at the Currency Hedge Transaction Exchange Rate (the “**Euro Notional Amount**”);

- (d) the amounts payable pursuant to the terms of a Currency Hedge Transaction in respect of a Delayed Drawdown Collateral Obligation shall be subject to change on an ongoing basis to reflect changes in the amount of the interest and/or commitment fees receivable by the Issuer in respect of such Delayed Drawdown Collateral Obligation from time to time as amounts are drawn down and/or repaid thereunder; and
- (e) upon the sale of a Non-Euro Obligation which is the subject of a Currency Hedge Transaction, the Currency Hedge Transaction relating thereto shall be terminated on or around the date of such sale in accordance with its terms, resulting in either (i) the Currency Hedge Counterparty receiving the proceeds of the sale of the Non-Euro Obligation from the Issuer (which shall be funded outside the Priorities of Payment from the Currency Account) and returning the Sale Proceeds to the Issuer (which shall be credited to the Principal Account); or (ii) the Issuer retaining the proceeds of sale of the Non-Euro Obligation and either receiving a payment from the Currency Hedge Counterparty or making a payment to the Currency Hedge Counterparty out of such sale proceeds in connection with the termination of the Currency Hedge Transaction as required under the applicable Currency Hedge Agreement (any amounts so received by the Issuer to be converted into Euro at the prevailing spot exchange rate and paid into the Principal Account in accordance with the Conditions).

The Collateral Manager, acting on behalf of the Issuer, shall convert all amounts received by it in respect of any Non-Euro Obligation which is not the subject of a related Currency Hedge Transaction into Euros promptly upon receipt thereof at the then prevailing Spot Rate and shall procure that such amounts are paid into the Principal Account or the Interest Account, as applicable.

All amounts received by the Issuer in respect of Non-Euro Obligations shall be paid into the appropriate Currency Account and all amounts payable by the Issuer under any Currency Hedge Transaction (other than any initial exchange amounts payable in Euros by the Issuer, any Hedge Replacement Payments and any Currency Hedge Issuer Termination Payments save to the extent otherwise provided in Condition 3(j)(ix) (*Currency Accounts*)) will be paid out of the appropriate Currency Account, in each case to the extent amounts are available therein.

The Issuer shall only be obliged to pay Scheduled Periodic Currency Hedge Issuer Payments to a Currency Hedge Counterparty if and to the extent it actually receives the corresponding amount in respect of the relevant Non-Euro Obligation.

The Issuer shall be required to enter into a Currency Hedge Transaction in respect of each Revolving Obligation and Delayed Drawdown Collateral Obligation which is a Non-Euro Obligation. Each such Currency Hedge Transaction shall be subject to the receipt of Rating Agency Confirmation and shall be entered into in respect of the full Principal Balance of such Revolving Obligation and Delayed Drawdown Collateral

Obligation (including any Unfunded Amount thereof) and the interim payments payable thereunder shall, pursuant to the terms of such Currency Hedge Transaction, be subject to amendment on an on- going basis to reflect changes in the amount of coupon and/or commitment fees receivable by the Issuer in respect of such Revolving Obligation or Delayed Drawdown Collateral Obligation from time to time as amounts are drawn down thereunder. The specific hedging arrangements relating to any purchase of any Revolving Obligation or Delayed Drawdown Collateral Obligation which, pursuant to its terms, requires the Issuer to make one or more future advances or other extensions of credit in more than one currency shall be subject to the receipt of Rating Agency Confirmation

21.4 Standard Terms of 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 applicable Hedge Counterparty and subject to receipt of Rating Agency Confirmation in respect thereof (other than in respect of any Form Approved Hedges).

(a) Gross-up

Under each Hedge Agreement the Issuer will not be obliged to gross up any payments thereunder in the event of any withholding or deduction for or on account of tax required to be paid on such payments. The event of any withholding or deduction for or on account of tax required to be paid in respect of payments under each Hedge Agreement may however result in a “Tax Event” which is a “Termination Event” for the purposes of the relevant Hedge Agreement. In the event of the occurrence of a Tax Event (as defined in such Hedge Agreement), each Hedge Agreement will include provision for the relevant Affected Party (as defined therein) to use reasonable endeavours to (i) (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 (ii) (in the case of the Issuer) transfer its residence for tax purposes to another jurisdiction (subject in some cases to the consent of the Hedge Counterparty) so as to avoid the requirement to withhold or deduct for or on account of tax subject to satisfaction of the conditions specified therein and in the Conditions (including Rating Agency Confirmation).

(b) 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 Payments set out in Condition 3(c) (*Priorities of Payments*). The Issuer will have the benefit of non-petition language similar to the language set out in Condition 4(c) (*Limited Recourse*).

(c) 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 occurrence of a number of events (including without limitation):

- (i) certain events of bankruptcy, insolvency, receivership or reorganisation of the Issuer or the related Hedge Counterparty;
- (ii) 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;
- (iii) 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;
- (iv) a regulatory change or change in the regulatory status of the Issuer which cannot be remedied by a modification of the relevant Hedge Agreement, as further described in the relevant Hedge Agreement;
- (v) 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 in some cases, the Trustee has started to direct the sale (by appointment of a Receiver or otherwise) of all or part of the Collateral as a consequence thereof;
- (vi) the Notes are redeemed in whole prior to the Maturity Date (otherwise than as a result of an Event of Default thereunder);
- (vii) representations related to certain regulatory matters prove to be incorrect when made, if the Issuer becomes subject to AIFMD, if the Issuer or the Collateral Manager is required to register as a “commodity pool operator” pursuant to the United States Commodity Exchange Act of 1936, as amended and certain representations relating to EMIR;
- (viii) 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; and
- (ix) any other event as specified in the relevant Hedge Agreement.

A termination of a Hedge Agreement does not constitute an Event of Default under the Notes though the repayment in full of the Notes may be an additional termination event under a Hedge Agreement.

Hedge Agreements may also contain provisions which allow a Hedge 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 Obligation would not constitute a Defaulted Obligation (as such term is defined in the Conditions).

In such instances the related Hedge Transaction would terminate and the Issuer (or the Collateral Manager acting on its behalf) may need to sell the related Non-Euro Obligation unless a Replacement Hedge Transaction can be entered into.

Upon the occurrence of any Event of Default or Termination Event (each as defined in the applicable Hedge Agreement), a Hedge Agreement may be terminated by the Hedge Counterparty or the Issuer (or the Collateral Manager on its behalf) in accordance with the detailed provisions thereof and a lump sum (the “Termination Payment”) may become payable by the Issuer to the applicable Hedge Counterparty or vice versa. Such Termination Payment will be determined by the applicable Hedge Counterparty and/or Issuer (or the Collateral Manager on its behalf) by reference to market quotations obtained in respect of the entry into a replacement swap(s) on the same terms as that terminated or as otherwise described in the applicable Hedge Agreement or, to the extent that such determination does not produce a commercially reasonable result, any loss suffered by a party.

(d) Rating Downgrade Requirements

Each Hedge Agreement shall contain the terms and provisions required by the Rating Agencies for the type of derivative transaction represented by the Hedge Transactions in the event that the Hedge Counterparty (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies 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 (or, as relevant, its guarantor) 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.

(e) Transfer and Modification

The Collateral 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 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 to enter into derivatives transactions with Dutch 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.

(f) 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.

22 CONDITIONS APPLICABLE TO ALL TRANSACTIONS INVOLVING SALE AND/OR PURCHASE

22.1 Arm's Length Basis

Any transaction effected under Clause 19 (*Purchase of Obligations in the Portfolio*) and Clause 20 (*Management of Portfolio*) shall be conducted on an arm's length basis, and, if effected with a Person Affiliated with the Collateral Manager, the Issuer or the Trustee, shall be effected on terms no less favourable to the Issuer than would be the case if such Person were not so Affiliated.

22.2 Grant of Security

Upon any acquisition of Substitute Collateral Obligations pursuant to Clause 20 (*Management of the Portfolio*) or acquisition of additional Collateral Obligations or Collateral Enhancement Obligations pursuant to Clause 20 (*Management of the Portfolio*), all of the Issuer's right, title and interest to the Substitute Collateral Obligations, or, as the case may be, Collateral Enhancement Obligations shall be granted by way of security to the Trustee pursuant to Clauses 6.2 (*Collateral Manager and Collateral Administrator*) and 5.1 (*Charge and Assignment*) of the Trust Deed.

22.3 Other Transactions

Notwithstanding anything contained in this Clause 22 (*Conditions Applicable to all Transactions Involving Sale and/or Purchase*) to the contrary, the Issuer or the Collateral Manager on its behalf shall have the right to effect any transaction which has been consented to by Noteholders evidencing 100% of the aggregate Principal Amount Outstanding of each Class of Notes Outstanding and of which the Rating Agencies have been notified. Notwithstanding any provision of this Agreement to the contrary, the Collateral Manager shall not incur any liability as a result of any action taken by it (in the absence of negligence, wilful default or bad faith) upon such direction.

22.4 Provision of Information

The Collateral Manager shall, in any Test Request or otherwise and subject to any confidentiality obligations binding on the Collateral Manager and/or the Issuer, provide the Collateral Administrator with all information in its possession in its capacity as Collateral Manager necessary to ensure the Collateral Administrator can make any certification required pursuant to this Agreement within any required time period.

22.5 Trustee not Responsible

The Trustee shall have no responsibility to oversee compliance with this Clause 22 (*Conditions Applicable to all Transactions Involving Sale and/or Purchase*) by the other parties hereto.

23 SUSPENSION OF INVESTMENT AND RELEASE OF SECURITY

23.1 Suspension of Investment

Notwithstanding any other provision of this Agreement, the Issuer or the Collateral Manager on its behalf shall not purchase, acquire or enter into (as appropriate) any Collateral Obligation, Substitute Collateral Obligation, Collateral Enhancement Obligation or take any other action in respect of the Collateral at any time following the notification to it of the occurrence of an Event of Default under the Notes which is continuing, save to the extent that such commitment was entered into prior to the notification of such Event of Default to the Collateral Manager or unless directed to do so by the Trustee.

23.2 Release of Security

Provided no Event of Default or Potential Event of Default has occurred and is continuing the Trustee shall release a Collateral Obligation or, as the case may be, Eligible Investment, Equity Security or Collateral Enhancement Obligation from the Security created pursuant to Clause 5.1 (*Charge and Assignment*) of the Trust Deed upon receipt of an Issuer Order delivered to the Trustee at least two Business Days prior to the settlement date (or such shorter period as the Trustee shall otherwise agree) for any sale of such Collateral Obligation, which Issuer Order certifies or attaches certification from the Collateral Administrator as to the requirements of Clause 20 (*Management of the Portfolio*).

Upon receipt of such Issuer Order, the Trustee shall countersign such Issuer Order, which countersignature shall operate to release the security interest over such obligation. The Trustee shall, where relevant, promptly thereafter forward such countersigned Issuer Order to the Custodian, the delivery of which shall constitute instructions to the Custodian to deliver any such obligation, if in physical form, duly endorsed to the broker or purchaser designated in such Issuer Order or, if such obligation is held within a clearing system in uncertificated form, cause an appropriate transfer thereof to be made, in each case against receipt of the sales price therefor as set forth in such Issuer Order.

24 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 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 Obligations in respect of which a binding commitment has been made to purchase such Substitute Collateral Obligations but such purchase has not been settled shall nonetheless be deemed to have been purchased for the purposes of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests. Collateral Obligations in respect of which a binding commitment has been made to sell such Collateral Obligations, but such sale has not been settled, shall be deemed to have been sold for the purposes of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests.

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 Obligation from being a Collateral Obligation.

24.1 The Portfolio Profile Tests

The Portfolio Profile Tests will consist of each of the following:

- (a) not less than 90.0 per cent. of the Collateral Principal Amount shall consist of obligations which are Secured Senior Obligations (which term, for the purposes of this paragraph (a), shall comprise the aggregate of the Aggregate Principal Balance of the Secured Senior Obligations and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account, in each case as at the relevant Measurement Date);
- (b) not more than 10.0 per cent. of the Collateral Principal Amount shall consist of Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds;
- (c) not more than 2.5 per cent. of the Collateral Principal Amount shall be the obligation of any single Obligor, provided that in the case of Collateral Obligations which are not Secured Senior Obligations, not more than 1.5 per cent. of the Collateral Principal Amount shall be the obligation of any single Obligor;
- (d) not more than 10.0 per cent. of the Collateral Principal Amount shall consist of Non-Euro Obligations;
- (e) not more than 5.0 per cent. of the Collateral Principal Amount shall consist of Participations;
- (f) not more than 5.0 per cent. of the Collateral Principal Amount shall consist of Current Pay Obligations;
- (g) not more than 5.0 per cent. of the Collateral Principal Amount shall consist of obligations which are Revolving Obligations or Delayed Drawdown Collateral Obligations;
- (h) not more than 7.5 per cent. of the Collateral Principal Amount shall consist of obligations which are CCC Obligations;
- (i) not more than 7.5 per cent. of the Collateral Principal Amount shall consist of obligations which are Caa Obligations;

- (j) not more than 3.0 per cent. of the Collateral Principal Amount shall consist of Bridge Loans;
- (k) not more than 5.0 per cent. of the Collateral Principal Amount shall consist of Corporate Rescue Loans, provided that no more than 2.0 per cent. shall consist of Corporate Rescue Loans of a single Obligor;
- (l) not more than 2.5 per cent. of the Collateral Principal Amount shall consist of prefunded Letters of Credit;
- (m) not more than 5.0 per cent. of the Collateral Principal Amount shall consist of obligations which are PIK Securities;
- (n) not more than 10.0 per cent. of the Collateral Principal Amount shall consist of obligations which are Fixed Rate Collateral Obligations;
- (o) not more than 5.0 per cent. of the Collateral Principal Amount shall consist of obligations which pay scheduled interest less frequently than semi-annually but no less frequently than annually (other than, for the avoidance of doubt, PIK Securities);
- (p) not more than 10.0 per cent. of the Collateral Principal Amount shall consist of Obligors who are Domiciled in countries or jurisdictions rated below “A-” by Fitch;
- (q) not more than 10.0 per cent. of the Collateral Principal Amount shall consist of Obligors who are Domiciled in countries or jurisdictions the local currency country bond ceiling rating of which by Moody’s is greater than or equal to “Baa3” and less than or equal to “A1”;
- (r) not more than 20.0 per cent. of the Collateral Principal Amount shall consist of Cov-Lite Loans;
- (s) the limits set forth in the Bivariate Risk Table determined by reference to the ratings of Selling Institutions shall be satisfied; and
- (t) not more than 5.0 per cent. of the Collateral Principal Amount shall consist of obligations of borrowers with Total Facilities greater than or equal to €100,000,000 or the equivalent but less than €150,000,000 or the equivalent;
- (u) not more than 30 per cent. of the Collateral Principal Amount shall consist of Obligors which are classified in the two Fitch Industry Categories containing the most Collateral Obligations by Aggregate Principal Balance; and
- (v) not more than 10.0 per cent. of the Collateral Principal Amount shall consist of obligations whose Moody’s Rating is derived from an S&P rating.

The percentage requirements applicable to different types of Collateral Obligations specified in the Portfolio Profile Tests shall be determined by reference to the Aggregate Principal Balance of such type of Collateral Obligations, excluding Defaulted Obligations.

E. GENERAL

25 CONFIDENTIALITY

25.1 Maintenance of Records and Confidentiality

The Collateral Manager and the Collateral Administrator shall each maintain appropriate books of account and records relating to services performed hereunder, and such books of account and records shall be accessible for inspection by a representative of the Issuer, the Trustee and the Independent accountants appointed by the Issuer pursuant to this Agreement at any time during normal business hours and, prior to an Event of Default or Potential Event of Default occurring, on not less than five Business Days' prior notice. Each of the Collateral Manager and the Collateral Administrator shall keep confidential any and all information obtained in connection with the services rendered hereunder and shall not disclose any such information to non-Affiliated third parties except:

- (a) to the extent permitted with the prior written consent of the Issuer and the Trustee;
- (b) such information as the Rating Agencies shall reasonably request in connection with the rating of any of the Notes;
- (c) in connection with establishing trading or investment accounts or otherwise in connection with effecting transactions on behalf of the Issuer;
- (d) in the case of the Collateral Manager, as required by law, regulation, court order or the rules or regulations of any self-regulatory organisation, body, fiscal authority or official having jurisdiction over the Collateral Manager;
- (e) to its professional advisers;
- (f) such information as shall have been publicly disclosed other than in violation of this Agreement; or
- (g) in the case of the Collateral Manager, any information in the possession of, or obtained by, the Collateral Manager in any capacity other than as Collateral Manager under this Agreement,

provided that the Collateral Manager shall not be obliged to breach any confidentiality undertaking to which it is subject. To the extent any such confidentiality undertaking is incompatible with any release of information described above, the Collateral Manager shall use reasonable endeavours to acquire waivers, an appropriate confidentiality obligation from the recipient of such information or, where applicable, official rulings to allow such release.

25.2 Ratings

The Issuer and the Collateral Manager each hereby agree, in connection with the ratings of any Collateral Obligation which has a rating which is a credit estimate given by the relevant Rating Agency, that it will not disclose such credit estimate to

any person (other than the Trustee, the Collateral Administrator and their professional advisors) who is not a director, secondee, agent, senior employee or professional advisor of the Issuer or the Collateral Manager, as the case may be, whether directly or indirectly unless such person provides a confidentiality undertaking to the Issuer and the Collateral Manager. This covenant will not extend to any credit estimate that (a) is disclosed to such person or third party other than in breach of this covenant or (b) comes into the public domain from a source other than the Issuer or Collateral Manager, as the case may be.

26 NO PARTNERSHIP OR JOINT VENTURE

Nothing contained in this Agreement (a) shall constitute the Issuer, the Collateral Manager and the Collateral Administrator members of any partnership, joint venture, association, syndicate, unincorporated business or other separate entity, (b) shall be construed to impose any liability as such on any of them or (c) shall be deemed to confer on any of them any express, implied or apparent authority to incur any obligation or liability on behalf of the other. Each of the Collateral Manager's and the Collateral Administrator's relation to the Issuer shall be that of an agent.

27 ASSIGNMENTS AND REPLACEMENT

- (a) Except as described in this Clause 27 (*Assignments and Replacement*), no rights or obligations under this Agreement (or any interest therein) may be assigned or delegated by the Collateral Manager.
- (b) The Collateral Manager is permitted to assign its rights and delegate its duties under this Agreement to any transferee or delegate so long as (i) such assignment or delegation is consented to by the Issuer, the Controlling Class (acting by Ordinary Resolution) and the Subordinated Noteholders (acting by Ordinary Resolution) in each case excluding any Notes held by the Collateral Manager or any of its Affiliates, (ii) each Rating Agency has confirmed in writing that the then- current rating assigned by such Rating Agency to any of the Notes will not be reduced, withdrawn or qualified as a result of such assignment or delegation, (iii) such transferee or delegate is an Eligible Successor.
- (c) The Collateral Manager is permitted to assign its rights and delegate its duties under this Agreement to any Affiliate or Related Entity of the Collateral Manager and any such assignment shall not be subject to the requirements specified at (i) and (ii) of the preceding paragraph; provided, that such Affiliate (i) is an Eligible Successor, and (ii) such assignment or transfer is in compliance with the restrictions set out in, and does not cause, directly or indirectly, the transaction to be non-compliant with the requirements of, the Retention Requirements. Notwithstanding the delegation of its duties, the Collateral Manager shall not be relieved of any of its duties under this Agreement regardless of the performance of any services by any delegate and shall remain liable for the performance of its obligations under this Agreement.

- (d) Any corporation, partnership or limited liability company into which the Collateral Manager may be merged or converted or with which it may be consolidated, or any corporation, partnership or limited liability company resulting from any merger, conversion or consolidation to which the Collateral Manager will be a party, or any corporation, partnership or limited liability company succeeding to all or substantially all of the collateral management business of the Collateral Manager, will be the successor to the Collateral Manager without any further action by the Collateral Manager, the Issuer, the Trustee, the holders of the Notes or any other person or entity; provided, that the resulting entity qualifies as an Eligible Successor.
- (e) Any assignment in accordance with this Agreement will bind the assignee in the same manner as the Collateral Manager is bound. Upon the execution and delivery of a counterpart of this Agreement by the assignee, the Collateral Manager will be released from further obligations under this Agreement, except with respect to (x) its agreements and obligations arising under various sections of this Agreement in respect of acts or omissions occurring prior to such assignment and (y) its obligations under this Agreement in respect of acts upon termination. Any rights of the Collateral Manager stated to survive the termination of this Agreement, shall remain vested in the Collateral Manager after the termination in accordance with the terms herein.
- (f) The Collateral Manager may employ third parties (including Affiliates and Related Entities) to render advice (including investment advice) and assistance to the Issuer; provided, that (A) the Collateral Manager will not be relieved of any of its duties under this Agreement as a result of such employment of third parties and (B) the Collateral Manager will 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 this Agreement, and provided that such third party has the requisite Dutch regulatory capacity. The Collateral Manager may not, however, employ or permit Affiliates or third parties to perform services on its behalf if such employment or permission would cause the Issuer to be subject to tax in any jurisdiction outside its jurisdiction of incorporation or would cause any additional value added tax to become payable by the Issuer.

28 REPRESENTATIONS AND WARRANTIES

28.1 Issuer

The Issuer hereby represents and warrants to the Collateral Manager, the Trustee and the Collateral Administrator as follows:

- (a) The Issuer has been duly incorporated and is validly existing under the laws of The Netherlands as a private company with limited liability, has the full corporate power and authority to own its assets and the obligations proposed to be owned by it and included in the Portfolio and to transact the business in which it is presently engaged and is duly qualified under the laws of each jurisdiction where the performance of its obligations under this Agreement, the Agency and Account Bank Agreement, the Conditions, the Trust Deed or

the Notes would require, such qualification, except for any failure to be so qualified, authorised or licensed that would not in the aggregate have a material adverse effect on the business, operations, assets or financial condition of the Issuer.

- (b) The Issuer has full corporate power and authority to execute, deliver and perform this Agreement, the Agency and Account Bank Agreement, the Trust Deed and the Notes and has taken all necessary action to authorise this Agreement, the Agency and Account Bank Agreement, the Trust Deed and the Notes on the terms and conditions hereof and thereof and the execution, delivery and performance of this Agreement, the Agency and Account Bank Agreement, the Trust Deed and the Notes and the performance of all obligations imposed upon it hereunder and thereunder. No consent of any other person including, without limitation, stockholders and creditors of the Issuer, and no licence, permit, approval or authorisation of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority, other than those that have been or shall be obtained in connection with the Trust Deed and the issuance of the Notes, is required by the Issuer in connection with this Agreement, the Agency and Account Bank Agreement, the Trust Deed or the Notes or the execution, delivery, performance, validity or enforceability of this Agreement, the Agency and Account Bank Agreement, the Trust Deed or the Notes or the obligations imposed upon it hereunder or thereunder. This Agreement constitutes, and each instrument or document required hereunder, when executed and delivered hereunder, shall constitute the legally valid and binding obligations of the Issuer enforceable against the Issuer in accordance with its terms, subject as to enforcement, to (x) the effect of bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' rights, as such laws would apply in the event of any bankruptcy, receivership, insolvency, the appointment of an administrator or similar event applicable to the Issuer and (y) general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity).
- (c) The execution, delivery and performance of this Agreement, the Agency and Account Bank Agreement, the Trust Deed and the Notes and any documents and instruments required thereunder shall not violate any provision of any existing law or regulation binding on the Issuer, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on or applicable to the Issuer, or the Governing Instruments of, or any securities issued by, the Issuer or of any mortgage, trust deed, lease, contract or other agreement, instrument or undertaking to which the Issuer is a party or by which the Issuer or any of its assets is or may be bound, the violation of which would have a material adverse effect on the business, operations, assets or financial condition of the Issuer, and shall not result in or require the creation or imposition of any security interest or lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, trust deed, lease, contract or other agreement, instrument or undertaking (other than the security interests created pursuant to Clause 5.1 (*Charge and Assignment*) of the Trust Deed).

- (d) The Issuer is not in violation of its Governing Instruments or in breach or violation of or in default under the Trust Deed or any contract or agreement to which it is a party or by which it or any of its assets may be bound, or any applicable statute or any rule, regulation or order of any court, government agency or body having jurisdiction over the Issuer or its properties, the breach or violation of which or default under which would have a material adverse effect on the validity or enforceability of this Agreement or the performance by the Issuer of its duties hereunder.
- (e) True and complete copies of the Trust Deed and the Issuer's Governing Instruments have been or, by no later than the Issue Date, will be delivered to the Collateral Manager.
- (f) The Issuer agrees to deliver a true and complete copy of each and every amendment to the documents referred to in Clause 28.1(e) (*Issuer*) above to the Collateral Manager as promptly as practicable after the adoption or execution thereof.
- (g) Its financing activities have been conducted and will be conducted in a manner so that it complies with the rules of the Dutch FSA, including in particular that it has not received and will not prior to the Issue Date receive any repayable funds (*opvorderbare gelden*) from any persons or entities other than PMPs or from PMPs and one single non-PMP.
- (h) The Issuer is resident for tax purposes only in The Netherlands and shall take all necessary steps to maintain its tax residence only in The Netherlands and the Issuer shall not take any steps (other than steps which are necessary in order for the Issuer to comply with its obligations under the Transaction Documents) that may lead to it being resident for tax purposes outside of The Netherlands.

28.2 Collateral Manager

The Collateral Manager hereby represents and warrants to the Issuer and the Trustee (as to itself only) as follows:

- (a) The Collateral Manager is a limited liability company duly formed and validly existing under the laws of England and has full power and authority to own its assets and to transact the business in which it is currently engaged and is duly qualified, authorised or licensed under the laws of each jurisdiction where its ownership or lease of property or the conduct of its business requires, or the performance of its obligations under this Agreement and the other Transaction Documents to which it is a party would require such qualification, authorisation or licensing, except for those jurisdictions in which the failure to be so qualified, authorised or licensed would not have a material adverse effect on the ability of the Collateral Manager to perform its obligations under, or on the validity or enforceability of, this Agreement and the other Transaction Documents to which it is a party.
- (b) The Collateral Manager has full power and authority to execute and deliver this Agreement and the other Transaction Documents to which it is a party and

to perform all obligations required hereunder and under the provisions of the other Transaction Documents which are applicable to the Collateral Manager, and the Collateral Manager has taken all necessary action to authorise this Agreement and the other Transaction Documents to which it is a party on the terms and conditions hereof and thereof, and the execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party and all obligations required hereunder and under the terms of the other Transaction Documents which are applicable to the Collateral Manager.

- (c) All consents of any governmental or regulatory entity and all licenses, permits, approvals or authorisations of, exemptions by, notices or reports to, and registrations, filings or declarations with, any governmental authority required by the Collateral Manager in connection with this Agreement or the other Transaction Documents to which it is a party or the execution, delivery, performance, validity or enforceability of this Agreement or the other Transaction Documents to which it is a party or the obligations required hereunder or under the terms of the other Transaction Documents which are applicable to the Collateral Manager have been obtained except where failure to obtain such consents, licenses, permits, approvals and authorisations would not in the aggregate have a material adverse effect on the ability of the Collateral Manager to perform its obligations under this Agreement.
- (d) This Agreement, the other Transaction Documents to which the Collateral Manager is a party, and each instrument and document required hereunder or thereunder have been executed and delivered by a duly authorised signatory of the Collateral Manager, and this Agreement and the other Transaction Documents each constitutes, and each instrument and document required hereunder and thereunder when executed and delivered by the Collateral Manager shall constitute, the legally valid and binding obligations of the Collateral Manager enforceable against the Collateral Manager in accordance with their terms, subject, as to enforcement, to (A) the effect of bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' rights, as such laws would apply in the event of any bankruptcy, receivership, insolvency or similar event applicable to the Collateral Manager and (B) general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity).
- (e) The execution and delivery of this Agreement and the other Transaction Documents to which the Collateral Manager is a party and the performance of its obligations hereunder and thereunder and the documents and instruments required hereunder or thereunder do not violate any provision of any existing law or regulation binding on or applicable to the Collateral Manager, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on the Collateral Manager, or the Governing Instruments of, or any securities issued by the Collateral Manager or of any mortgage, trust agreement, lease, contract or other agreement, instrument or undertaking to which the Collateral Manager is a party or by which the Collateral Manager or any of its assets is or may be bound, the violation of which would have a material adverse effect on the ability of the Collateral Manager to perform its obligations under this Agreement or any of the other Transaction Documents,

and shall not result in or require the creation or imposition of any security interest or lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, trust deed, lease, contract or other agreement, instrument or undertaking to which it is a party.

- (f) There is no charge, investigation, action, suit or proceeding before or by any court pending or, to the knowledge of the Collateral Manager, threatened that, if determined adversely to the Collateral Manager, would have a material adverse effect upon the performance by the Collateral Manager of its duties under, or on the validity or enforceability of this Agreement and the provisions of the other Transaction Documents applicable to the Collateral Manager.
- (g) The Collateral Manager is authorised to carry on its business in the United Kingdom (including acting as collateral manager hereunder) and has performed all necessary notifications and other formalities to be able to lawfully provide investment management services to an entity such as the Issuer in The Netherlands on a cross-border basis.
- (h) The Collateral Manager is not in violation of its Governing Instruments or in breach or violation of or in default under any contract or agreement to which it is a party or by which it or any of its property may be bound, or any applicable statute or any rule, regulation or order of any court, government agency or body having jurisdiction over the Collateral Manager or its properties, the breach or violation of which or default under which would have a material adverse effect on the validity or enforceability of this Agreement or the provisions of the other Transaction Documents applicable to the Collateral Manager, or the performance by the Collateral Manager of its duties hereunder or thereunder.
- (i) The Collateral Manager is carrying on a business of providing investment management services and shall continue to carry on such a business throughout the term of this Agreement.
- (j) The services supplied hereunder are carried out by the Collateral Manager in the ordinary course of its business of providing investment management services.
- (k) As at the date hereof, the Collateral Manager derives less than 70% of its income, profits or gains from the investment management services business it provides hereunder and it is the Collateral Manager's intention and expectation that this will continue to be the case at all times whilst it remains the Collateral Manager.
- (l) The remuneration which the Collateral Manager receives from the Collateral Manager for the provision of the services under this Agreement is at a rate which is not less than that which is customary for the provision of the type of services to be provided by the Collateral Manager under this Agreement.
- (m) The Collateral Manager provides its investment management services from a business establishment in the United Kingdom.

- (n) The Collateral Manager is, and will be at any time as long as it is a party to this Agreement, resident for tax purposes only in the United Kingdom.
- (o) It is and it shall continue to be the intention of the Collateral Manager and any agent of the Collateral Manager who provides investment management services as contemplated by this Agreement and any persons connected with them at all times during which the Collateral Manager or any agent of the Collateral Manager is providing investment management services under this Agreement, that at least 80% of the Issuer's relevant disregarded income shall, in relation to any qualifying period, consist of amounts to which none of the Collateral Manager, any agent of the Collateral Manager who provides investment management services as contemplated by this Agreement or persons connected to them has a beneficial entitlement, and they shall take all necessary and reasonable steps to fulfil that intention at all times. For the purposes of this Clause 28.2(o) (*Collateral Manager*), the terms “**qualifying period**”, “**relevant disregarded income**” and “**beneficial entitlement**” shall have the meaning set out in section 1148 of the Corporation Tax Act 2010, and the identification of where persons are connected shall be construed in accordance with section 1122 of the Corporation Tax Act 2010.
- (p) The Collateral Manager does not treat the Issuer as an entity within the “group” (as defined in Article 2(16) of EMIR) to which the Collateral Manager or any other “non-financial counterparty” (as defined in Article 2(9) of EMIR) in the same "group" as the Collateral Manager belongs.

28.3 Collateral Administrator

The Collateral Administrator hereby represents and warrants to the Issuer and the Trustee as follows:

- (a) The Collateral Administrator is a banking institution duly incorporated as a stock corporation and validly existing under the laws of Germany and is acting through its London branch and has full corporate power and authority to execute, deliver and perform this Agreement and all obligations required hereunder and has taken all necessary corporate action to authorise this Agreement on the terms and conditions hereof, the execution, delivery and performance of this Agreement and all obligations required hereunder. No consent of any other person including, without limitation, stockholders and creditors of the Collateral Administrator, and no license, permit, approval or authorisation of, exemption by, notice or report to, or registration, filing or declaration with, any governmental authority is required by the Collateral Administrator in connection with this Agreement or the execution, delivery, performance, validity or enforceability of this Agreement and the obligations imposed upon it hereunder. This Agreement constitutes, and each instrument and document required hereunder, when executed and delivered by the Collateral Administrator hereunder, will constitute, the legal, valid and binding obligations of the Collateral Administrator enforceable against the Collateral Administrator in accordance with their terms subject, as to enforcement, (a) to the effect of bankruptcy, insolvency or similar laws affecting generally the enforcement of creditors' rights as such laws would apply in the event of any bankruptcy, receivership, insolvency or similar event

applicable to the Collateral Administrator and (b) to general equitable principles (whether enforceability of such principles is considered in a proceeding at law or in equity).

- (b) The execution, delivery and performance of this Agreement and the documents and instruments required hereunder will not violate any provision of any existing law or regulation binding on the Collateral Administrator, or any order, judgment, award or decree of any court, arbitrator or governmental authority binding on the Collateral Administrator, or the articles of association or by-laws of the Collateral Administrator or of any mortgage, trust deed, lease, contract or other agreement, instrument or undertaking to which the Collateral Administrator is a party or by which the Collateral Administrator or any of its assets may be bound, the violation of which would have a material adverse effect on the business, operations, assets or financial condition of the Collateral Administrator and will not result in, or require, the creation or imposition of any lien on any of its property, assets or revenues pursuant to the provisions of any such mortgage, trust deed, lease, contract or other agreement, instrument or undertaking.
- (c) The Section entitled “*Description of the Collateral Administrator - General*” in the Offering Circular (the “**Collateral Administrator Information**”) does not purport to provide the scope of disclosure required to be included in a prospectus with respect to a registrant in connection with the offer and sale of securities of such registrant registered under the Securities Act. Within such scope of disclosure, however, as of the date of each such offering circular and as of the Issue Date, the Collateral Administrator Information is true in all material respects and does not omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

29 OBSERVATION RIGHTS

The Issuer covenants and agrees to give timely notification to the Collateral Manager in advance of each meeting of the Managing Directors of the Issuer (other than meetings which are purely administrative in nature), to provide in a timely manner any materials distributed to the Managing Directors in connection with such meeting and to afford a representative of the Collateral Manager the opportunity to be present at each such meeting, in person or by telephone, at the option of the Issuer.

30 LIMITED RECOURSE AND NON PETITION

The obligations of the Issuer to pay amounts due and payable in respect of this Agreement, 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 Payments. Notwithstanding anything to the contrary in this Agreement, the Conditions or any other Transaction Document, if the net proceeds of realisation of the security constituted by the Trust Deed and the Euroclear Security Agreement, upon enforcement thereof in accordance with Condition 11 (*Enforcement*) and the provisions of the Trust Deed or otherwise are less than the aggregate amount payable in such circumstances by the Issuer in respect of this Agreement, 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 parties hereto and the other Secured Parties and in such circumstances will be limited to such net proceeds, which shall be applied in accordance with the Priorities of Payments. In such circumstances, the other assets (including the Issuer Dutch Account and its rights under the Issuer Management Agreement) of the Issuer will not be available for payment of such shortfall which shall be borne by the Class A-1 Noteholders, the Class A-2 Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Subordinated Noteholders the parties hereto and the other Secured Parties in accordance with the Priorities of Payments (applied in reverse order). In such circumstances the rights of the parties hereto and the other Secured Parties to receive any further amounts in respect of such obligations shall be extinguished and none of the parties hereto, the Noteholders of each Class or the other Secured Parties may take any further action to recover such amounts. None of the parties hereto, the Noteholders of any Class, the Trustee, the other Secured Parties (or 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 this Agreement, 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 and the Euroclear Security Agreement (including by appointing a receiver or an administrative receiver).

In addition, none of the parties hereto, 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, this Agreement 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 parties hereto (other than the Issuer), 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.

31 NOTICES

Any notice or demand to the Collateral Manager, the Issuer, the Trustee, the Collateral Administrator, the Custodian or the Rating Agencies to be given, made or served for any purposes under this Agreement shall be given, made or served by sending the same by pre-paid post (first class if inland or first class airmail if overseas) or facsimile transmission or by email (with a signed PDF attached) or by delivering it by hand as follows:

To the Issuer:

Grosvenor Place CLO 2013-1 B.V.

Herikerbergweg 238

Luna ArenA, 1101 CM Amsterdam Zuidoost The Netherlands

Attention: The Managing Directors

Telephone: +31(0)20 575 56 94

Facsimile: +31(0)20 673 00 16

To the Collateral Manager:

CQS Investment Management Limited

5th Floor

33 Chester Street

London

SW1X 7BL

Attention: Loan Team / Team Operations

Telephone: +44 207 201 6900

Fax: +44 207 201 1200

Email: loanoperations@cqsm.com;
loanteam@cqsm.com

To the Trustee:

Deutsche Trustee Company Limited

Winchester House

1 Great Winchester Street

London

EC2N 2DB

Attention: The Managing Director (TAS)

Facsimile: +44 207 545 3686

To the Custodian or the Collateral Administrator:

Deutsche Bank AG, London Branch

Winchester House

1 Great Winchester Street

London

EC2N 2DB

Attention: TAS (SCS Group – EMEA)

Facsimile: +44 207 545 3686

Email: grosvenor@list.db.com

To the Information Agent:

Deutsche Bank Trust Company Americas

1761 East St. Andrew Place
Santa Ana
California, 92705
USA

Attention: SCS - Grosvenor Place CLO 2013-1 B.V.
Facsimile: +1 714-705-4163
Telephone: +1 714-247-6103
Email: connie.cao@db.com

To the Rating Agencies:

Fitch Ratings Limited

30 North Colonnade
Canary Wharf London
E14 5GN

Attention: CDO Surveillance
Telephone: +44 203 530 1000
Email: london.cdosurveillance@fitchratings.com

Moody's Investors Service Limited

One Canada Square
Canary Wharf
London E14 5FA

Attention: CDO Monitoring Team
E-mail: monitor.cdo@moodys.com

or to such other address or facsimile number as shall have been notified (in accordance with this Clause 31 (*Notices*), to the other parties hereto and any notice or demand sent by post as aforesaid shall be deemed to have been given, made or served three days in the case of inland post or seven days in the case of overseas post after despatch and any notice or demand sent by facsimile transmission as aforesaid shall be deemed to have been given, made or served 24 hours after the time of despatch provided that in the case of a notice or demand given by facsimile transmission such notice or demand shall forthwith be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice or demand given by facsimile transmission.

32 ENGLISH LANGUAGE

Each communication and document made or delivered by one party to another pursuant to this Agreement shall be in the English language or accompanied by a translation thereof into English certified (by an officer of the person making or delivering the same) as being a true and accurate translation thereof.

33 PARTIAL INVALIDITY

If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

34 BINDING NATURE OF AGREEMENT

This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and assigns as provided herein.

35 ENTIRE AGREEMENT; AMENDMENTS

- (a) This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.
- (b) This Agreement may not be modified or amended other than (i) by an agreement in writing executed by the parties hereto and (ii) in accordance with Clause 27 (*Waiver, Determination and Modification*) of the Trust Deed.

36 CONSENT TO ASSIGNMENT BY WAY OF SECURITY

- (a) The Collateral Manager hereby consents to and acknowledges the provisions regarding assignment of the Issuer's rights under this Agreement set out in Clause 5.1(a)(vii) (*Charge and Assignment*) of the Trust Deed.
- (b) The Collateral Administrator hereby consents to and acknowledges the provisions regarding assignment of the Issuer's rights under this Agreement set out in Clause 5.1(a)(vii) (*Charge and Assignment*) of the Trust Deed.

37 CONFLICT WITH THE TRUST DEED

In the event that this Agreement requires any action to be taken with respect to any matter and the Trust Deed requires that a different action be taken with respect to such matter, the provisions of the Trust Deed in respect thereof shall prevail.

38 TRUSTEE PROVISIONS

In the event that there is any change in the identity of the Trustee in accordance with the Trust Deed the parties hereto shall each execute such documents as the incoming trustee and the outgoing Trustee may require for the purpose of vesting in the incoming trustee the rights, powers and obligations of the Trustee, and releasing the

outgoing Trustee of its future obligations, under this Agreement and the Trust Deed and shall give notice thereof to each of the Rating Agencies.

It is hereby agreed and acknowledged that by its execution of this Agreement, the Trustee shall not assume nor have any of the obligations or liabilities of the Collateral Manager, the Collateral Administrator, the Custodian or the Issuer under this Agreement. All the provisions of the Trust Deed relating to the exercise by the Trustee of its powers, trusts, authorities, duties, rights and discretions shall apply, *mutatis mutandis*, to the discharge by the Trustee of its powers, trusts, authorities, duties, rights and discretions under this Agreement.

39 EXEMPTION FOR COLLATERAL ADMINISTRATOR AND COLLATERAL MANAGER

The Collateral Administrator is exempted from any liability arising from or in connection with the actions or inactions of the Collateral Manager or Trustee pursuant to this Agreement. The Collateral Manager is exempted from any liability arising from or in connection with the actions or inactions of the Collateral Administrator or Trustee pursuant to this Agreement.

40 TERM AND TERMINATION

40.1 Term

This Agreement will automatically terminate upon the earliest to occur of (i) the payment in full of the Notes, in accordance with their terms, (ii) the liquidation of the Portfolio and the final distribution of the proceeds of such liquidation as provided in the Transaction Documents, and (iii) the determination in good faith by the Issuer that the Issuer or the Portfolio has become required to be registered under the Investment Company Act, and the Issuer notifies the Collateral Manager thereof.

40.2 Liability upon Termination, Resignation or Removal

If this Agreement is terminated pursuant to this Clause 40 (*Term and Termination*), such termination shall be without any further liability or obligation of any party to the other, except as provided in Clause 8 (*Fees and Expenses of the Collateral Manager*), Clause 9 (*Limits on Responsibility of the Collateral Manager*), Clause 10.6 (*Action upon Termination*), Clause 16 (*Fees and Expenses of the Collateral Administrator*), Clause 17 (*Limits on Responsibility of the Collateral Administrator*) and Clause 30 (*Limited Recourse and Non Petition*) of this Agreement, each of which for the avoidance of doubt shall survive termination of this Agreement. Termination is without prejudice to accrued rights of either party and provisions intended to survive termination and to the right of the Collateral Manager and the Collateral Administrator, respectively, to settle outstanding obligations for transactions in progress; provided however that such obligations become legally binding prior to a termination event pursuant to this Clause 40 (*Term and Termination*) or notice to that effect given by the Collateral Manager or Collateral Administrator, as the case may be.

41 COUNTERPARTS

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

42 POWER OF ATTORNEY

If the Issuer is represented by an attorney or attorneys in connection with the signing and/or execution and/or delivery of this Agreement or any agreement or document referred to herein or made pursuant hereto and the relevant power or powers of attorney is or are expressed to be governed by the laws of The Netherlands, it is hereby expressly acknowledged and accepted by the other parties hereto that such laws shall govern the existence and extent of such attorney's or attorneys' authority and the effects of the exercise thereof.

43 INDULGENCES NOT WAIVERS

Neither the failure nor any delay on the part of any party hereto to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any other right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

44 GOVERNING LAW

This agreement (and any dispute, controversy proceedings or claim of whatever nature arising out of or in any way relating to this agreement or its formation) shall be governed by, and shall be construed in accordance with, English law.

45 JURISDICTION

45.1 Jurisdiction

Each of the Issuer and the Collateral Manager irrevocably agrees that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement (respectively "**Proceedings**" and "**Disputes**") and, for such purposes, irrevocably submits to the jurisdiction of such courts. Each of the Issuer and the Collateral Manager irrevocably waives any objection which it might now or hereafter have to the courts of England being nominated as the forum to hear and determine any Proceedings and to settle any Disputes and agrees not to claim that any such court is not a convenient or appropriate forum.

45.2 Issuer's Agent for Service of Process

The Issuer hereby irrevocably appoints TMF Corporate services Limited (having an office, at the date hereof, at 6 St Andrew Street, 5th Floor, London EC4R 3AE), to receive service of process on its behalf as its respective authorised agent for service of process in England. If for any reason such agent shall cease to be such agent for service of process, the Issuer shall forthwith appoint a new agent for service of process in England and deliver to the Collateral Manager, the Collateral Administrator, the Custodian and the Trustee a copy of the new agent's acceptance of appointment within 30 days. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

45.3 Collateral Manager's Agent for Service of Process

The Collateral Manager hereby irrevocably appoints CQS Investment Management Limited (Attention: Legal Department) of 5th Floor, 33 Grosvenor Place, London SW1X 7BL to receive service of process on its behalf as its respective authorised agent for service of process in England. If for any reason such agent shall cease to be such agent for service of process, the Collateral Manager shall forthwith appoint a new agent for service of process in England and deliver to the Issuer, the Collateral Administrator, the Custodian and the Trustee a copy of the new agent's acceptance of appointment within 30 days. Nothing in this Agreement shall affect the right to serve process in any other manner permitted by law.

45.4 Non-Exclusive Jurisdiction

The submission to the jurisdiction of the courts referred to in this Clause 45 (*Jurisdiction*) is for the benefit of the Trustee and shall not (and shall not be construed so as to) limit the right of the Trustee to take Proceedings against any of the Issuer, the Collateral Manager or the Collateral Administrator in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings against any of the Issuer, the Collateral Manager or the Collateral Administrator in any other jurisdiction (whether concurrently or not) to the extent permitted by applicable law.

46 **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Save for any Indemnified Party as provided by Clause 9.3 (*Issuer's Indemnity*) and Clause 9.4 (*Collateral Manager's Indemnity*), a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term hereof but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

IN WITNESS WHEREOF this Agreement has been executed as a deed and delivered on the date written above.

SCHEDULE 1
FORM OF ISSUER ORDER

[*Insert Date*]

To: Deutsche Trustee Company Limited (as Trustee)
Winchester House
1 Great Winchester Street
London EC2N 2DB

Deutsche Bank AG, London Branch (as Collateral Administrator and Custodian)
Winchester House
1 Great Winchester Street
London EC2N 2DB

Grosvenor Place CLO 2013-1 B.V. (as Issuer)
Herikerbergweg 238
Luna ArenA, 1101 CM
Amsterdam Zuidoost
The Netherlands

Copy to: CQS Investment Management Limited (as Collateral Manager)
5th Floor
33 Chester Street
London SW1X 7BL

Dear Sirs

Grosvenor Place CLO 2013-1 B.V. (the “**Issuer**”)

This letter, together with the annexes substantially in the form of “**Annex for Sale of Asset**” and “**Annex for Purchase of Asset**” (each, an “**Annex**”) hereto, constitutes an Issuer Order pursuant to the terms of the Collateral Management Restatement Agreement dated 23 January 2015, as amended (the “**Collateral Management Restatement Agreement**”) between the Trustee, the Collateral Administrator, the Custodian, the Issuer, the Information Agent and CQS Investment Management Limited (the “**Collateral Manager**”).

Terms not otherwise defined herein shall bear the same meaning as in the Collateral Management Restatement Agreement.

The Collateral Manager hereby confirms that it is the Collateral Manager of the Issuer and its actions proposed hereunder are permitted pursuant to the terms of the Collateral Management Restatement Agreement.

From time to time the Collateral Manager shall notify the Trustee and the Collateral Administrator of a Transaction by way of an Annex, which shall include substantially the following information:

Asset Details	
Type of investment	[Collateral Obligations/Collateral Enhancement Obligations/Exchanged Securities/Eligible Investments]
Issue/Obligation Name	
Tranche	
Instrument ID	[LoanX ID, ISIN or CUSIP]
Current Par Amount (in Issue Currency)	
Currency	
Coupon Type Description	[Floating/Fixed]
Current Spread	
Rating Moody's	
Rating Moody's – Source	[Public /Private]
Rating Fitch	
Rating Fitch – Source	[Public /Private]
Country	
Maturity Date	
Issuer Industry Classification – Moody's	
Issuer Industry Classification – Fitch	
Recovery Rate – Moody's	
Recovery Rate – Fitch	
Asset Type	[1st Lien/2nd Lien/Mezzanine/PIK Loan]
Security Type	[Loan/Bond]
PIK Coupon	
Trade Details	
Purchase or Sale	
Counterparty	
Price	
Trade Date	
Settlement Date	
Method of Transfer	[Assignment/Sub-Participation]

A. For Sale of Assets [Select one Reason for Sells and Delete others]

Reason for Sale:

1 Discretionary Sale

Collateral Administrator please certify that the Aggregate Principal Balance of Collateral Obligations (excluding Credit Improved Obligations, Credit Risk Obligations, Defaulted Obligations or Exchanged Securities) sold this year (rolling annual periods from [insert Effective Date]) is less than 25% of the Collateral Principal Amount at the beginning of this year.

We hereby certify that

- (a) no Event of Default has occurred which is continuing;
- (b) after giving effect to such sale, the Aggregate Principal Balance outstanding of all Collateral Obligations sold as described in Clause 20.5 (*Discretionary*

Sales) during the preceding 12 calendar months (or, for the first 12 calendar months after the Issue Date, during the period commencing on the Issue Date) is not greater than 25 per cent. of the Collateral Principal Amount as of the first day of such 12 calendar month period (or as of the Issue Date, as the case may be); and

(c) either (select as applicable):

(i) [during the Reinvestment Period,] [the Collateral Manager reasonably believes prior to such sale that it will be able to enter one or more binding commitments to reinvest all or a portion of the proceeds of such sale in one or more additional Collateral Obligations within 60 calendar days after the settlement of such sale in accordance with the Reinvestment Criteria]; or

(ii) [at any time, either:] [(1) the Sale Proceeds from such sale are at least equal to the Investment Criteria Adjusted Balance of such Collateral Obligation; or (2) after giving effect to such sale, the Collateral Principal Amount will be greater than (or equal to) the Reinvestment Target Par Balance].

2 Credit Improved Obligation

We hereby certify that no Event of Default has occurred which is continuing.

3 Credit Risk Obligation

We hereby certify that no Event of Default has occurred which is continuing.

4 Defaulted Obligation/Equity Security

We hereby certify that no Event of Default has occurred which is continuing.

5 Optional Redemption

The Collateral Obligations set out above are being sold upon an Optional Redemption of the Notes in accordance with Condition 7(b) (*Optional Redemption*).

6 Enforcement of Security

The Collateral Obligations are being sold upon the enforcement of security following the occurrence of an Event of Default.

7 Purchase of Notes

We hereby certify that the Collateral Obligation set out above is being sold to fund the purchase of Notes by the Issuer and we further certify that the Sale Proceeds from the sale of such Collateral Obligation (based on commitments to purchase such Collateral Obligation) will be sufficient to pay a purchase price of €[●] for the relevant Notes (which is the price notified to us by the Issuer as the purchase price of the relevant Notes).

B. Purchase of Asset [Select one reason for purchases and delete others]

1 Discretionary Acquisition

The required Collateral Administrator's certification is attached pursuant to A.1 above. [*Attach Issuer Order relating to Collateral Obligation sold which is signed by Collateral Administrator certifying that relevant Sale Proceeds fall within 25% bucket as set out at A.1.*]

Collateral Administrator please certify that paragraphs (a) and (f) of the Reinvestment Criteria will be satisfied following acquisition of the Collateral Obligation set out above.

We hereby certify that no Event of Default has occurred which is continuing.

2 Acquisition following sale of Credit Improved Obligation

Collateral Administrator please certify that paragraphs (a) and (d) of the Reinvestment Criteria will be satisfied following acquisition of the Collateral Obligation set out above.

3 Acquisition following sale of Credit Risk Obligation

Collateral Administrator please certify that paragraphs (a) and (c) of the Reinvestment Criteria will be satisfied following acquisition of the Collateral Obligation set out above.

4 Acquisition following sale of Defaulted Obligation

Collateral Administrator please certify that paragraphs (a) and (c) of the Reinvestment Criteria will be satisfied following acquisition of the Collateral Obligation set out above.

C. Request for Confirmation by Trustee and Instructions to Custodian [Select one and delete other]

[*Sales*] Accordingly, please countersign this letter to confirm your release of Security over the relevant Collateral Obligations being sold and, where relevant, forward the same to the Custodian to instruct it to deliver the relevant security as detailed above and to receive the Sale Proceeds and credit them to the Custody Account pending instructions from the Collateral Administrator as to where to credit the Sales Proceeds.

[*Purchases*] Accordingly, please countersign this letter, which shall operate to release the security over the necessary purchase price which is standing to the credit of the Principal Account and the Interest Account and forward the same to:

- (i) the Account Bank with instructions to pay the purchase price on the purchase date from and to the account specified in payment instructions above; and
- (ii) where, relevant, the Custodian to notify the Custodian of the details of such purchase.

Signed by and on behalf of
CQS INVESTMENT MANAGEMENT LIMITED
in its capacity as Collateral Manager

Signed as a deed by and on behalf of
DEUTSCHE BANK AG, LONDON
BRANCH in its capacity as Collateral
Administrator

Date

The Trustee shall release Security constituted over the relevant Collateral Obligation(s) or the purchase price standing to the credit of the Principal Account and the Interest Account, as applicable by countersigning the Annex.

The COMMON SEAL of
DEUTSCHE TRUSTEE COMPANY
LIMITED in its capacity as Trustee
was affixed to this deed in the presence of

Date

Annex for Sale of Asset

Currency	Trade Counterparty	CLO	Obligor Name	Asset / Tranche Name	Maturity Date	Traded Amount	Trade Price	Trade Date	Trade Type	Instrument ID	Country	Spread	Seniority	Coupon Type	Moody's Ratings		Fitch Ratings		Industry		Reason for Trade	Additional Comments	
															Rating Type	Rating	Rating Type	Rating	Moody's	Fitch			

This Annex – For Sale of Asset is supplemental to, and should be read and construed in accordance with, the Issuer Order [●] 2015 (the “**Issuer Order**”). Notwithstanding anything to the contrary in the Issuer Order, the terms of this Annex – For Sale of Asset shall apply to any Transaction for the sale of an asset by the Collateral Manager on behalf of the Issuer. In the event of any inconsistency between this Annex – For Sale of Asset and the Issuer Order, this Annex – For Sale of Asset shall govern.

Terms not otherwise defined herein shall bear the same meaning as those terms defined in the Issuer Order.

Request for Certification by Trustee and Instructions to Custodian

Accordingly, please countersign this letter, which shall operate to release the security over the necessary purchase price which is standing to the credit of the Principal Account and the Interest Account and forward the same to:

- (i) the Account Bank with instructions to pay the purchase price on the purchase date from and to the account specified in payment instructions above; and
- (ii) where, relevant, the Custodian to notify the Custodian of the details of such purchase.

SIGNED as a DEED by CQS) _____
INVESTMENT MANAGEMENT) Director
LIMITED in its capacity as Collateral)
 Manager acting by a director and)
 director/secretary) _____
) Director/Secretary

We hereby release Security constituted over the relevant Collateral Debt Obligation(s) or the purchase price standing to the credit of the Principal Account and the Interest Account, as applicable.

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY)
LIMITED)
in its capacity as Trustee)
was affixed to this deed in the presence of:)

Date

Associate Director: _____

Associate Director: _____

Annex for Purchase of Asset

Currency	Trade Counterparty	CLO	Obligor Name	Asset / Tranche Name	Maturity Date	Traded Amount	Trade Price	Trade Date	Trade Type	Instrument ID	Country	Spread	Seniority	Coupon Type	Moody's Ratings		Fitch Ratings		Industry		Reason for Trade	Additional Comments	
															Rating Type	Rating	Rating Type	Rating	Moody's	Fitch			

This Annex – For Purchase of Asset is supplemental to, and should be read and construed in accordance with, the Issuer Order dated [●] 2015 (the “**Issuer Order**”). Notwithstanding anything to the contrary in the Issuer Order, the terms of this Annex – For Purchase of Asset shall apply to any Transaction for the sale of an asset by the Collateral Manager on behalf of the Issuer. In the event of any inconsistency between this Annex – For Purchase of Asset and the Issuer Order, this Annex – For Purchase of Asset shall govern.

Terms not otherwise defined herein shall bear the same meaning as those terms defined in the Issuer Order.

Request for Certification by Trustee and Instructions to Custodian

Accordingly, please countersign this letter, which shall operate to release the security over the necessary purchase price which is standing to the credit of the Principal Account and the Interest Account and forward the same to:

- (i) the Account Bank with instructions to pay the purchase price on the purchase date from and to the account specified in payment instructions above; and
- (ii) where, relevant, the Custodian to notify the Custodian of the details of such purchase.

SIGNED as a DEED by CQS) _____
INVESTMENT MANAGEMENT) Director
LIMITED in its capacity as Collateral)
 Manager acting by a director and)
 director/secretary) Director/Secretary

We hereby release Security constituted over the relevant Collateral Debt Obligation(s) or the purchase price standing to the credit of the Principal Account and the Interest Account, as applicable.

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY)
LIMITED)
in its capacity as Trustee)
was affixed to this deed in the presence of:)

Date

Associate Director: _____

Associate Director: _____

SCHEDULE 2

DESCRIPTION OF THE REPORTS

Part A

Monthly Reports

Portfolio

- (a) the Aggregate Principal Balance of the Collateral Obligations and Eligible Investments representing Principal Proceeds;
- (b) the Collateral Principal Amount of the Collateral Obligations;
- (c) the Adjusted Collateral Principal Amount of the Collateral Obligations;
- (d) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Obligation, its Principal Balance (in the case of Deferring Securities, both including and excluding capitalised or deferring interest), LoanX ID, CUSIP number, ISIN or identification thereof, annual interest rate or spread (and EURIBOR floor if any), facility, Collateral Obligation Stated Maturity, Obligor, the Domicile of the Obligor, currency, Moody's Recovery Rate, Moody's Rating, Fitch Rating, Fitch Recovery Rate and any other public rating (other than any confidential credit estimate), its Moody's industry category and Fitch industry category;
- (e) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Obligation, whether such Collateral Obligation is a Secured Senior Obligation, Unsecured Senior Loan, Second Lien Loan, Mezzanine Obligation or High Yield Bond, Fixed Rate Collateral Obligation, Corporate Rescue Loan, PIK Security, Current Pay Obligation, Revolving Obligation, Delayed Drawdown Collateral Obligation, Bridge Loan, Discount Obligation, a Swapped Non-Discount Obligation or a Deferring Security;
- (f) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Enhancement Obligation and Exchanged Security (to the extent applicable), its Principal Balance, face amount, annual interest rate, Collateral Obligation 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;
- (g) subject to any confidentiality obligations binding on the Issuer, the number, identity and, if applicable, Principal Balance of, respectively, any Collateral Obligations, Collateral Enhancement Obligations or Exchanged Securities that were released for sale or other disposition (specifying the reason for such sale or other disposition and the section of this Agreement pursuant to which such sale or other disposition was made), the Aggregate Principal Balances of Collateral Obligations released for sale or other disposition at the Collateral 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 Collateral Manager;

- (h) subject to any confidentiality obligations binding on the Issuer, the purchase or sale price of each Collateral Obligation, Eligible Investment and Collateral Enhancement Obligation acquired by the Issuer and in which the Issuer has granted a security interest to the Trustee, and each Collateral 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 Collateral Manager;
- (i) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Obligation which became a Defaulted Obligation or Deferring Security or in respect of which an Exchanged Security has been received since the date of determination of the last Monthly Report and the identity and Principal Balance of each CCC Obligation, Caa Obligation and Current Pay Obligation;
- (j) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral 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;
- (k) the Aggregate Principal Balance of Collateral Obligations which were upgraded or downgraded since the most recent Monthly Report and of which the Collateral Administrator or the Collateral Manager has actual knowledge;
- (l) the approximate Market Value of, respectively, the Collateral Obligations and the Collateral Enhancement Obligations as provided by the Collateral Manager;
- (m) in respect of each Collateral Obligation, its Moody's Rating and Fitch 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;
- (n) the Aggregate Principal Balance of Collateral Obligations comprising Participations in respect of which the Selling Institutions are not the lenders of record; and
- (o) a commentary provided by the Collateral Manager with respect to the Portfolio.

Accounts

- (a) the Balances standing to the credit of each of the Accounts; and
- (b) the purchase price, principal amount, redemption price, annual interest rate, maturity date and Obligor under each Eligible Investment purchased from funds in the Accounts.

Liquidity Facility

- (a) the principal amount of any drawing under the Liquidity Facility Agreement;
- (b) the aggregate amount owing under the Liquidity Facility Agreement on the immediately preceding Payment Date; and
- (c) the undrawn amount of the Liquidity Facility.

Hedge Transactions

- (a) the name of the Hedge Counterparty;
- (b) the outstanding notional amount of each Hedge Transaction and, in the case of an Interest Rate Hedge Transaction, the current rate of EURIBOR;
- (c) the amount scheduled to be received and paid by the Issuer pursuant to each Hedge Transaction on or before the next Payment Date;
- (d) the then current Fitch rating and, if applicable, Moody's rating in respect of each Hedge Counterparty and whether such Hedge Counterparty satisfies the Rating Requirements; and
- (e) 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.

Coverage Tests and Collateral Quality Tests

- (a) a statement as to whether each of the Class A Par Value Test, the Class B Par Value Test, the Class C Par Value Test and the Class D Par Value Test is satisfied and details of the relevant Par Value Ratios;
- (b) a statement as to whether each of the Class A Interest Coverage Test, the Class 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;
- (d) a statement as to whether each of the Collateral Quality Tests is satisfied and the pass levels thereof;
- (e) a statement identifying any Collateral Obligation in respect of which the Collateral Manager has made its own determination of "Market Value" (pursuant to the definition thereof) for the purposes of any of the Coverage Tests.

Portfolio Profile Tests

- (a) in respect of each Portfolio Profile Test, 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 Fitch Rating and Moody's 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 whether the limits specified in the Bivariate Risk Table are met by reference to the Fitch Ratings and Moody's Ratings of Selling Institutions and, if such limits are not met, a statement as to the nature of the non compliance.

Risk Retention

A copy of the written confirmation from the Collateral Manager that:

- (a) it continues to hold an initial principal amount representing not less than 5 per cent. of each Class of Notes; and
- (b) it has not sold, hedged or otherwise mitigated its credit risk under or associated with the Retention Notes or the underlying portfolio of Collateral Obligations, except to the extent permitted in accordance with the Retention Requirements.

Part B

Payment Date Report

Portfolio

- (a) the Aggregate Principal Balance of the Collateral Obligations as of the close of business on such Determination Date, after giving effect to (A) Principal Proceeds received on the Collateral Obligations with respect to the related Due Period and the reinvestment of such Principal Proceeds in Substitute Collateral Obligations during such Due Period and (B) the disposal of any Collateral Obligations during such Due Period;
- (b) subject to any confidentiality obligations binding on the Issuer, a list of, respectively, the Collateral 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-1 Notes, the Class A-2 Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, on the next Payment Date; and
- (d) EURIBOR for the related Due Period and the Floating Rate of Interest applicable to each Class of Rated Notes during the related Due Period.

Payment Date Payments

- (a) the amounts payable and amounts paid pursuant to the Interest Priority of Payments, the Principal Priority of Payments and the Post-Acceleration Priority of Payments;
- (b) the Trustee Fees and Expenses, the amount of any Collateral Management Fees and Administrative Expenses payable on the related Payment Date, in each case, on an itemised basis; and

- (c) any Defaulted Currency Hedge Termination Payments and Defaulted Interest Rate 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 Payments on such Payment Date;
- (f) the amounts payable from the Principal Account through a transfer to the Payment Account pursuant to the Priorities of Payments on such Payment Date;
- (g) the amounts payable from any other Accounts (through a transfer to the Payment Account) pursuant to the Priorities of Payments 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.

Liquidity Facility

The information required pursuant to “Monthly Reports—Liquidity Facility” above.

Risk Retention

The information required pursuant to “Monthly Reports—Risk Retention” above.

SCHEDULE 3

DUE DILIGENCE

1 General

The Collateral Manager (acting on behalf of the Issuer) shall procure that due diligence is carried out in relation to the Collateral Obligations (including, without limitation, as to the transferability thereof) and in doing so the Collateral Manager shall undertake such due diligence in accordance with the standard of care as set out in Clause 3.2(b) (*Standard of Care*) of this Agreement, except as otherwise expressly provided in this Agreement or the Trust Deed. In relation to any particular transfer or set of transfers the Collateral Manager shall consider whether it is appropriate to procure a written legal opinion relating to the validity and enforceability of the transfer to the Issuer of a Collateral Obligation to be included in the Portfolio. If and only if the Collateral Manager considers it appropriate shall it procure that such an opinion is delivered to the Issuer.

2 Secured Senior Loans and Mezzanine Obligations

2.1 The Collateral Manager undertakes that it shall ensure that each Collateral Obligation which is transferred either (i) in the case of each such Collateral Obligation which is to be transferred to the Issuer by way of novation or assignment, pursuant to the method set out in or permitted by the underlying transaction documents which establishes such Collateral Obligation, (ii) in the case of any such Collateral Obligation which is to be transferred to the Issuer by way of sub participation, pursuant to a sub participation agreement substantially in the form of the LMA Funded Participation (Par) (as published by the Loan Markets Association from time to time) or the standard form participation agreement produced by the Loan Transfer Association Inc. but which includes additional limited recourse provisions, substantially in the form of those set out hereto, or (iii) otherwise by such alternative method of transfer as the Collateral Manager is satisfied (having regard to the standard of care specified in paragraph 1 (*General*) above and in the main body of this Agreement) is valid and enforceable.

2.2 The Collateral Manager shall ensure that for each Secured Senior Loan or Mezzanine Obligation to be transferred to the Issuer, the governing law of such Secured Senior Loan or Mezzanine Obligation allows for the transfer to be effected either pursuant to the method set out in the underlying transaction documents which establish the Secured Senior Loan or Mezzanine Obligation or to the other method adopted under paragraph 2.1(iii) (*Secured Senior Loans and Mezzanine Obligations*) above.

2.3 The Collateral Manager shall ensure that, in connection with any transfer of Secured Senior Loans or Mezzanine Obligation to the Issuer it receives:

- (a) a representation as to capacity from the transferor (in the form or substantially in the form contained in the standard trade confirmations issued by the Loan Market Association); and

- (b) (a representation from the transferor confirming that it has good title thereto, free and clear of encumbrances (in the form or substantially in the form contained in the standard trade confirmations issued by the Loan Market Association).

2.4 Prior to any acquisition of a Collateral Obligation that is an interest in or in respect of a Secured Senior Loan or a Mezzanine Obligation in accordance with this Agreement, the Collateral Manager (acting on behalf of the Issuer), shall ensure that due diligence is carried out in good faith and to a standard of care specified in paragraph 1 (*General*) above and in the main body of this Agreement by the Collateral Manager and (to the extent that it deems necessary) its legal advisers, into such matters relating to the Collateral Obligation as the Collateral Manager considers appropriate, including without limitation:

- (a) as to whether payments to the Issuer under such Collateral Obligations as of such date are subject to or free from any withholding or deduction for any taxes, duties, assessments or governmental charges of whatever nature;
- (b) as to whether the applicable acquisition or transfer documents and any documents transferring any security interests over collateral on which such Collateral Obligation is secured are subject to or free from stamp or other duties;
- (c) the extent to which compliance with the regulatory regime of any obligor under a Collateral Obligation is required to ensure the efficacy of transfer of such Collateral Obligation;
- (d) to determine compliance with any confidentiality undertakings applicable to such Collateral Obligation;
- (e) as to whether, upon acquisition of such Collateral Obligation, the Issuer will receive the benefit of any security in relation to such Collateral Obligation;
- (f) in respect of Revolving Obligations and Delayed Drawdown Collateral Obligations, to determine that the Issuer will not be in breach of any law or regulation in the regulatory regime of any obligor under such Collateral Obligation by providing future advances or other extensions of credit thereunder;
- (g) as to whether the par amount of a Collateral Obligation being acquired is at least equal to the minimum acquisition amount under the relevant loan documentation.

2.5 In addition, the Collateral Manager (acting on behalf of the Issuer) shall carry out such analysis of the legal structure of and documentation for each Collateral Obligation as is reasonable having regard to the standard of care specified in paragraph 1 (*General*) above and in the main part of this Agreement, including the validity, enforceability, extent and efficacy of any security therefor in such jurisdictions as the Collateral Manager determines are significant in the context of the Collateral Obligation as a whole and shall reasonably satisfy itself having regard to the standard of care referred to in this paragraph that the benefit of the security in

relation to such Collateral Obligation will be transferred to the Issuer along with title to such Collateral Obligation.

- 2.6 In the case of any Collateral Obligation under which there is no facility agent or security trustee appointed, the Collateral Manager shall take reasonable steps to satisfy itself that the claims of the Issuer thereunder will be recognised and enforced in the jurisdiction of the obligors thereunder.
- 2.7 The Collateral Manager shall reasonably satisfy itself as to the Issuer's valid incorporation and its power and authority to purchase and hold Collateral Obligations. The Collateral Manager shall procure a legal opinion on the Issuer's due incorporation and its power to purchase Collateral Obligations from counsel qualified to practice in the jurisdiction of incorporation of the Issuer and may, where and only where it considers it appropriate, arrange at any time to update such opinion.
- 2.8 Only the provisions of this paragraph 2.8 shall apply to Collateral Obligations which are High Yield Bonds.

Transfer to the Issuer of any Collateral Obligation which is a High Yield Bond will be effected in accordance with usual market procedures.

- 2.9 Where the transferor in respect of a loan is an Affiliate, the Collateral Manager shall ensure that the transfer takes place on the same standard documentation and according to the same procedures as would have been used for a transfer to a transferee which is not an Affiliate.

SCHEDULE 4

ELIGIBILITY CRITERIA

Each Collateral 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 Collateral Manager in its reasonable discretion (capitalised terms in each case read and construed as if such obligation were a Collateral Obligation):

- (a) it is a Secured Senior Obligation, an Unsecured Senior Loan, a Mezzanine Obligation, a Second Lien Loan or a High Yield Bond, in each case;
- (b) it is either (i) denominated in Euros and is not convertible into or payable in any other currency or (ii) denominated in United States dollars, pounds sterling or any other lawful currency of a Non-Emerging Market Country and is not convertible into or payable in any other currency and the Issuer enters into a Currency Hedge Transaction with a notional amount in the relevant currency equal to the aggregate principal amount of such Non- Euro Obligation and otherwise complies with the requirements set out in respect of Non- Euro Obligations in this Agreement;
- (c) it is not a Defaulted Obligation, a Credit Risk Obligation or Equity Security, including any obligation convertible into an Equity Security;
- (d) it is not a lease (including, for the avoidance of doubt, a financial lease);
- (e) it is not a Structured Finance Security or a Synthetic Security;
- (f) it provides for a fixed amount of principal payable in cash on scheduled payment dates and/or at maturity and does not by its terms provide for earlier amortisation or prepayment in each case at a price of less than par;
- (g) it is not a Zero Coupon Security, Step-Up Coupon Security or Step-Down Coupon Security;
- (h) it does not constitute “margin stock” (as defined under Regulation U issued by the Board of Governors of the United States Federal Reserve System);
- (i) it is an obligation in respect of which, following acquisition thereof by the Issuer by the selected method of transfer, payments to the Issuer will not be subject to withholding tax imposed by any jurisdiction (other than withholding taxes in respect of commitment fees, letter of credit fees or similar fees) unless 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;
- (j) it is not an obligation which has a Moody’s Rating of “Caa3” or lower or a Fitch Rating of “CCC” or lower;

- (k) it is not a debt obligation whose repayment is subject to substantial non-credit related risk, including catastrophe bonds or instruments whose repayment is conditional on the non-occurrence of certain catastrophes or similar events;
- (l) 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 owed to the agent bank in relation to the performance of its duties under a Collateral Obligation;
 - (iv) which may arise as a result of an undertaking to participate in a financial restructuring of a Collateral Obligation where such undertaking is contingent upon the redemption in full of such Collateral 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; or
 - (v) which are Delayed Drawdown Collateral Obligations or Revolving Obligations, provided that, in respect of paragraph (iv) only, that 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 Obligation, second lien loan or similar obligation;
- (m) it will not require the Issuer or the pool of collateral to be registered as an investment company under the Investment Company Act;
- (n) it is not a debt obligation that pays scheduled interest less frequently than annually (other than, for the avoidance of doubt, PIK Securities);
- (o) it is not a debt obligation which pays interest only and does not require the repayment of principal;
- (p) it is not subject to an exchange offer, conversion or tender by its issuer for cash, securities or any other type of consideration (other than for an obligation which would itself constitute a Collateral Obligation);
- (q) the Collateral Obligation Stated Maturity thereof falls prior to the Maturity Date of the Notes;
- (r) its acquisition by the Issuer will not result in the imposition of stamp duty or stamp duty reserve tax payable by the Issuer, unless such stamp duty or stamp duty reserve tax has been included in the purchase price of such Collateral Obligation;
- (s) upon acquisition, both (i) the Collateral Obligation is capable of being, and will be, the subject of a first fixed charge, a first priority security interest or comparable security arrangement having substantially the same effect in favour of the Trustee for the benefit of the Secured Parties and (ii) (subject to (i) above) the Issuer (or the Collateral Manager on behalf of the Issuer) has notified the Trustee in the event that any Collateral 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;

- (t) is an obligation of an Obligor or Obligors Domiciled in a Non-Emerging Market Country (as determined by the Collateral Manager acting on behalf of the Issuer);
- (u) is not a Dutch Ineligible Security;
- (v) is not an obligation of a borrower who or which is resident in or incorporated under the laws of The Netherlands and who or which is not acting in the conduct of a business or profession;
- (w) it has not been called for, and is not subject to a pending, redemption;
- (x) it is capable of being sold, assigned or participated to the Issuer, together with any associated security, without any breach of applicable selling restrictions or of any contractual provisions or of any legal or regulatory requirements;
- (y) it is not an obligation in respect of which interest payments are scheduled to decrease (although interest payments may decrease due to unscheduled events such as a decrease of the index relating to a Floating Rate Collateral Obligation, the change from a default rate of interest to a non default rate or an improvement in the Obligor's financial condition);
- (z) it is not an obligation whose acquisition by the Issuer will cause the Issuer to be deemed to have participated in a primary loan origination in the United States;
- (aa) it is not a Project Finance Loan;
- (bb) 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 U.S. Internal Revenue Code;
- (cc) it must require the consent of at least a majority 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 such Underlying Instrument) provided that in the case of a Collateral 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;
- (dd) if it is a Revolving Obligation or Delayed Drawdown Collateral Obligation, it can only be drawn in Euros or its base currency;
- (ee) it is not an obligation of a borrower with Total Facilities of less than €100,000,000 or the equivalent in another currency;
- (ff) it is not a First Lien Last Out Obligation;

- (gg) it is not a Deferring Security; and
- (hh) it is purchased at a price equal to or greater than 65 per cent. of its par value (or, with the consent of the Controlling Class acting by Ordinary Resolution, is purchased at a price equal to or greater than 50 per cent. of its par value).

Other than (i) Issue Date Collateral Obligations which must satisfy the Eligibility Criteria on the Issue Date and (ii) Collateral Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Obligation or by way of substitution of new obligations and/or change of Obligor which in each case may be effected by way of a “cashless roll”) which must satisfy the Restructured Obligation Criteria on the applicable Restructuring Date, the subsequent failure of any Collateral Obligation to satisfy any of the Eligibility Criteria shall not prevent any obligation which would otherwise be a Collateral Obligation from being a Collateral Obligation so long as such obligation satisfied the Eligibility Criteria, when the Issuer or the Collateral Manager on behalf of the Issuer entered into a binding agreement to purchase such obligation.

SCHEDULE 5

COLLATERAL QUALITY TESTS

1 Moody's

Moody's Test Matrix

Subject to the provisions provided below, on or after the Effective Date, the Collateral Manager will have the option to elect which of the cases set forth in the matrix of this Agreement (the "**Moody's Test Matrix**") shall be applicable for purposes of the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Diversity Test and the Minimum Weighted Average Spread Test. For any given case:

- (a) the applicable column for performing the Moody's Minimum Diversity Test will be the column (or linear interpolation between two adjacent columns, as applicable) in which the elected case is set out;
- (b) the applicable row and column for performing the Moody's Maximum Weighted Average Rating Factor Test will be the row and column (or linear interpolation between two adjacent rows and/or two adjacent columns, (as applicable) in which the elected case is set out; and
- (c) the applicable row for performing the Minimum Weighted Average Spread Test will be the row (or linear interpolation between two adjacent rows, as applicable) in which the elected test is set out.

On the Effective Date, the Collateral Manager will be required to elect which case shall apply initially. Thereafter, on two Business Days' notice to the Issuer, the Trustee, the Collateral Administrator and Moody's, the Collateral Manager may elect to have a different case apply, provided that the Moody's Minimum Diversity Test, the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Weighted Average Recovery Rate Test and the Minimum Weighted Average Spread Test applicable to the case to which the Collateral Manager desires to change are satisfied (and, in relation to the Minimum Weighted Average Spread Test, taking into account the case that the Collateral Manager has elected to apply under the Fitch Matrix) or, in the case of any tests that are not satisfied, are closer to being satisfied. In no event will the Collateral Manager be obliged to elect to have a different case apply.

Moody's Test Matrix

Minimum Diversity Score

Minimum
Weighted
Average
Spread

	24	26	28	30	31	32	33	34	35	36	37	38	39	40	42	44	46
3.05%	2145	2195	2235	2275	2285	2310	2320	2330	2335	2340	2345	2355	2365	2380	2395	2415	2430
3.15%	2180	2235	2275	2315	2335	2350	2370	2385	2400	2415	2430	2440	2450	2470	2490	2510	2535
3.25%	2235	2280	2325	2360	2380	2395	2415	2435	2445	2460	2480	2490	2505	2520	2545	2560	2585
3.35%	2270	2320	2360	2405	2420	2440	2455	2475	2490	2510	2525	2540	2550	2565	2590	2610	2630
3.45%	2315	2365	2410	2450	2475	2485	2500	2520	2530	2550	2565	2580	2590	2605	2630	2650	2670
3.55%	2355	2400	2450	2490	2510	2530	2545	2560	2570	2590	2600	2620	2630	2645	2670	2690	2715
3.65%	2390	2450	2490	2530	2545	2565	2580	2600	2615	2625	2650	2660	2670	2685	2705	2730	2755
3.75%	2430	2485	2530	2565	2590	2600	2625	2635	2655	2665	2685	2695	2705	2720	2750	2770	2790
3.85%	2475	2520	2565	2600	2625	2645	2660	2680	2695	2705	2720	2735	2750	2765	2790	2815	2830
3.95%	2510	2555	2600	2650	2660	2685	2695	2720	2730	2750	2760	2775	2790	2800	2825	2850	2870
4.05%	2545	2595	2645	2685	2700	2720	2735	2755	2770	2790	2800	2815	2830	2840	2870	2895	2910
4.15%	2580	2635	2685	2720	2740	2760	2775	2795	2815	2825	2840	2860	2870	2885	2905	2930	2955
4.25%	2620	2670	2720	2760	2775	2800	2820	2835	2850	2865	2885	2895	2905	2925	2945	2970	2995
4.35%	2660	2705	2755	2800	2820	2835	2855	2870	2890	2905	2920	2935	2955	2965	2990	3010	3035
4.45%	2695	2740	2790	2835	2860	2875	2895	2910	2930	2940	2960	2975	2990	3000	3030	3055	3070
4.55%	2730	2775	2830	2875	2895	2920	2930	2955	2965	2980	3000	3010	3025	3040	3065	3095	3110
4.65%	2765	2825	2870	2920	2930	2955	2975	2990	3005	3025	3035	3055	3065	3080	3105	3130	3150
4.75%	2800	2860	2905	2955	2975	2990	3010	3025	3045	3060	3070	3095	3105	3115	3140	3170	3190
4.85%	2835	2895	2940	2990	3010	3025	3045	3065	3080	3095	3115	3130	3140	3150	3180	3205	3230
4.95%	2875	2930	2975	3025	3045	3065	3080	3105	3115	3135	3150	3165	3175	3195	3215	3240	3265
5.05%	2910	2965	3010	3060	3080	3100	3115	3135	3150	3165	3190	3200	3210	3230	3250	3275	3300
5.15%	2940	3000	3045	3095	3110	3130	3150	3165	3190	3200	3215	3235	3245	3260	3285	3310	3330
5.25%	2975	3025	3080	3130	3140	3165	3190	3200	3215	3235	3245	3265	3280	3295	3315	3340	3365
5.35%	3000	3060	3115	3150	3175	3195	3210	3235	3245	3270	3280	3295	3310	3320	3350	3375	3400
5.45%	3035	3095	3140	3190	3210	3225	3245	3265	3280	3295	3310	3330	3340	3350	3380	3405	3420
5.55%	3060	3130	3175	3210	3235	3260	3270	3295	3310	3330	3340	3355	3370	3385	3410	3435	3455

**Minimum
Weighted
Average
Spread**

	24	26	28	30	31	32	33	34	35	36	37	38	39	40	42	44	46
5.65%	3095	3150	3200	3245	3270	3285	3305	3320	3340	3350	3370	3385	3400	3410	3440	3465	3485
5.75%	3130	3175	3225	3275	3295	3315	3335	3350	3370	3385	3400	3410	3430	3445	3470	3490	3515
5.85%	3150	3210	3260	3305	3320	3340	3365	3375	3400	3410	3430	3445	3455	3470	3500	3525	3550

denotes the base case

Moody's Minimum Diversity Test

The “**Moody's Minimum Diversity Test**” will be satisfied as at any Measurement Date from (and including) the Effective Date, if the Diversity Score equals or exceeds the number set forth in the column entitled “Minimum Diversity Score” in the Moody's Test Matrix based upon the applicable “row/column” combination chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)).

The “**Diversity Score**” is a single number that indicates collateral concentration and correlation in terms of both issuer and industry concentration and correlation. It is similar to a score that Moody's uses to measure concentration and correlation for the purposes of its ratings. A higher Diversity Score reflects a more diverse portfolio in terms of the issuer and industry concentration. The Diversity Score for the Collateral Obligations is calculated by summing each of the Industry Diversity Scores which are calculated as follows (provided that no Defaulted Obligations shall be included in the calculation of the Diversity Score or any component thereof):

- (a) an “**Average Principal Balance**” is calculated by summing the Obligor Principal Balances and dividing by the sum of the aggregate number of issuers and/or borrowers represented;
- (b) an “**Obligor Principal Balance**” is calculated for each Obligor represented in the Collateral Obligations by summing the Principal Balances of all Collateral Obligations (excluding Defaulted Obligations) issued by such Obligor, provided that if a Collateral Obligation has been sold or is the subject of an optional redemption or Offer, and the Sale Proceeds or Unscheduled Principal Proceeds from such event have not yet been reinvested in Substitute Collateral Obligations or distributed to the Noteholders or the other creditors of the Issuer in accordance with the Priorities of Payments, the Obligor Principal Balance shall be calculated as if such Collateral Obligation had not been sold or was not subject to such an optional redemption or Offer;
- (c) an “**Equivalent Unit Score**” is calculated for each Obligor by taking the lesser of (i) one and (ii) the Obligor Principal Balance for such Obligor divided by the Average Principal Balance;
- (d) an “**Aggregate Industry Equivalent Unit Score**” is then calculated for each of the 32 Moody's industrial classification groups by summing the Equivalent Unit Scores for each Obligor in the industry (or such other industrial classification groups and Equivalent Unit Scores as are published by Moody's from time to time); and
- (e) an “**Industry Diversity Score**” is then established by reference to the Diversity Score Table shown below (or such other Diversity Score Table as is published by Moody's from time to time) (the “**Diversity Score Table**”) for the related Aggregate Industry Equivalent Unit Score. If the Aggregate Industry Equivalent Unit Score falls between any two such scores shown in the Diversity Score Table, then the Industry Diversity Score is the lower of the two Diversity Scores in the Diversity Score Table.

For purposes of calculating the Diversity Scores any Obligors Affiliated with one another will be considered to be one Obligor.

Diversity Score Table

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
0.0000	0.0000	5.0500	2.7000	10.1500	4.0200	15.2500	4.5300
0.0500	0.1000	5.1500	2.7333	10.2500	4.0300	15.3500	4.5400
0.1500	0.2000	5.2500	2.7667	10.3500	4.0400	15.4500	4.5500
0.2500	0.3000	5.3500	2.8000	10.4500	4.0500	15.5500	4.5600
0.3500	0.4000	5.4500	2.8333	10.5500	4.0600	15.6500	4.5700
0.4500	0.5000	5.5500	2.8667	10.6500	4.0700	15.7500	4.5800
0.5500	0.6000	5.6500	2.9000	10.7500	4.0800	15.8500	4.5900
0.6500	0.7000	5.7500	2.9333	10.8500	4.0900	15.9500	4.6000
0.7500	0.8000	5.8500	2.9667	10.9500	4.1000	16.0500	4.6100
0.8500	0.9000	5.9500	3.0000	11.0500	4.1100	16.1500	4.6200
0.9500	1.0000	6.0500	3.0250	11.1500	4.1200	16.2500	4.6300
1.0500	1.0500	6.1500	3.0500	11.2500	4.1300	16.3500	4.6400
1.1500	1.1000	6.2500	3.0750	11.3500	4.1400	16.4500	4.6500
1.2500	1.1500	6.3500	3.1000	11.4500	4.1500	16.5500	4.6600
1.3500	1.2000	6.4500	3.1250	11.5500	4.1600	16.6500	4.6700
1.4500	1.2500	6.5500	3.1500	11.6500	4.1700	16.7500	4.6800
1.5500	1.3000	6.6500	3.1750	11.7500	4.1800	16.8500	4.6900
1.6500	1.3500	6.7500	3.2000	11.8500	4.1900	16.9500	4.7000
1.7500	1.4000	6.8500	3.2250	11.9500	4.2000	17.0500	4.7100
1.8500	1.4500	6.9500	3.2500	12.0500	4.2100	17.1500	4.7200
1.9500	1.5000	7.0500	3.2750	12.1500	4.2200	17.2500	4.7300
2.0500	1.5500	7.1500	3.3000	12.2500	4.2300	17.3500	4.7400
2.1500	1.6000	7.2500	3.3250	12.3500	4.2400	17.4500	4.7500
2.2500	1.6500	7.3500	3.3500	12.4500	4.2500	17.5500	4.7600
2.3500	1.7000	7.4500	3.3750	12.5500	4.2600	17.6500	4.7700
2.4500	1.7500	7.5500	3.4000	12.6500	4.2700	17.7500	4.7800
2.5500	1.8000	7.6500	3.4250	12.7500	4.2800	17.8500	4.7900
2.6500	1.8500	7.7500	3.4500	12.8500	4.2900	17.9500	4.8000
2.7500	1.9000	7.8500	3.4750	12.9500	4.3000	18.0500	4.8100
2.8500	1.9500	7.9500	3.5000	13.0500	4.3100	18.1500	4.8200
2.9500	2.0000	8.0500	3.5250	13.1500	4.3200	18.2500	4.8300
3.0500	2.0333	8.1500	3.5500	13.2500	4.3300	18.3500	4.8400
3.1500	2.0667	8.2500	3.5750	13.3500	4.3400	18.4500	4.8500
3.2500	2.1000	8.3500	3.6000	13.4500	4.3500	18.5500	4.8600
3.3500	2.1333	8.4500	3.6250	13.5500	4.3600	18.6500	4.8700
3.4500	2.1667	8.5500	3.6500	13.6500	4.3700	18.7500	4.8800
3.5500	2.2000	8.6500	3.6750	13.7500	4.3800	18.8500	4.8900
3.6500	2.2333	8.7500	3.7000	13.8500	4.3900	18.9500	4.9000
3.7500	2.2667	8.8500	3.7250	13.9500	4.4000	19.0500	4.9100
3.8500	2.3000	8.9500	3.7500	14.0500	4.4100	19.1500	4.9200
3.9500	2.3333	9.0500	3.7750	14.1500	4.4200	19.2500	4.9300
4.0500	2.3667	9.1500	3.8000	14.2500	4.4300	19.3500	4.9400
4.1500	2.4000	9.2500	3.8250	14.3500	4.4400	19.4500	4.9500
4.2500	2.4333	9.3500	3.8500	14.4500	4.4500	19.5500	4.9600
4.3500	2.4667	9.4500	3.8750	14.5500	4.4600	19.6500	4.9700

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
4.4500	2.5000	9.5500	3.9000	14.6500	4.4700	19.7500	4.9800
4.5500	2.5333	9.6500	3.9250	14.7500	4.4800	19.8500	4.9900
4.6500	2.5667	9.7500	3.9500	14.8500	4.4900	19.9500	5.0000
4.7500	2.6000	9.8500	3.9750	14.9500	4.5000		
4.8500	2.6333	9.9500	4.0000	15.0500	4.5100		
4.9500	2.6667	10.0500	4.0100	15.1500	4.5200		

Moody's Maximum Weighted Average Rating Factor Test

The “**Moody's Maximum Weighted Average Rating Factor Test**” will be satisfied as at any Measurement Date from (and including) the Effective Date, if the Adjusted Weighted Average Moody's Rating Factor as at such Measurement Date is equal to or less than the sum of (i) the number set forth in the Moody's Test Matrix at the intersection of the applicable “row/column” combination chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)), (acting on behalf of the Issuer) as at such Measurement Date plus (ii) the Moody's Weighted Average Recovery Adjustment, **provided, however**, that the sum of (i) and (ii) may not exceed 3600.

The “**Moody's Weighted Average Rating Factor**” is determined by summing the products obtained by multiplying the Principal Balance of each Collateral Obligation, excluding Defaulted Obligations, by its Moody's Rating Factor, dividing such sum by the Aggregate Principal Balances of all such Collateral Obligations, excluding Defaulted Obligations, and rounding the result up to the nearest whole number.

The “**Moody's Rating Factor**” relating to any Collateral Obligation is the number set forth in the table below opposite the Moody's Default Probability Rating of such Collateral Obligation.

Moody's Default Probability Rating	Moody's Rating Factor	Moody's Default Probability Rating	Moody's Rating Factor
Aaa	1	Ba1	940
Aa1	10	Ba2	1,350
Aa2	20	Ba3	1,766
Aa3	40	B1	2,220
A1	70	B2	2,720
A2	120	B3	3,490
A3	180	Caa1	4,770
Baa1	260	Caa2	6,500
Baa2	360	Caa3	8,070
Baa3	610	Ca or lower	10,000

The “**Moody's Weighted Average Recovery Adjustment**” means, as of any Measurement Date, the greater of:

- (a) zero; and

- (b) the product of:
- (i) (A) the Weighted Average Moody's Recovery Rate as of such Measurement Date multiplied by 100 minus (B) 45; and
 - (ii) (A) with respect to the adjustment of the Moody's Maximum Weighted Average Rating Factor Test, 75 and (B) with respect to adjustment of the Minimum Weighted Average Spread, 0.15 per cent.; provided that if the Weighted Average Moody's Recovery Rate for purposes of determining the Moody's Weighted Average Recovery Adjustment is greater than 60 per cent., then such Weighted Average Moody's Recovery Rate shall equal 60 per cent. unless the Rating Agency Confirmation from Moody's is received,

provided further that the amount specified in clause (b)(i) above may only be allocated once on any Measurement Date and the Collateral Manager shall designate to the Collateral Administrator in writing on each such date the portion of such amount that shall be allocated to clause (b)(ii)(A) and the portion of such amount that shall be allocated to clause (b)(ii)(B) (it being understood that, absent an express designation by the Collateral Manager, all such amounts shall be allocated to clause (b)(ii)(A)).

“Adjusted Weighted Average Moody's Rating Factor” means, as of any Measurement Date, a number equal to the Moody's Weighted Average Rating Factor determined in the following manner: for purposes of determining a Moody's Default Probability Rating, Moody's Rating or Moody's Derived Rating in connection with determining the Moody's Weighted Average Rating Factor for purposes of this definition, the last paragraph of the definition of each of “Moody's Default Probability Rating”, “Moody's Rating” and “Moody's Derived Rating” shall be disregarded, and instead each applicable rating on credit watch by Moody's that is on (a) positive watch will be treated as having been upgraded by one rating subcategory, (b) negative watch will be treated as having been downgraded by two rating subcategories and (c) negative outlook will be treated as having been downgraded by one rating subcategory.

Moody's Minimum Weighted Average Recovery Rate Test

The **“Moody's Minimum Weighted Average Recovery Rate Test”** will be satisfied, as at any Measurement Date from (and including) the Effective Date, if the Weighted Average Moody's Recovery Rate is greater than or equal to (i) 45 per cent minus (ii) the Moody's Weighted Average Rating Factor Adjustment, provided however that the sum of (i) and (ii) may not be less than 30 per cent.

The **“Weighted Average Moody's 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 of each Collateral Obligation (excluding Defaulted Obligations) by its corresponding Moody's Recovery Rate and dividing such sum by the Aggregate Principal Balance (excluding Defaulted Obligations) and rounding to the nearest 0.1 per cent.

The **“Moody's Recovery Rate”** means, in respect of each Collateral Obligation, the Moody's Recovery Rate determined in accordance with this Agreement or as so advised by Moody's.

The “**Moody’s Weighted Average Rating Factor Adjustment**” means an amount, expressed as a percentage, as of any Measurement Date equal to the greater of:

- (a) zero; and
- (b) the percentage obtained by dividing:
 - (i) the number set forth in the Moody’s Test Matrix at the intersection of the applicable “row/column” combination chosen by the Collateral Manager (acting on behalf of the Issuer) (or interpolating between two adjacent rows and/or two adjacent columns (as applicable), as at such Measurement Date minus (B) the Adjusted Weighted Average Moody’s Rating Factor; by
 - (ii) 7500.
- (c) Fitch

Fitch Test Matrix

Subject to the provisions provided below, on or after the Effective Date, the Collateral Manager will have the option to elect which of the cases set forth in the matrix to be set out below (the “**Fitch Test Matrix**”) shall be applicable for purposes of the Fitch Maximum Weighted Average Rating Factor Test, the Fitch Minimum Weighted Average Recovery Rate Test and the Minimum Weighted Average Spread Test. For any given case:

- (a) the applicable column for performing the Fitch Maximum Weighted Average Rating Factor Test will be the column in the Fitch Test Matrix selected by the Collateral Manager;
- (b) the applicable row for performing the Minimum Weighted Average Spread Test will be the row in the Fitch Test Matrix selected by the Collateral Manager; and
- (c) the applicable value for performing the Fitch Minimum Weighted Average Recovery Rate Test will be the column and row in the Fitch Test Matrix selected by the Collateral Manager in relation to (a) and (b) above.

On the Effective Date, the Collateral Manager will be required to elect which case shall apply initially. Thereafter, on ten Business Days’ notice to the Issuer, the Collateral Administrator and Fitch, the Collateral Manager may elect to have a different case apply, provided that the Fitch Maximum Weighted Average Rating Factor Test, the Fitch Minimum Weighted Average Recovery Rate Test and the Minimum Weighted Average Spread Test applicable to the case to which the Collateral 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 Matrix may be amended and/or supplemented and/or replaced by the Collateral Manager subject to Rating Agency Confirmation from Fitch.

Fitch Test Matrix

Fitch Weighted Average Rating Factor															
WAS	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42
3.05%	70.03%	71.53%	72.78%	74.78%	76.03%	77.58%	79.05%	80.83%	82.55%	85.26%	86.30%	88.28%	90.45%	90.78%	91.60%
3.15%	68.93%	70.48%	71.73%	73.88%	75.13%	76.73%	78.21%	80.01%	81.68%	84.31%	85.23%	87.52%	89.45%	90.68%	91.51%
3.25%	67.48%	69.43%	70.68%	72.98%	74.23%	75.88%	77.37%	79.19%	80.81%	83.13%	83.96%	86.32%	88.50%	89.98%	91.39%
3.35%	66.83%	68.38%	69.63%	72.08%	73.33%	75.03%	76.53%	78.37%	79.94%	82.18%	83.09%	85.57%	87.74%	89.30%	91.30%
3.45%	65.68%	66.93%	68.18%	71.18%	72.43%	74.18%	75.69%	77.55%	78.15%	81.23%	82.32%	84.68%	86.74%	88.32%	91.20%
3.55%	65.08%	66.33%	67.58%	70.38%	71.63%	73.43%	74.85%	76.73%	77.50%	80.28%	81.55%	83.98%	86.02%	88.03%	91.15%
3.65%	64.48%	65.73%	66.98%	69.43%	70.68%	72.53%	74.01%	75.91%	76.85%	78.83%	80.80%	83.18%	85.05%	86.93%	90.75%
3.75%	63.88%	65.13%	66.38%	68.53%	69.78%	71.68%	73.22%	75.09%	76.20%	78.18%	80.15%	82.48%	84.40%	86.28%	89.90%
3.85%	63.28%	64.53%	65.78%	67.03%	68.28%	70.83%	72.38%	74.27%	75.55%	77.53%	79.50%	81.78%	83.75%	85.63%	89.12%
3.95%	62.68%	63.93%	65.18%	66.43%	67.68%	69.98%	71.54%	73.45%	74.90%	76.88%	78.85%	81.08%	83.10%	84.93%	88.35%
4.05%	62.08%	63.33%	64.58%	65.83%	67.08%	68.33%	70.68%	72.63%	74.25%	76.23%	78.20%	80.18%	82.15%	84.08%	87.40%
4.15%	61.48%	62.73%	63.98%	65.23%	66.48%	67.73%	69.84%	71.81%	73.60%	75.58%	77.55%	79.53%	81.50%	83.43%	86.60%
4.25%	60.88%	62.13%	63.38%	64.63%	65.88%	67.13%	68.50%	70.98%	72.95%	74.93%	76.90%	78.88%	80.85%	82.78%	85.80%
4.35%	60.28%	61.53%	62.78%	64.03%	65.28%	66.53%	67.90%	69.78%	71.65%	73.53%	75.40%	77.28%	79.15%	82.13%	85.15%
4.45%	59.68%	60.93%	62.18%	63.43%	64.68%	65.93%	67.30%	69.18%	71.05%	72.93%	74.80%	76.68%	78.55%	81.48%	84.42%
4.55%	59.08%	60.33%	61.58%	62.83%	64.08%	65.33%	66.70%	68.58%	70.45%	72.33%	74.20%	76.08%	77.95%	79.83%	83.35%
4.65%	58.48%	59.73%	60.98%	62.23%	63.48%	64.73%	66.10%	67.98%	69.85%	71.73%	73.60%	75.48%	77.35%	79.23%	82.60%
4.75%	57.88%	59.13%	60.38%	61.63%	62.88%	64.13%	65.50%	67.38%	69.25%	71.13%	73.00%	74.88%	76.75%	78.63%	81.95%
4.85%	57.28%	58.53%	59.78%	61.03%	62.28%	63.53%	64.90%	66.78%	68.65%	70.53%	72.40%	74.28%	76.15%	78.03%	81.30%
4.95%	56.68%	57.93%	59.18%	60.43%	61.68%	62.93%	64.30%	66.18%	68.05%	69.93%	71.80%	73.68%	75.55%	77.43%	79.30%
5.05%	56.08%	57.33%	58.58%	59.83%	61.08%	62.33%	63.70%	65.58%	67.45%	69.33%	71.20%	73.08%	74.95%	76.83%	78.70%
5.15%	55.48%	56.73%	57.98%	59.23%	60.48%	61.73%	63.10%	64.98%	66.85%	68.73%	70.60%	72.48%	74.35%	76.23%	78.10%
5.25%	54.88%	56.13%	57.38%	58.63%	59.88%	61.13%	62.50%	64.38%	66.25%	68.13%	70.00%	71.88%	73.75%	75.63%	77.50%
5.35%	54.28%	55.53%	56.78%	58.03%	59.28%	60.53%	61.90%	63.78%	65.65%	67.53%	69.40%	71.28%	73.15%	75.03%	76.90%
5.45%	53.68%	54.93%	56.18%	57.43%	58.68%	59.93%	61.30%	63.18%	65.05%	66.93%	68.80%	70.68%	72.55%	74.43%	76.30%
5.55%	53.08%	54.33%	55.58%	56.83%	58.08%	59.33%	60.70%	62.58%	64.45%	66.33%	68.20%	70.08%	71.95%	73.83%	75.70%
5.75%	52.48%	53.73%	54.98%	56.23%	57.48%	58.73%	60.10%	61.98%	63.85%	65.73%	67.60%	69.48%	71.35%	73.23%	75.10%
5.65%	51.88%	53.13%	54.38%	55.63%	56.88%	58.13%	59.50%	61.38%	63.25%	65.13%	67.00%	68.88%	70.75%	72.63%	74.50%
5.85%	51.28%	52.53%	53.78%	55.03%	56.28%	57.53%	58.90%	60.78%	62.65%	64.53%	66.40%	68.28%	70.15%	72.03%	73.90%

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 from (and including) the Effective Date, if the Fitch Weighted Average Rating Factor as at such date is less than or equal to the applicable level in the 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 Obligation by its Fitch Rating Factor, dividing such sum by the Aggregate Principal Balance of all such Collateral Obligations and rounding the result to the nearest two decimal places.

“**Fitch Rating Factor**” means, in respect of any Collateral Obligation, the number set forth in the table below opposite the Fitch Rating in respect of such Collateral 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	0.19
AA+	0.35
AA	0.64
AA-	0.86
A+	1.17
A	1.58
A-	2.25
BBB+	3.19
BBB	4.54
BBB-	7.13

<u>Fitch Rating</u>	<u>Fitch Rating Factor</u>
BB+	12.19
BB	17.43
BB-	22.80
B+	27.80
B	32.18
B-	40.60
CCC+	62.80
CCC	62.80
CCC-	62.80
CC	100.00
C	100.00
D	100.00

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 from (and including) the Effective Date, if the Fitch Weighted Average Recovery Rate is greater than or equal to the applicable level in the 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 Obligation by the Fitch Recovery Rate in relation thereto and dividing such sum by the Aggregate Principal Balance of all Collateral Obligations and rounding to the nearest 0.1 per cent.

“**Fitch Recovery Rate**” means, with respect to a Collateral Obligation, the recovery rate determined in accordance with paragraphs (i) to (iii) below or (in any case) such other recovery rate as Fitch may notify the Collateral Manager from time to time:

- (i) if such Collateral 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 Collateral 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):

<u>Fitch recovery rating</u>	<u>Fitch recovery rate (%)</u>
RR1	95
RR2	80
RR3	60
RR4	40
RR5	20
RR6	5

- (ii) if such Collateral Obligation has no public Fitch recovery rating, no recovery rating is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Collateral Manager and has a public S&P recovery rating, the recovery rate corresponding to such recovery rating in the table below:

<u>S&P recovery rating</u>	<u>Fitch recovery rate (%)</u>
1+	95
1	95
2	80
3	60
4	40
5	20
6	5

and

- (iii) if such Collateral Obligation has no public Fitch recovery rating, no recovery rating is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Collateral Manager and has no public S&P recovery rating, (x) if such Collateral Obligation is a Secured Senior Note, the recovery rate applicable to such Secured Senior Note shall be the recovery rate corresponding to the Fitch recovery rating of “RR3” in the table above and (y) otherwise, the recovery rate determined in accordance with the table below, where the Collateral Obligation shall be categorised as “Strong Recovery” if it is a Secured Senior Obligation, “Moderate Recovery” if it is an Unsecured Senior Obligation and otherwise “Weak Recovery”, and shall fall into the country group corresponding to the country in which the Obligor thereof is Domiciled:

	<u>Group A</u>	<u>Group B</u>	<u>Group C</u>	<u>Group D</u>
Strong Recovery	75 (80 for the United States)	55	45	35
Moderate Recovery.....	45	40	30	25
Weak Recovery.....	20	5	5	5

The country group of a Collateral Obligation shall be determined, by reference to the country where it is Domiciled, in accordance with the below:

Group A: Australia, Austria, Bahamas, Bermuda, Canada, Cayman Islands, Denmark, Finland, Germany, Gibraltar, Hong Kong, Iceland, Ireland, Japan, Jersey, Liechtenstein, Netherlands, New Zealand, Norway, Singapore, South Korea, Sweden, Switzerland, Taiwan, the UK, the US.

Group B: Belgium, France, Italy, Luxembourg, Portugal, Spain.

Group C: Bulgaria, Costa Rica, Chile, Croatia, Czech Republic, Estonia, Hungary, Israel, Latvia, Lithuania, Malaysia, Malta, Mauritius, Mexico, Poland, Slovakia, Slovenia, South Africa, Thailand, Tunisia, Uruguay.

Group D: Albania, Argentina, Asia Others, Barbados, Bosnia and Herzegovina, Brazil, China, Colombia, Cyprus, Dominican Republic, Eastern Europe Others, Ecuador, Egypt, El Salvador, Greece, Guatemala, India, Indonesia, Iran, Jamaica, Kazakhstan, Liberia, Macedonia, Marshall Islands, Middle East and North Africa Others, Moldova, Morocco, Other Central America, Other South America, Other Sub-Saharan Africa, Pakistan, Panama,

Peru, Philippines, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Serbia and Montenegro, Turkey, Ukraine, Venezuela, Vietnam.

Minimum Weighted Average Spread Test

The “**Minimum Weighted Average Spread Test**” will be satisfied if, as at any Measurement Date from (and including) the Effective Date the Weighted Average Floating Spread plus the Excess Weighted Average Coupon as at such Measurement Date equals or exceeds the Minimum Weighted Average Spread as at such Measurement Date.

The “**Minimum Weighted Average Spread**”, as of any Measurement Date, will equal the greater of (a) the percentage set forth in the Fitch Matrix based upon the Fitch Matrix Spread chosen by the Collateral Manager and (b) the percentage set forth in the Moody’s Test Matrix based upon the option chosen by the Collateral Manager (or, interpolating between two adjacent rows and/or two adjacent columns (as applicable)) as currently applicable to the Portfolio reduced by the Moody’s Weighted Average Recovery Adjustment, provided such reduction may not reduce the Minimum Weighted Average Spread below 3.05 per cent.

The “**Weighted Average Floating 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 Obligations as of such Measurement Date (excluding Defaulted Obligations and for any Deferring Security, any interest that has been deferred and capitalised thereon) 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.

For purposes of calculating the Weighted Average Floating Spread, the spread of any Collateral Obligation shall be excluded from such calculation to the extent that the Issuer or the Collateral Manager has actual knowledge that payment of interest on such Collateral Obligation will not be made by the Obligor thereof during the applicable due period.

The Weighted Average Floating Spread shall be expressed as a percentage and shall be rounded up to the next 0.01 per cent.

The “**Aggregate Funded Spread**” is, as of any Measurement Date, the sum of the products obtained by multiplying:

- (a) in the case of each Floating Rate Collateral 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 Obligation and Revolving Obligation) that bears interest at a spread over EURIBOR, (i) the stated interest rate spread on such Collateral Obligation above EURIBOR or such other applicable floating rate of interest multiplied by (ii) the outstanding principal balance of such Collateral Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Obligation); provided

that for purposes of this definition, the interest rate spread will be deemed to be, with respect to any Floating Rate Collateral Obligation that has a EURIBOR floor, (i) the stated interest rate spread plus, (ii) if positive, (x) the EURIBOR floor value minus (y) EURIBOR as in effect for the current Accrual Period;

- (b) in the case of each Floating Rate Collateral 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 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 Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Obligation or Revolving Obligation);
- (c) in the case of each Floating Rate Collateral 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, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Obligation and Revolving Obligation) and subject to a Currency Hedge Transaction, (i) the stated interest rate spread over EURIBOR payable by the applicable Currency Hedge Counterparty to the Issuer under the related Currency Hedge Transaction multiplied by (ii) the outstanding principal balance of such Non-Euro Obligation, converted into Euro at the applicable Currency Hedge Transaction Exchange Rate; and
- (d) in the case of each Floating Rate Collateral 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, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Obligation and Revolving Obligation) and which is not subject to a Currency Hedge Transaction, (i) the interest amount payable by the relevant obligor converted to Euro at the applicable Spot Rate, less (ii) the product of (x) EURIBOR multiplied by (y) the outstanding principal balance of such Non-Euro Obligation, converted into Euro at the Spot Rate,

in each case excluding, in respect of each Mezzanine Obligation held by the Issuer in respect of such Measurement Date, any interest which has been contractually deferred pursuant to its terms and as 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.

The “**Aggregate Unfunded Spread**” is, as of any Measurement Date, the sum of the products obtained by *multiplying* (i) for each Delayed Drawdown Collateral Obligation and Revolving Obligation (other than Defaulted Obligations and Deferring Securities), the related commitment fee then in effect as of such date and (ii) the undrawn commitments of each such Delayed Drawdown Collateral Obligation and Revolving Obligation as of such date; provided that in the case of a Delayed Drawdown Collateral Obligation or a Revolving Obligation which is (a) a Non-Euro Obligation subject to a Currency Hedge Transaction, amounts specified in clause (ii) shall be converted into Euro at the Currency Hedge

Transaction Exchange Rate and (b) a Non-Euro Obligation which is not subject to a Currency Hedge Transaction, amounts specified in clause (ii) shall be converted into Euro at the Spot Rate and multiplied by 30 per cent.

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 Obligations (excluding (x) for any Deferring Security, any interest that has been deferred and capitalised thereon and (y) 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 “**Excess Weighted Average Coupon**” means a percentage equal as of any Measurement Date to a number obtained by multiplying (a) the excess, if any, of the Weighted Average Coupon over the Minimum Weighted Average Coupon by (b) the number obtained by dividing the aggregate outstanding principal balance of all Fixed Rate Collateral Obligations by the aggregate outstanding principal balance of all Floating Rate Collateral Obligations.

Minimum Weighted Average Coupon Test

The “**Minimum Weighted Average Coupon Test**” will be satisfied on any Measurement Date if the Weighted Average Coupon plus the Excess Weighted Average Spread equals or exceeds the Minimum Weighted Average Coupon.

“**Minimum Weighted Average Coupon**” means (i) if any of the Collateral Obligations are Fixed Rate Collateral Obligations, 5.75 per cent. and (ii) otherwise 0 per cent.

The “**Weighted Average Coupon**”, as of any Measurement Date, is the number 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 Obligations as of such Measurement Date,

in each case 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) and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Obligations and Revolving Obligations.

The “**Aggregate Coupon**” is, as of any Measurement Date, with respect to each Fixed Rate Collateral Obligation excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Obligations and Revolving Obligations, the product of (x) stated coupon on such Collateral Obligation expressed as a percentage and (y) the outstanding Principal Balance of such Collateral Obligation.

The “**Excess Weighted Average Spread**” means a percentage equal as of any Measurement Date to a number obtained by multiplying (a) the excess, if any, of the Weighted Average Floating Spread over the Minimum Weighted Average Spread by (b) the number obtained by dividing the aggregate outstanding principal balance of all Floating Rate Collateral Obligations by the aggregate outstanding principal balance of all Fixed Rate Collateral Obligations.

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 the number of years (rounded to the nearest one hundredth thereof) during the period from such Measurement Date to 5 December 2021.

“**Weighted Average Life**” is, as of any Measurement Date with respect to all Collateral Obligations other than Defaulted Obligations and Deferring Securities, the number of years following such date obtained by summing the products obtained by multiplying:

- (a) the Average Life at such time of each such Collateral Obligation by (b) the Principal Balance of such Collateral Obligation and dividing such sum by:
- (b) the Aggregate Principal Balance at such time of all Collateral Obligations other than Defaulted Obligations.

“**Average Life**” is, on any Measurement Date with respect to any Collateral Obligation, the quotient obtained by *dividing* (i) the sum of the products of (a) the number of years (rounded to the nearest one hundredth thereof) from such Measurement Date to the respective dates of each successive scheduled distribution of principal of such Collateral Obligation and (b) the respective amounts of principal of such scheduled distributions by (ii) the sum of all successive scheduled distributions of principal on such Collateral Obligation; **provided** that, if the Aggregate Principal Balance of the Collateral Obligations (excluding any Defaulted Obligations) exceeds the Reinvestment Target Par Balance, the Collateral Obligations included in the calculation of the Average Life shall be only those Collateral Obligations with an Aggregate Principal Balance equal to the Reinvestment Target Par Balance (starting with Collateral Obligations with the shortest Average Lives).

For the avoidance of doubt, the Principal Balance of Defaulted Obligations shall be excluded for the purposes of calculating the Collateral Quality Tests.

SCHEDULE 6

THE COVERAGE TESTS

The Coverage Tests will consist of the Class A Par Value Test, the Class B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class A Interest Coverage Test, the Class 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 B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Subordinated Notes, whether Principal Proceeds may be reinvested in Substitute Collateral Obligations; or whether Interest Proceeds and, to the extent needed, Principal Proceeds, in the event of failure to satisfy the Class A Coverage Tests, must instead be used to pay principal on the Class A-1 Notes and, after redemption in full thereof, principal on the Class A-2 Notes; or in the event of failure to satisfy the Class B Coverage Tests, to pay principal on the Class A-1 Notes and, after redemption in full thereof, principal on the Class A-2 Notes and, after redemption in full thereof, principal on the Class B Notes; or in the event of failure to satisfy the Class C Coverage Tests, to pay principal on the Class A-1 Notes and, after redemption in full thereof, principal on the Class A-2 Notes and, after redemption in full thereof, principal on the Class B Notes and, after redemption in full thereof, principal on the Class C Notes; or, in the event of failure of the Class D Coverage Tests, to pay principal on the Class A-1 Notes and, after redemption in full thereof, principal on the Class A-2 Notes and, after redemption in full thereof, principal on the Class B Notes and, after redemption in full thereof, principal on the Class C Notes and, after redemption in full thereof, principal on the Class D Notes, in each case to the extent necessary to cause the Coverage Tests relating to the relevant Class of Notes to be met.

Each of the Class A Par Value Test, the Class A Interest Coverage Test, the Class B Par Value Test, the Class B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test and the Class D Interest Coverage Test shall apply on a Measurement Date (i) on and after the Effective Date in respect of the Par Value Tests and (ii) on and after the Determination Date immediately preceding the fourth Payment Date in the case of the Interest Coverage Test 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 Par Value	133.3%
Class A Interest Coverage	125.0%
Class B Par Value	123.9%
Class B Interest Coverage	112.0%
Class C Par Value	116.6%
Class C Interest Coverage	105.0%
Class D Par Value	108.7%
Class D Interest Coverage	102.0%

SCHEDULE 7

BIVARIATE RISK TABLE

Long-Term / Short Term Senior Unsecured Debt Rating of Selling Institution Moody's	Individual Third Party Credit Exposure Limit*	Aggregate Third Party Credit Exposure Limit*
Aaa	20%	20%
Aa1	10%	20%
Aa2	10%	20%
Aa3	10%	15%
A1	5%	10%
A2 and P-1	5%	5%
A2 (without a Moody's short-term rating of at least P-1) or below	0%	0%

Fitch Long-Term/Short- Term Senior Unsecured Debt Rating of Selling Institution		
AAA	20%	20%
AA+	10%	10%
AA	10%	10%
AA-	10%	10%
A+	5%	5%
A	5%	5%
A- or below	0%	0%

*As a percentage of the Collateral Principal Amount (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.

SCHEDULE 8

RECOVERY RATE

1 Moody's

The “**Moody's Recovery Rate**” is, respect to any Collateral Obligation, as of any date of determination, the recovery rate determined in accordance with the following, in the following order of priority:

- (i) if the Collateral Obligation has been specifically assigned a recovery rate by Moody's (for example, in connection with the assignment by Moody's of an estimated rating), such recovery rate; or
- (ii) if the preceding clause does not apply to the Collateral Obligation, except with respect to Corporate Rescue Loans, the rate determined pursuant to the table below based on the number of rating subcategories difference between the Collateral Obligation's Moody's Rating and its Moody's Default Probability Rating (for purposes of clarification, if the Moody's Rating is higher than the Moody's Default Probability Rating, the rating subcategories difference will be positive and if it is lower, negative):

Number of Moody's Ratings Subcategories Difference Between the Moody's Rating and the Moody's Default Probability Rating	Secured Senior Loan	Second Lien Loans, Senior Secured Bonds, Senior Secured Floating Rate Note *	Unsecured Senior Loans, Unsecured Bonds, Mezzanine Obligations, and High Yield Bonds
+2 or more	60.0%	55.0%	45.0%
+1	50.0%	45.0%	35.0%
0	45.0%	35.0%	30.0%
-1	40.0%	25.0%	25.0%
-2	30.0%	15.0%	15.0%
-3 or less	20.0%	5.0%	5.0%

- (iii) or, if the Collateral Obligation is a Corporate Rescue Loan (other than a Corporate Rescue Loan which has been specifically assigned a recovery rate by Moody's), 50 per cent.

* If such Collateral Obligation does not have both a CFR and an Assigned Moody's Rating, such Collateral Obligation will be deemed to be an Unsecured Bond, Unsecured Senior Loan or High Yield Bond for purposes of this table.

“**Senior Secured Bond**” means any obligation that (a) constitutes borrowed money, (b) is in the form of, or represented by, a bond, note (other than any note evidencing a loan), certificated debt security or other debt security, (c) is expressly stated to bear interest based upon a fixed rate, (d) does not constitute and is not secured by, Margin Stock, (e) if it is subordinated by its terms, is subordinated only to indebtedness for borrowed money, trade claims, capitalised leases or other similar obligations, or no

other obligation of the Obligor has any higher priority security interest in such assets or stock, provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more advances to be made to the borrower may have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor's senior debt (or more if Rating Agency Confirmation from Moody's has been obtained) and (f) is secured by a valid first priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under such obligation.

“Senior Secured Floating Rate Note” means any obligation that (a) constitutes borrowed money, (b) is in the form of, or represented by, a bond, note (other than any note evidencing a loan), certificated debt security or other debt security, (c) is expressly stated to bear interest based upon an interbank offered rate for deposits in the relevant currency and in the relevant location or a relevant reference bank's published base rate or prime rate for obligations denominated in the relevant currency and in the relevant location, (d) does not constitute and is not secured by, Margin Stock, (e) if it is subordinated by its terms, is subordinated only to indebtedness for borrowed money, trade claims, capitalised leases or other similar obligations, or no other obligation of the Obligor has any higher priority security interest in such assets or stock, 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 stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor's senior debt (or more if Rating Agency Confirmation from Moody's has been obtained) and (f) is secured by a valid first priority perfected security interest or lien in, to or on specified collateral securing the obligor's obligations under such obligation.

“Unsecured Bond” means any senior unsecured obligation that (a) constitutes borrowed money, (b) is in the form of, or represented by, a bond, note, certificated debt security or other debt security (other than any of the foregoing that evidences an Unsecured Senior Loan) and (c) which is not (and by its terms is not permitted to become) subordinate in right of payment to any other debt for borrowed money incurred by the obligor under such obligation except for borrowed money, trade claims, capitalised leases or other similar obligations, or no other obligation of the Obligor has any higher priority security interest in such assets or stock, 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 stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor's senior debt (or more if Rating Agency Confirmation from Moody's has been obtained).

2 Fitch

“Fitch Recovery Rate” means, with respect to a Collateral Obligation, the recovery rate determined in accordance with paragraphs (i) to (iv) below or (in any case) such other recovery rate as Fitch may notify the Collateral Manager from time to time:

- (i) if such Collateral 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 Collateral 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):

<u>Fitch recovery rating</u>	<u>Fitch recovery rate (%)</u>
RR1	95
RR2	80
RR3	60
RR4	40
RR5	20
RR6	5

- (ii) if such Collateral Obligation has no public Fitch recovery rating, no recovery rating is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Collateral Manager and has a public S&P recovery rating, the recovery rate corresponding to such recovery rating in the table below:

<u>S&P recovery rating</u>	<u>Fitch recovery rate (%)</u>
1+	95
1	95
2	80
3	60
4	40
5	20
6	5

and

- (iii) if such Collateral Obligation has no public Fitch recovery rating, no recovery rating is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Collateral Manager and has no public S&P recovery rating, (x) if such Collateral Obligation is a Secured Senior Note, the recovery rate applicable to such Secured Senior Note shall be the recovery rate corresponding to the Fitch recovery rating of “RR3” in the table above and (y) otherwise, the recovery rate determined in accordance with the table below, where the Collateral Obligation shall be categorised as “Strong Recovery” if it is a Secured Senior Obligation, “Moderate Recovery” if it is an Unsecured Senior Obligation and otherwise “Weak Recovery”, and shall fall into the country group corresponding to the country in which the Obligor thereof is Domiciled:

	<u>Group A</u>	<u>Group B</u>	<u>Group C</u>	<u>Group D</u>
Strong Recovery.....	75 (80 for the United States)	55	45	35
Moderate Recovery.....	45	40	30	25
Weak Recovery.....	20	5	5	5

The country group of a Collateral Obligation shall be determined, by reference to the country where it is Domiciled, in accordance with the below:

Group A: Australia, Austria, Bahamas, Bermuda, Canada, Cayman Islands, Denmark, Finland, Germany, Gibraltar, Hong Kong, Iceland, Ireland, Japan, Jersey, Liechtenstein, Netherlands, New Zealand, Norway, Singapore, South Korea, Sweden, Switzerland, Taiwan, the UK, the US.

Group B: Belgium, France, Italy, Luxembourg, Portugal, Spain.

Group C: Bulgaria, Costa Rica, Chile, Croatia, Czech Republic, Estonia, Hungary, Israel, Latvia, Lithuania, Malaysia, Malta, Mauritius, Mexico, Poland, Slovakia, Slovenia, South Africa, Thailand, Tunisia, Uruguay.

Group D: Albania, Argentina, Asia Others, Barbados, Bosnia and Herzegovina, Brazil, China, Colombia, Cyprus, Dominican Republic, Eastern Europe Others, Ecuador, Egypt, El Salvador, Greece, Guatemala, India, Indonesia, Iran, Jamaica, Kazakhstan, Liberia, Macedonia, Marshall Islands, Middle East and North Africa Others, Moldova, Morocco, Other Central America, Other South America, Other Sub-Saharan Africa, Pakistan, Panama, Peru, Philippines, Puerto Rico, Qatar, Romania, Russia, Saudi Arabia, Serbia and Montenegro, Turkey, Ukraine, Venezuela, Vietnam.

SCHEDULE 9

INCUMBENCY CERTIFICATE

To: [●]

[date]

We refer to the Collateral Management Restatement Agreement dated on or about the date of this letter between, amongst others, Grosvenor Place CLO 2013-1 B.V. as the “**Issuer**”, CQS Investment Management Limited as “**Collateral Manager**”, Deutsche Trustee Company Limited as “**Trustee**” and Deutsche Bank AG, London Branch as “**Collateral Administrator**”, “**Custodian**” and “**Information Agent**” (the “**Collateral Management Restatement Agreement**”).

[●] hereby confirms that the following persons are duly authorised signatories of Deutsche Bank AG, London Branch with authority to give instructions as contemplated by the Collateral Management Restatement Agreement.

Name	Position	Signature
------	----------	-----------

Terms not otherwise defined herein shall bear the same meaning as in the Collateral Management Restatement Agreement.

Deutsche Bank AG, London Branch

By: _____

Name:

Title:

In its capacity as the Collateral Administrator

SCHEDULE 10

MOODY'S RATING

“**Moody's Rating**” means:

- (a) with respect to a Collateral Obligation that is a Secured Senior Loan or a Secured Senior Bond:
 - (i) if such Collateral Obligation has an Assigned Moody's Rating, such Assigned Moody's Rating;
 - (ii) if such Collateral Obligation does not have an Assigned Moody's Rating but the Obligor of such Collateral Obligation has a CFR, then the Moody's rating that is one subcategory higher than such CFR;
 - (iii) if neither clause (i) nor (ii) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Moody's rating that is two subcategories higher than the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;
 - (iv) if none of clauses (i) through (iii) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and
 - (v) if none of clauses (i) through (iv) above apply, the Collateral Obligation will be deemed to have a Moody's Rating of “Caa3”; and
- (b) with respect to a Collateral Obligation other than a Secured Senior Loan or a Secured Senior Bond:
 - (i) if such Collateral Obligation has an Assigned Moody's Rating, such Assigned Moody's Rating;
 - (ii) if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;
 - (iii) if neither clause (i) nor (ii) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has a CFR, then the Moody's rating that is one subcategory lower than such CFR;
 - (iv) if none of clauses (i), (ii) or (iii) above apply, if such Collateral Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Obligation has one or more subordinated debt obligations with an Assigned Moody's Rating, then the Moody's rating that is one subcategory higher than

the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;

- (v) if none of clauses (i) through (iv) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and
- (vi) if none of clauses (i) through (v) above apply, the Collateral Obligation will be deemed to have a Moody's Rating of "Caa3".

"Moody's Default Probability Rating" means, with respect to any Collateral Obligation, as of any date of determination, the rating determined in accordance with the following methodology:

- (a) if the Obligor of such Collateral Obligation has a CFR, then such CFR;
- (b) if not determined pursuant to clause (a) above, if the Obligor of such Collateral Obligation has one or more senior unsecured obligations with an Assigned Moody's Rating, then the Assigned Moody's Rating on such obligation as selected by the Collateral Manager in its sole discretion;
- (c) if not determined pursuant to clauses (a) or (b) above, if the Obligor of such Collateral Obligation has one or more senior secured obligations with an Assigned Moody's Rating, then the Moody's rating that is one subcategory lower than the Assigned Moody's Rating on any such senior secured obligation as selected by the Collateral Manager in its sole discretion;
- (d) if not determined pursuant to clauses (a), (b), or (c) above, if a rating estimate has been assigned to such Collateral Obligation by Moody's upon the request of the Issuer, the Collateral Manager or an Affiliate of the Collateral Manager, then the Moody's Default Probability Rating is such rating estimate as long as such rating estimate or a renewal for such rating estimate has been issued or provided by Moody's in each case within the 15 month period preceding the date on which the Moody's Default Probability Rating is being determined; provided, that if such rating estimate has been issued or provided by Moody's for a period (x) longer than 13 months but not beyond 15 months, the Moody's Default Probability Rating will be one subcategory lower than such rating estimate and (y) beyond 15 months, the Moody's Default Probability Rating will be deemed to be "Caa3";
- (e) if not determined pursuant to clauses (a), (b), (c) or (d) above, the Moody's Derived Rating; and
- (f) if not determined pursuant to clause (a), (b), (c), (d) or (e) above, the Collateral Obligation will be deemed to have a Moody's Default Probability Rating of "Caa3".

"Assigned Moody's Rating" means the monitored publicly available rating or the monitored estimated rating expressly assigned to a debt obligation (or facility) by Moody's that addresses the full amount of the principal and interest promised.

"CFR" means, with respect to an obligor of a Collateral Obligation, if such obligor has a corporate family rating by Moody's, then such corporate family rating; provided, if such obligor does not have a corporate family rating by Moody's but any entity in the obligor's

corporate family does have a corporate family rating, then the CFR is such corporate family rating.

“**Moody’s Derived Rating**” means, with respect to a Collateral Obligation whose Moody’s Rating or Moody’s Default Probability Rating is determined as the Moody’s Derived Rating, the rating as determined in the manner set forth below:

- (a) with respect to any Corporate Rescue Loan and (solely for purposes of determining the Moody’s Adjusted Weighted Average Rating Factor) any Current Pay Obligation, the Moody’s Rating or Moody’s Default Probability Rating of such Collateral Obligation shall be the rating which is one subcategory below the facility rating (whether public or private) of such Corporate Rescue Loan or Current Pay Obligation, as applicable, rated by Moody’s;
- (b) if not determined pursuant to clause (a) above, then by using any one of the methods provided below:
 - (i) pursuant to the table below:

Type of Collateral Obligation	S&P Rating (Public and Monitored)	Collateral Obligation Rated by S&P	Number of Subcategories Relative to Moody’s Equivalent of S&P Rating
Not Structured Finance Obligation	≥ “BBB”	Not a Loan or Participation Interest in Loan	-1
Not Structured Finance Obligation	≤ “BB+”	Not a Loan or Participation Interest in Loan	-2
Not Structured Finance Obligation		Loan or Participation Interest in Loan	-2

- (ii) if such Collateral Obligation is not rated by S&P but another security or obligation of the obligor has a public and monitored rating by S&P (a “parallel security”), then the rating of such parallel security will at the election of the Collateral Manager be determined in accordance with the table set forth in subclause (b)(i) above, and the Moody’s Derived Rating for purposes of the definitions of Moody’s Rating and Moody’s Default Probability Rating (as applicable) of such Collateral Obligation will be determined in accordance with the methodology set forth in the following table (for such purposes treating the parallel security as if it were rated by Moody’s at the rating determined pursuant to this subclause (b)(ii)):

Obligation Category of Rated Obligation	Rating of Rated Obligation	Number of Subcategories Relative to Rated Obligation Rating
Senior secured obligation	greater than or equal to B2	-1
Senior secured obligation	less than B2	-2
Subordinated obligation	greater than or equal to B3	+1
Subordinated obligation	less than B3	0

- (ii) or, if such Collateral Obligation is a Corporate Rescue Loan, no Moody's Derived Rating may be determined based on a rating by S&P or any other rating agency; provided, that the Aggregate Principal Balance of the Collateral Obligations that may have a Moody's Rating derived from an S&P rating as set forth in sub-clauses (i) or (ii) of this clause (b) may not exceed 10 per cent. of the Aggregate Principal Balance; and
- (c) if not determined pursuant to clauses (a) or (b) above and such Collateral Obligation is not rated by Moody's or S&P and no other security or obligation of the issuer of such Collateral Obligation is rated by Moody's or S&P, and if Moody's has been requested by the Issuer, the Collateral Manager or the issuer of such Collateral Obligation to assign a rating or rating estimate with respect to such Collateral Obligation but such rating or rating estimate has not been received, pending receipt of such estimate, the Moody's Derived Rating of such Collateral Obligation for purposes of the definitions of Moody's Rating or Moody's Default Probability Rating shall be (i) "B3" if the Collateral Manager certifies to the Trustee and the Collateral Administrator that the Collateral Manager believes that such estimate shall be at least "B3" and if the Aggregate Principal Balance of Collateral Obligations determined pursuant to this clause (c)(i) and clause (a) above does not exceed 5 per cent. of the Aggregate Principal Balance or (ii) otherwise, "Caa1."

For purposes of calculating a Moody's Derived Rating, each applicable rating on credit watch by Moody's with positive or negative implication at the time of calculation will be treated as having been upgraded or downgraded by one rating subcategory, as the case may be.

SCHEDULE 11

FITCH RATING

The “**Fitch Rating**” of any Collateral 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 Obligation in respect of which there is a Fitch issuer default rating, whether public or privately provided to the Collateral Manager following notification by the Collateral Manager that the Issuer has entered into a binding commitment to acquire such Collateral 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 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 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 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 Collateral 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 Obligation shall either be deemed to have a Fitch Rating of “B-”, subject to the Collateral 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; or
- (h) if such Collateral Obligation is a Corporate Rescue Loan:
 - (i) if such Corporate Rescue Loan 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 Collateral 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 shall either be deemed to have a Fitch Rating of “B-”, subject to the Collateral 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.

For the purposes of determining the Fitch Rating, the following definitions shall apply, provided always that (i) if a debt security or obligation of the Obligor has been in default during the past two years, the Fitch Rating of such Collateral Obligation shall be treated as “D”, (ii) 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 Obligation has been put on rating watch negative or negative credit watch for possible downgrade by Fitch, then the rating used to determine the Fitch Rating above shall be one rating subcategory below such rating by Fitch, and (y) notwithstanding the rating definition described above, Fitch reserves the right to use a credit opinion or a rating estimate for any Collateral Obligations at any time.

“**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:

<u>Rating Type</u>	<u>Applicable Rating Agency(ies)</u>	<u>Issue rating</u>	<u>Mapping Rule</u>
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.....	Fitch or S&P	"BBB-" or above	+0
Senior secured or subordinated.....	Fitch or S&P	"BB+" or below	-1
Senior secured or subordinated.....	Moody's	"Ba1" or above	-1
Senior secured or subordinated.....	Moody's	Below "Ba2", but at or above "Ca"	-2
Senior secured or subordinated.....	Moody'	"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 Obligation, the lower of any applicable public insurance financial strength rating by S&P or Moody's in respect thereof.

"Moody's CFR" means, in respect of a Collateral 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 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 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" means Standard & Poor's Ratings Services, a division of the McGraw Hill Companies, Inc. and any successor or successors thereto.

"S&P Issuer Credit Rating" means in respect of a Collateral Obligation, a publicly available issuer credit rating by S&P in respect of the Obligor thereof.

SCHEDULE 12

ADDITIONAL FCA PROVISIONS

1. The Collateral Manager is authorised and regulated by the FCA. Words or expressions defined in the FCA Rules have the same meaning when used in this Schedule 12 (*Additional FCA Provisions*) (save where the context otherwise requires).
2. The Collateral Manager has classified the Issuer in accordance with the FCA Rules as a Professional Client (as defined in the FCA Rules). The Issuer shall be entitled to request a different client classification in accordance with the procedures set out in the FCA Rules. However, the Collateral Manager is not obliged to agree to any such request.
3. This Agreement is to enter into force on the date on which it is executed and delivered.
4. The Issuer represents, warrants and undertakes to the Collateral Manager that it will inform the Collateral Manager if at any time it becomes aware that it no longer falls within the definition of Professional Client under the FCA Rules.
5. The investment criteria of the Issuer are stated in the Transaction Documents. Except as stated in any Transaction Documents, there are no restrictions on the types of investments in which the Issuer intends to invest or the markets on which the Issuer wishes transactions to be executed. Except as stated in any Transaction Documents, there are no restrictions on the value of any one investment or the proportion of the Portfolio which any one investment or any particular kind of investment may constitute.
6. The Collateral Manager shall not have authority to commit the Issuer to incur additional liabilities for the purpose of supplementing the Portfolio (including by borrowing on its behalf) except as expressly stated in this Agreement, the Collateral Management and Administration Agreement or any other Transaction Document.
7. Reports shall be prepared by the Collateral Administrator in accordance with Clause 15 (*Reports*) of this Agreement. The Collateral Manager will not produce separate transaction-by-transaction or periodic reports as contemplated by the FCA Rules, and the Issuer confirms that it does not wish the Collateral Manager to produce such reports. Assets comprised in the Portfolio shall be valued in accordance with the provisions of the Transaction Documents.
8. The Collateral Manager shall not hold any cash or investments on behalf of the Issuer. The Issuer has appointed the Collateral Administrator as the Issuer's agent to provide administrative services in relation to the Portfolio, and to account to the Issuer in respect of transactions for the account of the Portfolio.
9. The Collateral Manager maintains a conflicts of interest policy as required by the FCA Rules a copy of which has been provided to the Issuer.
10. The provisions relating to termination of the Collateral Manager's appointment are set out in Clause 40 (*Term and Termination*) of this Agreement. Termination shall be without

prejudice to the completion of transactions already initiated pursuant to this Agreement, subject as stated in Clause 40.2 (*Liability upon Termination, Resignation or Removal*).

11. The Collateral Manager will owe the Issuer a duty of best execution in the circumstances set out in the FCA Rules. Further details are set out in Clause 3.4 (*Execution*) of this Agreement.

12. Any complaints regarding the service provided by the Collateral Manager shall be made in writing and shall be addressed to the compliance officer/financial controller of the Collateral Manager. The Issuer has no right to complain directly to the Financial Ombudsman Service because it is not an eligible complainant.

13. The Issuer is not an eligible claimant under the FCA rules relating to the Financial Services Compensation Scheme.

14. Nothing in this Agreement shall affect any obligation or liability owed by the Collateral Manager under the regulatory system, as defined in the FCA Rules, which cannot be excluded or modified by agreement or notice.

SCHEDULE 13

TAX COVENANTS

United Kingdom Tax Covenants

1. The Collateral Manager shall not carry on any other transaction, business or activities in the United Kingdom on behalf of the Issuer other than those detailed in this Agreement.
2. The Collateral Manager shall at all times when it is a party to this Agreement carry on a business in the United Kingdom of providing investment management services and the services to be provided by it in accordance with this Agreement shall be provided in the ordinary course of the Collateral Manager's business.
3. The remuneration received by the Collateral Manager for the services provided by it to or for the benefit of the Issuer or its Clients (including those services provided by the Collateral Manager to or for the benefit of the Issuer) will be at an arm's length rate and on arm's length terms having regard in this context to the principles in the OECD Transfer Pricing Guidelines for Multinational Enterprises and Tax Administrations. For the purposes of this paragraph, "Clients" shall mean any persons to whom the Collateral Manager directly or indirectly provides investment management services.
4. That, in relation to the services which the Collateral Manager provides under this Agreement, the Collateral Manager will satisfy the conditions set out in clauses (i) and (ii) below which are that the Collateral Manager:
 - (i) belongs in the United Kingdom for the purposes of section 9 of the United Kingdom Value Added Tax Act 1994; and
 - (ii) is a taxable person for the purposes of the United Kingdom Value Added Tax Act 1994.

SIGNATORIES

Issuer:

EXECUTED as a DEED by) _____
a duly authorised signatory of)
GROSVENOR PLACE CLO 2013-1 B.V.)

In the presence of:

Witness Name:

Signature: _____

Address:

Collateral Manager:

SIGNED as a **DEED** for and on behalf of)
CQS INVESTMENT MANAGEMENT) _____
LIMITED, by a director and director/secretary) Director
)
)
) _____
) Director / Secretary
)
)

Trustee:

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
was affixed to this deed in the presence of:)

Associate Director: _____

Associate Director: _____

Custodian and Collateral Administrator:

EXECUTED as a **DEED**)
and delivered by duly authorised signatories of)
DEUTSCHE BANK AG, LONDON BRANCH)

Authorised Signatory: _____

Authorised Signatory: _____

Information Agent:

EXECUTED as a DEED and)
delivered by two duly authorised signatories of)
DEUTSCHE BANK TRUST COMPANY AMERICAS)

Authorised Signatory: _____

Authorised Signatory: _____

SIGNATORIES

Issuer

EXECUTED as a **DEED** by)
a duly authorised signatory of)
GROSVENOR PLACE CLO 2013-1)
B.V.)

In the presence of:
Witness Name:

Signature:

Address:

Outgoing Collateral Manager

SIGNED as a **DEED** for and on behalf of)
CQS CAYMAN LIMITED PARTNERSHIP,)
a limited partnership organised under the)
laws of the Cayman Islands, by a director of)
CQS CAYMAN GENERAL PARTNER who, in)
accordance with the laws of the Cayman)
Islands, is acting under authority of the)
partnership)

.....
Director

Trustee

THE COMMON SEAL of)
DEUTSCHE TRUSTEE COMPANY LIMITED)
was affixed to this deed in the presence of:)

Associate Director:

Associate Director:

Custodian and Collateral Administrator

EXECUTED as a **DEED**)
and delivered by duly authorised signatories of)
DEUTSCHE BANK AG, LONDON BRANCH)

Authorised Signatory:

Authorised Signatory:

Information Agent

EXECUTED as a **DEED**)
and delivered by duly authorised signatories of)
DEUTSCHE BANK TRUST COMPANIES)
AMERICAS)

Authorised Signatory:

Authorised Signatory:

Outgoing Collateral Sub-Manager and Incoming Collateral Manager

SIGNED as a **DEED** for and on behalf of)
CQS INVESTMENT MANAGEMENT)
LIMITED, by a director)
and a director / secretary) Director
)
)
) Director / Secretary