

THL Credit Wind River 2013-2 CLO Ltd. THL Credit Wind River 2013-2 CLO LLC

NOTICE OF FIRST SUPPLEMENTAL INDENTURE

Date of Notice: September 4, 2015

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE SUBJECT NOTES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER.

To: The Holders of the Notes as described as:

	CUSIP*	<u>ISIN*</u>	Common
	(Rule 144A/Reg S)	(Rule 144A/Reg S)	Code*
Class A-1 Notes	88432AAA8/G8828HAA6	US88432AAA88/USG8828HAA61	098366415
Class A-2A Notes	88432AAN0/G8828HAG3	US88432AAN00/USG8828HAG32	098369856
Class A-2B Notes	88432AAQ3/G8828HAH1	US88432AAQ31/USG8828HAH15	098370528
Class A-3 Notes	88432AAS9/G8828HAJ7	US88432AAS96/USG8828HAJ70	098370811
Class B-1 Notes	88432AAC4/G8828HAB4	US88432AAC45/USG8828HAB45	098371885
Class B-2 Notes	88432AAU4/G8828HAK4	US88432AAU43/USG8828HAK44	098372814
Class C Notes	88432AAE0/G8828HAC2	US88432AAE01/USG8828HAC28	098373152
Class D Notes	88432AAG5/G8828HAD0	US88432AAG58/USG8828HAD01	098373535
Class E Notes	88432AAJ9/G8828HAE8	US88432AAJ97/USG8828HAE83	098373802
Class F Notes	88432AAL4/G8828HAF5	US88432AAL44/USG8828HAF58	098374086
Class M Notes	87245JAE0/G8828XAC7	US87245JAE01/USG8828XAC77	098940677
Subordinated Notes	87245JAA8/G8828XAA1	US87245JAA88/USG8828XAA12	098811125

To: Those Additional Parties listed on Schedule I hereto

Reference is hereby made to that certain Indenture dated as of November 14, 2013 (as supplemented, amended or modified from time to time, the "<u>Indenture</u>"), among THL Credit Wind River 2013-2 CLO Ltd., as Issuer (the "<u>Issuer</u>"), THL Credit Wind River 2013-2 CLO LLC, as Co-Issuer (the "<u>Co-Issuer</u>", and together with the Issuer, the "<u>Co-Issuers</u>") and U.S. Bank, National Association, as Trustee (the "<u>Trustee</u>"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

^{*} No representation is made as to the correctness of the CUSIP, ISIN or Common Code number either as printed on the Notes or as contained in this notice. Such numbers are included solely for the convenience of the Holders. 4822-1913-2968.2

I. <u>Notice of Executed First Supplemental Indenture</u>

Attached hereto is a copy of the executed First Supplemental Indenture, dated as of September 4, 2015, by and among the Co-Issuers and the Trustee.

U.S. BANK NATIONAL ASSOCIATION, as Trustee

SCHEDULE I

Additional Parties

Issuer:

THL Credit Wind River 2013-2 CLO Ltd. c/o MaplesFS Limited P.O. Box 1093
Boundary Hall, Cricket Square Grand Cayman, KY-1102
Cayman Islands
Attention: The Directors

Co-Issuer:

THL Credit Wind River 2013-2 CLO LLC c/o Puglisi & Associates 850 Library Avenue, Suite 204 Newark, Delaware 19711 Attn: Donald Puglisi

Investment Manager:

THL Credit Senior Loan Strategies LLC 227 W. Monroe St. Suite 3200 Chicago, IL 60606.

With copy to:

Winston & Strawn LLP 35 W. Wacker Drive Chicago, Illinois 60601-9703 Attention: Jai S. Khanna

Rating Agencies:

Moody's Investor's Service 7 World Trade Center New York, New York 10007 Attn: CBO/CLO Monitoring E-mail: cdomonitoring@moodys.com Facsimile: (212) 553-0355

Standard & Poor's
55 Water Street, 41st Floor
New York, New York 10041
Attn: CDO Surveillance
to Standard & Poor's electronically at
cdo_surveillance@sandp.com

Irish Stock Exchange:

Maples and Calder, as Listing Agent 75 St. Stephen's Green Dublin 2, Ireland Facsimile: +353-1-619-2001

ANNEX A

Copy of Executed First Supplemental Indenture

FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture (this "<u>Supplemental Indenture</u>") is made and entered into as of this 4th day of September, 2015, by and among THL Credit Wind River 2013-2 CLO Ltd., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "<u>Issuer</u>"), THL Credit Wind River 2013-2 CLO LLC, a Delaware limited liability company (the "<u>Co-Issuer</u>" and, together with the Issuer, the "<u>Issuers</u>"), and U.S. Bank National Association, as trustee (the "Trustee").

RECITALS

- A. **WHEREAS,** the Issuers and the Trustee entered into that certain Indenture dated as of November 14, 2013 (the "<u>Indenture</u>").
- B. **WHEREAS**, Section 8.2 of the Indenture provides that, other than certain amendments or waivers concerning the issues listed in Section 8.2(a), the Issuers and the Trustee may amend or supplement the Indenture with the written consent of a Majority of each Class of Notes materially and adversely affected thereby, if any (the "Requisite Consents"), and subject to certain other conditions as set forth in the Indenture.
- C. **WHEREAS**, the Issuers desire and have requested the Trustee to join it in entering into this Supplemental Indenture for the purposes of amending certain provisions of the Indenture as permitted by Section 8.2 of the Indenture.
- D. **WHEREAS,** this Supplemental Indenture has been duly authorized by all necessary corporate or other action, as applicable, on the part of each of the Issuers and the Issuers have obtained the Requisite Consents to the amendments set forth herein.
- **NOW, THEREFORE**, in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Issuers and the Trustee mutually covenant and agree for the benefit of each other and for the equal and ratable benefit of the Noteholders as follows:

AGREEMENT

- 1. <u>Definitions</u>. Unless otherwise defined herein, all capitalized terms used herein have the meanings given to them in the Indenture.
 - 2. Amendments to the Indenture. Effective upon the date hereof:
- (a) The following new definitions are inserted in Section 1.1 of the Indenture in the appropriate alphabetical order:

"First Supplemental Indenture": That certain First Supplemental Indenture made and entered into as of September 4, 2015, by and among the Issuers and the Trustee.

"<u>Highest Priority S&P Class</u>": The Class of Outstanding Notes that is rated by S&P in respect of which no Priority Class is Outstanding.

"Permitted Securities Condition": As of any date of determination, a condition that will be satisfied if: (a) the Issuer and the Investment Manager have received an opinion of counsel of national reputation experienced in such matters and in collateralized loan obligation transactions, which opinion may be based upon, among other things, interpretive letters or other formal guidance issued by any of the Office of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the Securities and Exchange Commission and/or the Commodity Futures Trading Commission (together with an Officer's certificate of the Issuer or the Investment Manager to the Trustee (on which the Trustee may rely without receiving or reviewing a copy of the opinion) that the opinion specified in this definition, in form and substance satisfactory to the Issuer and the Investment Manager, has been received by the Issuer and the Investment Manager) that: (i) assuming the Issuer is a "covered fund," none of the Rated Notes shall be considered an "ownership interest" therein (in each case, as such terms are defined for purposes of the Volcker Rule); or (ii) the Issuer will not be considered a "covered fund" (as defined in clause (a)(i) above); (b) any amendments or supplements to the Indenture that are necessary for the Issuer to receive the opinion described in clause (a) above shall have become effective in accordance with the terms thereof; and (c) a supermajority (66 2/3% based on the Aggregate Outstanding Amount of Notes held by the Section 13 Banking Entities) of the Section 13 Banking Entities (voting as a single class) consent in writing to the satisfaction of the Permitted Securities Condition.

"Section 13 Banking Entity": An entity that, as of the date of determination regarding satisfaction of the Permitted Securities Condition, (i) is defined as a "banking entity" under the Volcker Rule regulations (Section 248.2(c)), (ii) in connection with a supplemental indenture, provides written certification that it is a "banking entity" under the Volcker Rule regulations (Section 248.2(c)) thereof to the Issuer, the Investment Manager and the Trustee (upon which the Issuer, the Investment Manager and the Trustee may conclusively rely, and which, in connection with a supplemental indenture pursuant to Article VIII, shall be provided within 10 Business Days of notice of such supplemental indenture), and (iii) identifies the Class or Classes of Notes held by such entity and the outstanding principal amount thereof. Any holder that does not provide such certification in connection with a supplemental indenture in accordance with clause (ii) will be deemed for purposes of such supplemental indenture not to be a Section 13 Banking Entity. If no entity provides such certification, then no Section 13 Banking Entities will be deemed to exist for purposes of any required consent or action under the Transaction Documents.

"Volcker Rule": Section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder.

- (b) The definition of "Class Break-even Default Rate" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - "Class Break-even Default Rate": With respect to the Highest Priority S&P Class, the maximum percentage of defaults, as determined at any time through application of the S&P CDO Monitor that is applicable to the portfolio of Collateral Obligations, that the Current Portfolio or the Proposed Portfolio, as applicable, can sustain, which, after giving effect to assumptions on recoveries, defaults and timing and to the Priority of Payments, will result in sufficient funds remaining for the payment of such Class or Classes of Notes in full. Not later than five Business Days after any date on which the Investment Manager submits a request to S&P to provide input files for the S&P CDO Monitor for a particular combination of S&P Matrix Spread, Recovery Rate Set and S&P Maximum Weighted Average Life pursuant to the Indenture (or 30 days, in respect of the initial submission that will apply on and after the last day of the Ramp Up Period), S&P will provide the Investment Manager and the Collateral Administrator with such input files and their associated Class Break even Default Rates.
- (c) The definition of "Class Scenario Default Rate" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - "Class Scenario Default Rate": With respect to the Highest Priority S&P Class, at any time, an estimate of the cumulative default rate for the Current Portfolio or the Proposed Portfolio, as applicable, consistent with S&P's Initial Rating of such Class or Classes of Notes, determined by application by the Collateral Administrator of the S&P CDO Monitor at such time.
- (d) Clause (i) of the definition of "Collateral Obligation" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - (i) is a Secured Loan Obligation, Senior Unsecured Loan or, if the Permitted Securities Condition has been satisfied, a Bond or a Senior Secured Note;
- (e) Clause (iv) of the definition of "Collateral Obligation" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - (iv) is not a Bridge Loan or a Letter of Credit (other than, if the Permitted Securities Condition has been satisfied, a Prefunded Letter of Credit);
- (f) Clause (iv) of the definition of "Concentration Limitations" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - (iv) not more than 10.0% of the Collateral Principal Amount may consist of Collateral Obligations that are Second Lien Loans, Senior Secured Notes, Senior Unsecured Loans and Bonds; provided that, notwithstanding the foregoing, unless the Permitted Securities Condition has been satisfied, no portion of the Collateral

Principal Amount may consist of Collateral Obligations that are Bonds or Senior Secured Notes;

- (g) Clause (xvi) of the definition of "Concentration Limitations" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
- (xvi) not more than 2.5% of the Collateral Principal Amount may consist of Prefunded Letters of Credit; provided that, notwithstanding the foregoing, unless the Permitted Securities Condition has been satisfied, no portion of the Collateral Principal Amount may consist of Collateral Obligations that are Prefunded Letters of Credit; and
- (h) The definition of "Eligible Investments" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - "<u>Eligible Investments</u>": (a) Cash or (b) any United States dollar investment that, at the time it is Delivered to the Trustee (directly or through an intermediary or bailee), is one or more of the following obligations or securities:
 - (i) direct obligations of, and obligations the timely payment of principal and interest on which is fully and expressly guaranteed by, the United States of America or any agency or instrumentality of the United States of America the obligations of which are expressly backed by the full faith and credit of the United States of America and which satisfy the Eligible Investment Required Ratings;
 - (ii) demand and time deposits in, certificates of deposit of, trust accounts with, bankers' acceptances issued by, or federal funds sold by any depository institution or trust company incorporated under the laws of the United States of America (including the Bank and Affiliates of the Bank) or any state thereof and subject to supervision and examination by federal and/or state banking authorities, in each case payable within 183 days of issuance, so long as the commercial paper and/or the debt obligations of such depository institution or trust company at the time of such investment or contractual commitment providing for such investment have the Eligible Investment Required Ratings;
 - (iii) commercial paper or other short term obligations with the Eligible Investment Required Ratings and that either bear interest or are sold at a discount from the face amount thereof and have a maturity of not more than 183 days from their date of issuance; provided that this clause (iii) shall not include extendible commercial paper or asset backed commercial paper;
 - (iv) money market funds domiciled outside of the United States which funds have credit ratings of "Aaa-mf" or equivalent ratings at that time by Moody's and "AAAm" or "AAAm-G" or equivalent ratings at that time by S&P, respectively;
 - provided that (A) Eligible Investments purchased with funds in the Collection Account will be held until maturity except as otherwise specifically provided herein and will in-

clude only such obligations or securities, other than those referred to in clause (iv) above, as mature (or are putable at par to the issuer thereof) no later than the earlier of 60 days and the Business Day prior to the next Payment Date (unless such Eligible Investments are issued by the Trustee in its capacity as a banking institution, in which case such Eligible Investments may mature on such Payment Date) and (B) unless the Permitted Securities Condition has been satisfied, Eligible Investments shall exclude any investments not treated as "cash equivalents" for purposes of Section 248.10(c)(8)(iii)(A) of the regulations implementing the Volcker Rule in accordance with any applicable interpretive guidance thereunder; provided, further, that none of the foregoing obligations or securities shall constitute Eligible Investments if (1) such obligation or security has an "f," "r," "p," "pi," "q" or "t" subscript assigned by S&P, (2) all, or substantially all, of the remaining amounts payable thereunder consist of interest and not principal payments, (3) such obligation or security is subject to withholding tax (other than any withholding tax imposed pursuant to FATCA) unless the issuer of the security is required to make "gross up" payments that ensure that the net amount actually received by the Issuer (after payment of all taxes, whether imposed on such Obligor or the Issuer) will equal the full amount that the Issuer would have received had no such taxes been imposed, (4) such obligation or security is secured by real property, (5) such obligation or security is purchased at a price greater than 100% of the principal or face amount thereof or (6) in the Investment Manager's sole judgment, such obligation or security is subject to material non-credit related risks; provided, further, that none of the foregoing obligations or securities shall constitute Eligible Investments unless the acquisition thereof will not cause the Issuer to violate the Tax Guidelines. Eligible Investments may include, without limitation, those investments for which the Trustee or an Affiliate of the Trustee is the obligor or depository institution, or provides services and receives compensation.

(i) The definition of "Participation Interest" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:

"Participation Interest": A participation interest in a loan originated by a bank or financial institution that, at the time of acquisition, or the Issuer's commitment to acquire the same, satisfies each of the following criteria: (i) such participation would constitute a Collateral Obligation were it acquired directly, (ii) the selling institution is a lender on the loan, (iii) the aggregate participation in the loan granted by such selling institution to any one or more participants does not exceed the principal amount or commitment with respect to which the selling institution is a lender under such loan, (iv) such participation does not grant, in the aggregate, to the participant in such participation a greater interest than the selling institution holds in the loan or commitment that is the subject of the participation, (v) the entire purchase price for such participation is paid in full (without the benefit of financing from the selling institution or its affiliates) at the time of the Issuer's acquisition (or, to the extent of a participation in the unfunded commitment under a Revolving Collateral Obligation or Delayed Drawdown Collateral Obligation, at the time of the funding of such loan), (vi) the participation provides the participant all of the economic benefit and risk of the whole or part of the loan or commitment that is the subject of the loan participation and (vii) such participation is documented under a Loan Syndications

and Trading Association, Loan Market Association or similar agreement standard for loan participation transactions among institutional market participants. For the avoidance of doubt, a Participation Interest shall not include a sub-participation interest in any loan.

- (j) The definition of "S&P CDO Monitor" in Section 1.1 of the Indenture is hereby amended by:
- (A) deleting the second sentence thereof in its entirety and replacing it with the following therefor:

The S&P CDO Monitor shall be chosen by the Investment Manager (with notice to the Collateral Administrator) in accordance with Section 7.17(f) and by reference to the portfolio of Collateral Obligations and the following inputs: (A) the applicable weighted average spread will be the spread between 2.90% and 5.00% (in increments of 0.10%) without exceeding the Rating Agency Surveillance Weighted Average Floating Spread as of such Measurement Date (the "S&P Matrix Spread"), (B) the applicable weighted average recovery rate with respect to the Highest Priority S&P Class will be determined according to its initial S&P rating by reference to the applicable "Recovery Rate Set" set forth in the table provided below, as selected by the Investment Manager (provided that, in each case, such rate may not exceed the actual weighted average recovery rate with respect to the Highest Priority S&P Class) and (C) the applicable S&P Maximum Weighted Average Life selected by the Investment Manager (provided that, in each case, such S&P Maximum Weighted Average Life must at least equal the actual Weighted Average Life of the Collateral Obligations as of such Measurement Date); provided that, Recovery Rate Sets 1 through 36, and 100 through 135 cannot be chosen with Cases B through F of the S&P Maximum Weighted Average Life.

(B) adding the following sentence to the end thereof:

If so elected by the Investment Manager by written notice to the Issuer, the Collateral Administrator, the Trustee and S&P, the S&P CDO Monitor Test and definitions applicable thereto, shall instead be as set forth in <u>Schedule 6</u> hereto henceforth. An election to change from the use of this definition to those set forth in <u>Schedule 6</u> hereto (or, if the definitions in <u>Schedule 6</u> hereto were chosen to apply in connection with the Effective Date, to change to the S&P CDO Monitor Test as defined in this paragraph) shall only be made once after the Closing Date.

(k) The definition of "S&P Minimum Weighted Average Recovery Rate Test" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:

"<u>S&P Minimum Weighted Average Recovery Rate Test</u>": The test that will be satisfied on any date of determination if the S&P Weighted Average Recovery Rate for the Highest Priority S&P Class equals or exceeds the weighted average recovery rate for such Class in the Recovery Rate Set selected by the Investment Manager pursuant to the definition of S&P CDO Monitor and <u>Section 7.17(f)</u>.

- (l) The definition of "S&P Weighted Average Recovery Rate" in Section 1.1 of the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - "S&P Weighted Average Recovery Rate": As of any date of determination, the number, expressed as a percentage and determined separately for the Highest Priority S&P Class, obtained by summing the products obtained by multiplying the outstanding Principal Balance of each Collateral Obligation (excluding any Defaulted Obligation) by its corresponding recovery rate as determined in accordance with Section 1 of Schedule 5, dividing such sum by the Aggregate Principal Balance of all Collateral Obligations (excluding any Defaulted Obligation), and rounding to the nearest tenth of a percent.
- (m) Section 8.2 of the Indenture is hereby amended by inserting the following as a new paragraph (g) immediately following Section 8.2(f):
 - (g) Notwithstanding anything herein to the contrary and in addition to any other requirements of this Section 8.2, no subsequent modification or amendment to the provisions of the First Supplemental Indenture (other than with respect to clauses (b), (c), (j), (k), (l), (q), (r) and (s) of Section 2 of the First Supplemental Indenture) will be effective unless the prior written approval of 66 2/3% (based on the aggregate principal amount of Notes held by the Section 13 Banking Entities (voting as a single class) is obtained. For the avoidance of doubt, this clause (g) shall only apply to the clauses and/or sub-clauses specifically amended by the First Supplemental Indenture and not to the definition, provision or sections in their entirety.
- (n) Section 10.6(a) of the Indenture is hereby amended by inserting the following as a new clause (xxv) immediately following Section 10.6(a)(xxiv).
 - (xxiv) An indication as to whether the Permitted Securities Condition has been satisfied.
- (o) Section 12.1 of the Indenture is hereby amended by inserting the following as a new clause (j) immediately following Section 12.1(i):
 - (j) Further Volcker Rule Assurances. Notwithstanding anything to the contrary in this Indenture, if on or after July 21, 2015, the Class A Notes will be considered to be an "ownership interest" in a "covered fund" under the Volcker Rule due to the Issuer's ownership of any specified asset or type of assets (as stated in an opinion of nationally recognized U.S. counsel experienced in such matters, such counsel to be reasonably acceptable to the Issuer and the Investment Manager, obtained by a Majority of the Class A Notes and addressed to the Issuer and the Investment Manager, together with an officer's certificate of the Issuer or the Investment Manager to the Trustee (on which the Trustee may rely without receiving or reviewing a copy of the specified opinion) that such opinion, in form and substance satisfactory to the Issuer and the Investment Manager, has been received by the Issuer and the Investment Manager), then the Investment Manager will be required to take commercially reasonable efforts to sell any type of Collateral Obligations (excluding Senior Secured Loans) that have been identified in such opinion that

would cause the Issuer to be unable to comply with the loan securitization exemption from the definition of "covered fund" under the Volcker Rule and will not purchase any additional Collateral Obligations of a type (excluding Senior Secured Loans) identified in such opinion that would cause the Issuer to be unable to comply with the loan securitization exemption from the definition of "covered fund" under the Volcker Rule (as set forth in such opinion of nationally recognized U.S. counsel experienced in such matters); *provided* that a copy of any such opinion and officer's certificate shall be provided to the Initial Majority Subordinated Noteholder (so long as the Initial Majority Subordinated Noteholder Condition is satisfied).

(p) The third paragraph of Section 16.1(a) of the Indenture is hereby deleted in its entirety and replaced with the following therefor:

The Issuer shall not enter into or amend Hedge Agreements unless it obtains the consent of a Majority of the Controlling Class and the Initial Majority Subordinated Noteholder (so long as the Initial Majority Subordinated Noteholder Condition is satisfied) and (i) either (A) the Permitted Securities Condition is satisfied, or (B) it obtains written advice of counsel and a certification from the Investment Manager that (1) the written terms of the derivative directly relate to the Collateral Obligations and the Notes and (2) such derivative reduces the interest rate and/or foreign exchange risks related to the Collateral Obligations and the Notes, and (ii) either (A) it obtains the advice of Cadwalader, Wickersham or Taft LLP, Winston & Strawn LLP or an Opinion of Counsel that the Issuer entering into such Hedge Agreement will not cause it to be considered a "commodity pool" as defined in Section 1a(10) of the Commodities Exchange Act, as amended or (B) the Issuer shall be operated such that the Investment Manager and/or such other relevant party to the transaction, as applicable, shall be eligible for an exemption from registration as a "commodity pool operator" and a "commodity trading advisor" (each as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act) and all conditions precedent to obtaining such an exemption have been satisfied.

- (q) Section 1(a) of Schedule 5 to the Indenture is hereby deleted in its entirety and replaced with the following therefor:
 - (a) If a Collateral Obligation has an S&P Asset Specific Recovery Rating, the S&P Recovery Rate for such Collateral Obligation shall be the applicable percentage set forth in Table 1 below, based on such S&P Asset Specific Recovery Rating and the applicable Class of Note:

Table 1: S&P Recovery Rates For Collateral Obligations With S&P Asset Specific Recovery Ratings*								
	S&P	S&P	S&P	S&P	S&P	S&P	S&P	
R	Recovery	Recovery	Recovery	Recovery	Recovery	Recovery	Recovery	
F	Range**	Rate	Rate	Rate	Rate	Rate	Rate for	
		for Rated	Rated					
		Notes	Notes	Notes	Notes	Notes	Notes	

		rated	rated	rated	rated	rated	rated
		"AAA"	"AA"	"A"	"BBB"	"BB"	"B" and
							"CCC"
Asset Specific		(%)	(%)	(%)	(%)	(%)	(%)
Recovery							
Rates							
1 +	100	75	85	88	90	92	95
1	90-100	65	75	80	85	90	95
2	80-90	60	70	75	81	86	90
2	70-80	50	60	66	73	79	80
3	60-70	40	50	56	63	67	70
3	50-60	30	40	46	53	59	60
4	40-50	27	35	42	46	48	50
4	30-40	20	26	33	39	40	40
5	20-30	15	20	24	26	28	30
5	10-20	5	10	15	20	20	20
6	0-10	2	4	6	8	10	10

^{*} The S&P Recovery Rate shall be the applicable rate set forth above based on the applicable Class of Rated Notes and the rating thereof as of the Closing Date.

- (r) Section 1(c) of Schedule 5 is hereby amendment by deleting "Argentina" and "Chile" from the list of countries in Group 3 under the table in such clause (c).
- (s) Schedule 6 attached hereto as Exhibit 1 is hereby added after Schedule 5 in the Indenture.
- 3. <u>Indenture</u>. Except as amended hereby, the Indenture is in all respects ratified and confirmed and all the terms shall remain in full force and effect. This Supplemental Indenture shall form a part of the Indenture for all purposes, and every Noteholder heretofore or hereafter authenticated and delivered under the Indenture shall be bound hereby and all terms and conditions of both shall be read together as though they constitute a single instrument, except that in the case of conflict the provisions of this Supplemental Indenture shall control.
- 4. <u>Effectiveness</u>. The provisions of this Supplemental Indenture shall be effective only upon execution and delivery of this instrument by the parties hereto.
- 5. <u>Rights of Trustee</u>. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee, including its right to be compensated, reimbursed and indemnified, whether or not elsewhere herein so provided.

^{**} From S&P's published reports. If a recovery range is not available for a given loan with a recovery rating of '2' through '5', the lower range for the applicable recovery rating should be assumed.

- 6. <u>Reference to Indenture</u>. On and after the date hereof, each reference in the Indenture, and in all other agreements, documents, certificates, exhibits and instruments executed pursuant thereto, to "the Indenture," "hereunder," "hereof," "herein" or words of like import referring to the Indenture shall mean and be a reference to the Indenture as amended by this Supplemental Indenture.
- 7. <u>Counterparts</u>. This Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.
- 8. <u>Acceptance by Trustee</u>. The Trustee assumes no responsibility for the correctness of the recitals contained herein, which shall be taken as the statements of the Issuers and the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Supplemental Indenture and makes no representation with respect thereto.
- 9. <u>Execution, Delivery and Validity</u>. The Issuer represents and warrants to the Trustee that this Supplemental Indenture has been duly and validly executed and delivered by the Issuer and constitutes its legal, valid and binding obligation, enforceable against the Issuer in accordance with its terms.
- 10. <u>Binding Effect</u>. This Supplemental Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- 11. <u>FATCA</u>. This Supplemental Indenture will not result in a "material modification" (as defined in FATCA) of any of the Rated Notes for FATCA purposes. The Trustee shall be entitled to rely, and shall be fully protected in relying upon, the foregoing statement and shall have no obligation to determine and shall assume that no material modification for FATCA purposes has occurred, unless and until the Trustee receives written notice of such material modification from the Issuer.
- 12. <u>Governing Law</u>. This Supplemental Indenture shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law provisions.

[signature pages follow]

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplemental Indenture to be executed by its duly authorized officers as of the date first written above.

as Issuer
By: Name: Bersy Mortel Title: Director
THL CREDIT WIND RIVER 2013-2 CLO LLC as Co-Issuer
By:Name: Title:

THL CREDIT WIND RIVER 2013-2 CLO LTD.,

IN WITNESS WHEREOF, each of the parties hereto has caused this Supplemental Indenture to be executed by its duly authorized officers as of the date first written above.

THL CREDIT WIND RIVER 2013-2 CLO LTD., as Issuer
By:
Name:
Title:
THL CREDIT WIND RIVER 2013-2 CLO LLC, as Co-Issuer
By: Jouel Kage Name: Donald J. Puglisil Title: Manager
Name: Donald J. Pulisi
Title: Manager 3

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:___ Name:

Title:

Maciek P. Zdeb Vice President Consented to by:

THL CREDIT SENIOR LOAN STRATEGIES LLC, as Investment Manager

Name James Fellows Fille: Co-head, Managing Director

S&P NON-MODEL VERSION CDO MONITOR DEFINITIONS

If so elected by the Investment Manager by written notice to the Issuer, the Collateral Administrator, the Trustee and S&P, the S&P CDO Monitor Test shall be defined as follows:

The "S&P CDO Monitor Test" will be satisfied on any date of determination on or after the Effective Date and during the Reinvestment Period following receipt by the Investment Manager or the Collateral Administrator from S&P of the S&P CDO Monitor Input File to the S&P CDO Monitor if, after giving effect to the purchase of any additional Collateral Obligation, the S&P CDO Monitor Adjusted BDR is equal to or greater than the S&P CDO Monitor SDR. The S&P CDO Monitor Test shall only be applicable to the Class A Notes.

As used for purposes of the S&P CDO Monitor Test, the following terms shall have the meanings set forth below:

"S&P CDO Monitor Adjusted BDR" means the threshold value for the S&P CDO Monitor Test, calculated as a percentage by adjusting the S&P CDO Monitor BDR for changes in the Principal Balance of the Collateral Obligations relative to the Aggregate Ramp-Up Par Amount as follows:

S&P CDO Monitor BDR * (OP / NP) + (NP - OP) / [NP * (1 - S&P Weighted Average Recovery Rate)], where OP = Aggregate Ramp-Up Par Amount; NP = the sum of the Aggregate Principal Balances of the Collateral Obligations with an S&P Rating of "CCC-" or higher, Principal Proceeds, and the sum of the lower of S&P Recovery Amount or the Market Value of each obligation with an S&P Rating below "CCC-".

"S&P CDO Monitor BDR" means the value calculated using the formula provided in the S&P CDO Monitor Input File.

"S&P CDO Monitor Input File" means a file containing the formula relating to the Issuer's portfolio used to calculate the S&P CDO Monitor BDR, which formula is: S&P CDO Monitor BDR = C0 + (C1 * Weighted Average Floating Spread) + (C2 * S&P Weighted Average Recovery Rate). C0, C1 and C2 will not change unless S&P provides an updated S&P CDO Monitor Input File at the request of the Investment Manager following the Closing Date.

"S&P CDO Monitor SDR" means the percentage derived from the following equation: 0.329915 + (1.210322 * EPDR) – (0.586627 * DRD) + (2.538684 /ODM) + (0.216729 / IDM) + (0.0575539 / RDM) – (0.0136662 * WAL), where EPDR is the S&P Expected Portfolio Default Rate; DRD is the S&P Default Rate Dispersion; ODM is the S&P Obligor Diversity Measure; IDM is the S&P Industry Diversity Measure; RDM is the S&P Regional Diversity Measure; and WAL is the S&P Weighted Average Life

- "S&P Default Rate" means, with respect to all Collateral Obligations with an S&P Rating of "CCC-" or higher, the default rate determined in accordance with Table 1 below using such Collateral Obligation's S&P Rating and the number of years to maturity (determined using linear interpolation if the number of years to maturity is not an integer).
- "S&P Default Rate Dispersion" means, with respect to all Collateral Obligations with an S&P Rating of "CCC-" or higher, (A) the sum of the product of (i) the Principal Balance of each such Collateral Obligation and (ii) the absolute value of (x) the S&P Default Rate *minus* (y) the S&P Expected Portfolio Default Rate *divided by* (B) the Aggregate Principal Balance for all such Collateral Obligations.
- "S&P Expected Portfolio Default Rate" means, with respect to all Collateral Obligations with an S&P Rating of "CCC-" or higher, (i) the sum of the product of (x) the Principal Balance of each such Collateral Obligation and (y) the S&P Default Rate *divided by* (ii) the Aggregate Principal Balance for all such Collateral Obligations.
- "S&P Industry Diversity Measure" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) within each S&P industry classification in the portfolio, then dividing each of these amounts by the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) from all the S&P industry classifications in the portfolio, squaring the result for each industry, then taking the reciprocal of the sum of these squares.
- "S&P Obligor Diversity Measure" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) from each obligor and its affiliates, then dividing each such Aggregate Principal Balance by the Aggregate Principal Balance of Collateral Obligations (with an S&P Rating of "CCC-" or higher) from all the obligors in the portfolio, then squaring the result for each obligor, then taking the reciprocal of the sum of these squares.
- "S&P Regional Diversity Measure" means a measure calculated by determining the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) within each S&P region set forth in Table 2 below, then dividing each of these amounts by the Aggregate Principal Balance of the Collateral Obligations (with an S&P Rating of "CCC-" or higher) from all S&P regions in the portfolio, squaring the result for each region, then taking the reciprocal of the sum of these squares.
- "S&P Weighted Average Life" means, on any date of determination, a number calculated by determining the number of years between the current date and the maturity date of each Collateral Obligation (with an S&P Rating of "CCC-" or higher), multiplying each Collateral Obligation's Principal Balance by its number of years, summing the results of all Collateral Obligations in the portfolio, and dividing such amount by the Aggregate Principal Balance of all Collateral Obligations (with an S&P Rating of "CCC-" or higher).

Table 1

	Rating									
Tenor	AAA	AA +	AA	AA-	A +	A	A-	BBB+	BBB	BBB-
0	0	0	0	0	0	0	0	0	0	0
1	0.003249	0.008324	0.017659	0.049443	0.100435	0.198336	0.305284	0.40366	0.461619	0.524294
2	0.015699	0.036996	0.073622	0.139938	0.257400	0.452472	0.667329	0.89288	1.091719	1.445989
3	0.041484	0.091325	0.172278	0.276841	0.474538	0.770505	1.100045	1.48417	1.895696	2.702054
4	0.084784	0.176281	0.317753	0.464897	0.755269	1.158808	1.613532	2.18603	2.867799	4.229668
5	0.149746	0.296441	0.513749	0.708173	1.102407	1.621846	2.213969	3.00039	3.994693	5.969443
6	0.240402	0.455938	0.763415	1.009969	1.517930	2.162163	2.903924	3.92415	5.258484	7.867654
7	0.360599	0.658408	1.069266	1.372767	2.002861	2.780489	3.682872	4.95054	6.639097	9.877442
8	0.513925	0.906953	1.433135	1.798206	2.557255	3.475934	4.547804	6.07042	8.116014	11.959164
9	0.703660	1.204112	1.856168	2.287090	3.180245	4.246223	5.493831	7.27322	9.669463	14.080160
10	0.932722	1.551859	2.338835	2.839430	3.870134	5.087962	6.514747	8.54780	11.281152	16.214169
11	1.203636	1.951593	2.880967	3.454496	4.624506	5.996889	7.603506	9.88297	12.934676	18.340556
12	1.518511	2.404163	3.481806	4.130896	5.440351	6.968119	8.752625	11.267955	14.615674	20.443492
13	1.879017	2.909885	4.140061	4.866660	6.314188	7.996356	9.954495	12.692626	16.311827	22.511146
14	2.286393	3.468577	4.853976	5.659322	7.242183	9.076083	11.201627	14.147698	18.012750	24.534955
15	2.741441	4.079595	5.621395	6.506018	8.220258	10.201710	12.486816	15.624793	19.709826	26.508977
16	3.244545	4.741882	6.439830	7.403564	9.244188	11.367700	13.803266	17.116461	21.396011	28.429339
17	3.795687	5.454010	7.306523	8.348542	10.309683	12.568668	15.144662	18.616162	23.065636	30.293780
18	4.394473	6.214227	8.218512	9.337373	11.412464	13.799448	16.505206	20.118217	24.714212	32.101269
19	5.040161	7.020506	9.172684	10.366381	12.548315	15.055145	17.879633	21.617740	26.338248	33.851709
20	5.731690	7.870595	10.165829	11.431855	13.713133	16.331168	19.263208	23.110574	27.935091	35.545692
21	6.467720	8.762054	11.194685	12.530097	14.902967	17.623250	20.651699	24.593206	29.502784	37.184306
22	7.246658	9.692304	12.255978	13.657463	16.114039	18.927451	22.041357	26.062700	31.039941	38.768990
23	8.066698	10.658664	13.346459	14.810401	17.342769	20.240163	23.428880	27.516624	32.545643	40.301420
24	8.925853	11.658386	14.462930	15.985473	18.585784	21.558096	24.811375	28.952986	34.019346	41.783417
25	9.821992	12.688687	15.602275	17.179384	19.839925	22.878270	26.186325	30.370173	35.460813	43.216885
26	10.752863	13.746781	16.761474	18.388990	21.102252	24.197998	27.551553	31.766900	36.870044	44.603759
27	11.716131	14.829898	17.937621	19.611314	22.370042	25.514868	28.905184	33.142161	38.247233	45.945970
28	12.709401	15.935312	19.127936	20.843553	23.640779	26.826725	30.245615	34.495190	39.592717	47.245417
29	13.730244	17.060358	20.329775	22.083077	24.912158	28.131652	31.571487	35.825422	40.906950	48.503948
30	14.776220	18.202443	21.540635	23.327436	26.182066	29.427952	32.881653	37.132462	42.190470	49.723352

		Rating							
Tenor	BB+	BB	BB-	B +	В	В-	CCC+	ccc	CCC-
0	0	0	0	0	0	0	0	0	0
1	1.051627	2.109451	2.600238	3.221175	7.848052	10.882127	15.688600	20.494984	25.301275
2	2.499656	4.644348	5.872070	7.597534	14.781994	20.010198	28.039819	34.622676	40.104827
3	4.296729	7.475880	9.536299	12.379110	20.934989	27.616832	37.429809	44.486183	49.823181
4	6.375706	10.488373	13.369967	17.163869	26.396576	33.956728	44.585491	51.602827	56.644894
5	8.664544	13.586821	17.214556	21.748448	31.246336	39.272130	50.135335	56.922985	61.661407

		Rating							
Tenor	BB+	ВВ	BB-	B +	В	В-	CCC+	ccc	CCC-
6	11.095356	16.697807	20.966483	26.041061	35.559617	43.770645	54.540771	61.035699	65.491579
7	13.609032	19.767400	24.563596	30.011114	39.406428	47.620000	58.122986	64.312999	68.512300
8	16.156890	22.757944	27.972842	33.660308	42.849805	50.951513	61.102369	66.995611	70.963159
9	18.700581	25.644678	31.180555	37.006268	45.945037	53.866495	63.630626	69.243071	73.001159
10	21.211084	28.412675	34.185384	40.073439	48.739741	56.442784	65.813448	71.163565	74.731801
11	23.667314	31.054264	36.993388	42.888153	51.274446	58.740339	67.725700	72.832114	76.227640
12	26.054666	33.566968	39.614764	45.476090	53.583431	60.805678	69.421440	74.301912	77.539705
13	28.363660	35.951906	42.061729	47.861084	55.695612	62.675243	70.940493	75.611515	78.704697
14	30.588762	38.212600	44.347194	50.064659	57.635391	64.377918	72.312813	76.789485	79.749592
15	32.727407	40.354091	46.483968	52.105958	59.423407	65.936872	73.561381	77.857439	80.694661
16	34.779204	42.382307	48.484306	54.001869	61.077177	67.370926	74.704179	78.832075	81.555449
17	36.745314	44.303617	50.359673	55.767228	62.611640	68.695550	75.755528	79.726540	82.344119
18	38.627975	46.124519	52.120647	57.415059	64.039598	69.923606	76.727026	80.551376	83.070367
19	40.430133	47.851440	53.776900	58.956797	65.372082	71.065901	77.628212	81.315171	83.742047
20	42.155172	49.490597	55.337225	60.402500	66.618643	72.131608	78.467035	82.025027	84.365628
21	43.806716	51.047918	56.809591	61.761037	67.787598	73.128577	79.250199	82.686894	84.946502
22	45.388482	52.528995	58.201208	63.040250	68.886224	74.063579	79.983418	83.305814	85.489225
23	46.904180	53.939064	59.518589	64.247092	69.920916	74.942503	80.671609	83.886103	85.997683
24	48.357444	55.282998	60.767623	65.387746	70.897320	75.770492	81.319036	84.431487	86.475223
25	49.751780	56.565320	61.953636	66.467726	71.820441	76.552075	81.929422	84.945209	86.924750
26	51.090543	57.790210	63.081447	67.491964	72.694731	77.291249	82.506039	85.430110	87.348805
27	52.376916	58.961526	64.155419	68.464885	73.524165	77.991566	83.051779	85.888693	87.749621
28	53.613901	60.082826	65.179512	69.390464	74.312302	78.656191	83.569207	86.323175	88.129173
29	54.804319	61.157385	66.157321	70.272285	75.062339	79.287952	84.060611	86.735528	88.489217
30	55.950815	62.188218	67.092112	71.113583	75.777155	79.889391	84.528038	87.127511	88.831318

Table 2

17	Africa: Eastern	253	Djibouti
17	Africa: Eastern	291	Eritrea
17	Africa: Eastern	251	Ethiopia
17	Africa: Eastern	254	Kenya
17	Africa: Eastern	252	Somalia
17	Africa: Eastern	249	Sudan
12	Africa: Southern	247	Ascension
12	Africa: Southern	267	Botswana
12	Africa: Southern	266	Lesotho
12	Africa: Southern	230	Mauritius
12	Africa: Southern	264	Namibia
12	Africa: Southern	248	Seychelles
12	Africa: Southern	27	South Africa
12	Africa: Southern	290	St. Helena
12	Africa: Southern	268	Swaziland

13	Africa: Sub-Saharan	244	Angola
13	Africa: Sub-Saharan	226	Burkina Faso
13	Africa: Sub-Saharan	257	Burundi
13	Africa: Sub-Saharan	225	Cote d'Ivoire
13	Africa: Sub-Saharan	240	Equatorial Guinea
13	Africa: Sub-Saharan	241	Gabonese Republic
13	Africa: Sub-Saharan	220	Gambia
13	Africa: Sub-Saharan	233	Ghana
13	Africa: Sub-Saharan	224	Guinea
13	Africa: Sub-Saharan	245	Guinea-Bissau
13	Africa: Sub-Saharan	231	Liberia
13	Africa: Sub-Saharan	261	Madagascar
13	Africa: Sub-Saharan	265	Malawi
13	Africa: Sub-Saharan	223	Mali
13	Africa: Sub-Saharan	222	Mauritania
13	Africa: Sub-Saharan	258	Mozambique
13	Africa: Sub-Saharan	227	Niger
13	Africa: Sub-Saharan	234	Nigeria
13	Africa: Sub-Saharan	250	Rwanda
13	Africa: Sub-Saharan	239	Sao Tome & Principe
13	Africa: Sub-Saharan	221	Senegal
13	Africa: Sub-Saharan	232	Sierra Leone
13	Africa: Sub-Saharan	255	Tanzania/Zanzibar
13	Africa: Sub-Saharan	228	Togo
13	Africa: Sub-Saharan	256	Uganda
13	Africa: Sub-Saharan	260	Zambia
13	Africa: Sub-Saharan	263	Zimbabwe
13	Africa: Sub-Saharan	229	Benin
13	Africa: Sub-Saharan	237	Cameroon
13	Africa: Sub-Saharan	238	Cape Verde Islands
13	Africa: Sub-Saharan	236	Central African Republic
13	Africa: Sub-Saharan	235	Chad
13	Africa: Sub-Saharan	269	Comoros
13	Africa: Sub-Saharan	242	Congo-Brazzaville
13	Africa: Sub-Saharan	243	Congo-Kinshasa
3	Americas: Andean	591	Bolivia
3	Americas: Andean	57	Colombia
3	Americas: Andean	593	Ecuador
3	Americas: Andean	51	Peru
3	Americas: Andean	58	Venezuela
4	Americas: Mercosur and Southern Cone	54	Argentina
4	Americas: Mercosur and Southern Cone	55	Brazil
4	Americas: Mercosur and Southern Cone	56	Chile
4	Americas: Mercosur and Southern Cone	595	Paraguay
4	Americas: Mercosur and Southern Cone	598	Uruguay

1	Americas: Mexico	52	Mexico
2	Americas: Other Central and Caribbean	1264	Anguilla
2	Americas: Other Central and Caribbean	1268	Antigua
2	Americas: Other Central and Caribbean	1242	Bahamas
2	Americas: Other Central and Caribbean	246	Barbados
2	Americas: Other Central and Caribbean	501	Belize
2	Americas: Other Central and Caribbean	441	Bermuda
2	Americas: Other Central and Caribbean	284	British Virgin Islands
2	Americas: Other Central and Caribbean	345	Cayman Islands
2	Americas: Other Central and Caribbean	506	Costa Rica
2	Americas: Other Central and Caribbean	809	Dominican Republic
2	Americas: Other Central and Caribbean	503	El Salvador
2	Americas: Other Central and Caribbean	473	Grenada
2	Americas: Other Central and Caribbean	590	Guadeloupe
2	Americas: Other Central and Caribbean	502	Guatemala
2	Americas: Other Central and Caribbean	504	Honduras
2	Americas: Other Central and Caribbean	876	Jamaica
2	Americas: Other Central and Caribbean	596	Martinique
2	Americas: Other Central and Caribbean	505	Nicaragua
2	Americas: Other Central and Caribbean	507	Panama
2	Americas: Other Central and Caribbean	869	St. Kitts/Nevis
2	Americas: Other Central and Caribbean	758	St. Lucia
2	Americas: Other Central and Caribbean	784	St. Vincent & Grenadines
2	Americas: Other Central and Caribbean	597	Suriname
2	Americas: Other Central and Caribbean	868	Trinidad& Tobago
2	Americas: Other Central and Caribbean	649	Turks & Caicos
2	Americas: Other Central and Caribbean	297	Aruba
2	Americas: Other Central and Caribbean	53	Cuba
2	Americas: Other Central and Caribbean	599	Curacao
2	Americas: Other Central and Caribbean	767	Dominica
2	Americas: Other Central and Caribbean	594	French Guiana
2	Americas: Other Central and Caribbean	592	Guyana
2	Americas: Other Central and Caribbean	509	Haiti
2	Americas: Other Central and Caribbean	664	Montserrat
101	Americas: U.S. and Canada	2	Canada
101	Americas: U.S. and Canada	1	USA
7	Asia: China, Hong Kong, Taiwan	86	China
7	Asia: China, Hong Kong, Taiwan	852	Hong Kong
7	Asia: China, Hong Kong, Taiwan	886	Taiwan
5	Asia: India, Pakistan and Afghanistan	93	Afghanistan
5	Asia: India, Pakistan and Afghanistan	91	India
5	Asia: India, Pakistan and Afghanistan	92	Pakistan
6	Asia: Other South	880	Bangladesh
6	Asia: Other South	975	Bhutan
6	Asia: Other South	960	Maldives

6	Asia: Other South	977	Nepal
6	Asia: Other South	94	Sri Lanka
8	Asia: Southeast, Korea and Japan	673	Brunei
8	Asia: Southeast, Korea and Japan	855	Cambodia
8	Asia: Southeast, Korea and Japan	62	Indonesia
8	Asia: Southeast, Korea and Japan	81	Japan
8	Asia: Southeast, Korea and Japan	856	Laos
8	Asia: Southeast, Korea and Japan	60	Malaysia
8	Asia: Southeast, Korea and Japan	95	Myanmar
8	Asia: Southeast, Korea and Japan	850	North Korea
8	Asia: Southeast, Korea and Japan	63	Philippines
8	Asia: Southeast, Korea and Japan	65	Singapore
8	Asia: Southeast, Korea and Japan	82	South Korea
8	Asia: Southeast, Korea and Japan	66	Thailand
8	Asia: Southeast, Korea and Japan	84	Vietnam
8	Asia: Southeast, Korea and Japan	670	East Timor
105	Asia-Pacific: Australia and New Zealand	61	Australia
105	Asia-Pacific: Australia and New Zealand	682	Cook Islands
105	Asia-Pacific: Australia and New Zealand	64	New Zealand
9	Asia-Pacific: Islands	679	Fiji
9	Asia-Pacific: Islands	689	French Polynesia
9	Asia-Pacific: Islands	686	Kiribati
9	Asia-Pacific: Islands	691	Micronesia
9	Asia-Pacific: Islands	674	Nauru
9	Asia-Pacific: Islands	687	New Caledonia
9	Asia-Pacific: Islands	680	Palau
9	Asia-Pacific: Islands	675	Papua New Guinea
9	Asia-Pacific: Islands	685	Samoa
9	Asia-Pacific: Islands	677	Solomon Islands
9	Asia-Pacific: Islands	676	Tonga
9	Asia-Pacific: Islands	688	Tuvalu
9	Asia-Pacific: Islands	678	Vanuatu
15	Europe: Central	420	Czech Republic
15	Europe: Central	372	Estonia
15	Europe: Central	36	Hungary
15	Europe: Central	371	Latvia
15	Europe: Central	370	Lithuania
15	Europe: Central	48	Poland
15	Europe: Central	421	Slovak Republic
16	Europe: Eastern	355	Albania
16	Europe: Eastern	387	Bosnia and Herzegovina
16	Europe: Eastern	359	Bulgaria
16	Europe: Eastern	385	Croatia
16	Europe: Eastern	383	Kosovo
16	Europe: Eastern	389	Macedonia

16	Europe: Eastern	382	Montenegro
16	Europe: Eastern	40	Romania
16	Europe. Eastern	381	Serbia
16	Europe: Eastern	90	Turkey
14	Europe: Russia & CIS	374	Armenia
14	Europe: Russia & CIS Europe: Russia & CIS	994	Azerbaijan
14	Europe: Russia & CIS Europe: Russia & CIS	375	Belarus
14	Europe: Russia & CIS Europe: Russia & CIS	995	Georgia
	-	8	Kazakhstan
14	Europe: Russia & CIS Europe: Russia & CIS	996	Kyrgyzstan
14	Europe: Russia & CIS Europe: Russia & CIS	373	Moldova
14			
14	Europe: Russia & CIS	976	Mongolia
14	Europe: Russia & CIS	7	Russia
14	Europe: Russia & CIS	992	Tajikistan
14	Europe: Russia & CIS	993	Turkmenistan
14	Europe: Russia & CIS	380	Ukraine
14	Europe: Russia & CIS	998	Uzbekistan
102	Europe: Western	376	Andorra
102	Europe: Western	43	Austria
102	Europe: Western	32	Belgium
102	Europe: Western	357	Cyprus
102	Europe: Western	45	Denmark
102	Europe: Western	358	Finland
102	Europe: Western	33	France
102	Europe: Western	49	Germany
102	Europe: Western	30	Greece
102	Europe: Western	354	Iceland
102	Europe: Western	353	Ireland
102	Europe: Western	101	Isle of Man
102	Europe: Western	39	Italy
102	Europe: Western	102	Liechtenstein
102	Europe: Western	352	Luxembourg
102	Europe: Western	356	Malta
102	Europe: Western	377	Monaco
102	Europe: Western	31	Netherlands
102	Europe: Western	47	Norway
102	Europe: Western	351	Portugal
102	Europe: Western	386	Slovenia
102	Europe: Western	34	Spain
102	Europe: Western	46	Sweden
102	Europe: Western	41	Switzerland
102	Europe: Western	44	United Kingdom
10	Middle East: Gulf States	973	Bahrain
10	Middle East: Gulf States	98	Iran
10	Middle East: Gulf States	964	Iraq
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10	Middle East: Gulf States	965	Kuwait
10	Middle East: Gulf States	968	Oman
10	Middle East: Gulf States	974	Qatar
10	Middle East: Gulf States	966	Saudi Arabia
10	Middle East: Gulf States	971	United Arab Emirates
10	Middle East: Gulf States	967	Yemen
11	Middle East: MENA	213	Algeria
11	Middle East: MENA	20	Egypt
11	Middle East: MENA	972	Israel
11	Middle East MENA	962	Jordan
11	Middle East: MENA	961	Lebanon
11	Middle East: MENA	212	Morocco
11	Middle East: MENA	970	Palestinian Settlements
11	Middle East: MENA	963	Syrian Arab Republic
11	Middle East: MENA	216	Tunisia
11	Middle East: MENA	1212	Western Sahara
11	Middle East: MENA	218	Libya
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