SUPPLEMENTAL INDENTURE NO. 2

SUPPLEMENTAL INDENTURE No. 2, dated as of September 9, 2015 (this "Supplemental Indenture"), to the Indenture dated as of November 20, 2012, as amended, supplemented or otherwise modified from time to time (the "Indenture"), among SHACKLETON II CLO, LTD., an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Issuer"); SHACKLETON II CLO, CORP., a corporation incorporated under the laws of the State of Delaware (the "Co-Issuer" and, together with the Issuer, the "Co-Issuers"); and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as the trustee (in such capacity, the "Trustee"). Capitalized terms used herein, but not otherwise defined herein, shall have the respective meanings set forth in the Indenture.

WITNESSETH:

WHEREAS, Section 8.l(xiv) of the Indenture provides that the Co-Issuers and the Trustee may enter into a supplemental indenture to conform to ratings criteria and other guidelines (including without limitation, any alternative methodology published by either of the Rating Agencies or any use of the Rating Agencies' credit models or guidelines for ratings determination) relating to tax subsidiaries and collateral debt obligations in general published or otherwise communicated by the applicable Rating Agency;

WHEREAS, Section 8.2 of the Indenture provides that, other than certain amendments or waivers concerning the issues listed in Section 8.2(a) of the Indenture, the Co-Issuers and the Trustee may amend or supplement the Indenture with the written consent of a Majority of each Class or Sub-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.

WHEREAS, as required by Section 8.2(b) of the Indenture, the Trustee has delivered a copy of this Supplemental Indenture to the Collateral Manager, the Collateral Administrator, the Noteholders and each Rating Agency not later than 15 Business Days prior to the date hereof;

WHEREAS, this Supplemental Indenture has been duly authorized by all necessary corporate or other action, as applicable, on the part of each of the Co-Issuers and the Co-Issuers have obtained the Requisite Consents to the amendments set forth herein;

WHEREAS, the Trustee has received an Opinion of Counsel stating that the execution of this Supplemental Indenture is authorized or permitted by the Indenture and that all conditions precedent thereto have been satisfied;

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

1. Amendments to Section 1.1.

   (a) The following new definitions shall be inserted in Section 1.1 of the Indenture in the appropriate alphabetical order:

"First-Lien Last-Out Security": A First-Lien Last-Out Obligation that is, or would be, a Senior Secured Bond or Senior Secured Note but for the subordination specified in the definition of First-Lien Last-Out Obligation.

"Permitted Securities Condition": A condition that shall be satisfied with respect to any given category of investments or transactions of the Issuer if:

(a) the Issuer and the Collateral Manager have received advice of counsel of national reputation experienced in such matters and in collateralized loan obligation transactions, which advice 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 Collateral Manager to the Trustee (on which the Trustee may conclusively rely) with a copy to the Collateral Administrator that the advice specified in this definition has been received by the Issuer and the Collateral Manager) that (i) assuming the Issuer is a "covered fund," none of the Secured Notes shall be considered an "ownership interest" therein (in each case, as such terms are defined for purposes of the Volcker Rule), (ii) the Issuer will not be considered a "covered fund" (as defined in clause (a)(i) above) or (iii) ownership of the Secured Notes by a "banking entity" (under the Volcker Rule regulations (Section __.2(c))) will otherwise be exempt from the prohibition on retaining ownership interests in covered funds under the Volcker Rule.

(b) any amendments or supplements to the Indenture that are necessary for the Issuer to receive the advice described in clause (a) above shall have become effective in accordance with the terms thereof;

(c) a Supermajority Section 13 Banking Entity Noteholders (voting as a single class) shall consent in writing to the application of the Permitted Securities Condition to such category of investments or transactions; and

(d) the Collateral Manager consents to the application of the Permitted Securities Condition to such category of investments or transactions.

For all purposes of this Indenture, the Permitted Securities Condition shall be deemed to be satisfied with respect to any given category of investments or transactions upon (and continuously following) receipt by the Trustee and the Collateral Administrator of an Officer's certificate of the Collateral Manager to the effect that each of the requirements of the Permitted Securities Condition as specified in this Indenture has been complied with.

"Section 13 Banking Entity": An entity that, as of the relevant record date, (i) is defined as a "banking entity" under the Volcker Rule regulations (Section __.2(c)), (ii) provides written certification to the Issuer and the Trustee that it is an entity of the type described in clause (i) as of such record date, and (iii) certifies in writing each Class of Notes held or beneficially owned by such entity (and identifies the name of the Holder on the Note Register) as of such record date and the Aggregate Outstanding Amount thereof (on which certification the Issuer, the Collateral Manager and the Trustee may rely).

"Supermajority Section 13 Banking Entity Noteholders": The Holders or beneficial owners of more than 66-2/3% of the Aggregate Outstanding Amount of the Notes held by Section 13 Banking Entities (treated as a single Class) as of the date that is (i) in connection with any amendment or supplement to this Indenture that requires the consent of the Supermajority Section 13 Banking Entity Noteholders, the record date established by the Issuer for all Noteholders whose consent is required for such amendment or supplement, and (ii) in connection with the consent referred to in clause (c) of the definition of Permitted Securities Condition, the record date designated by the Issuer in its request for such consent; provided, however, that for purposes of consenting to any amendment or supplement, or providing the consent referred to in clause (c) of the definition of Permitted Securities Condition, only those holders that deliver a written certification to the Trustee referred to in clauses (ii) and (iii) of the definition of Section 13 Banking Entity will be deemed to be or treated as Section 13 Banking Entity Noteholders.

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

(b) Clause (iv) of the definition of "Concentration Limitations" in Section 1.1 of the Indenture shall be amended and restated in its entirety to read as follows:

"(iv) no more than 10% of the Collateral Principal Amount consists of Senior Unsecured Loans, Bonds, Second Lien Loans and First-Lien Last-Out Obligations; provided that, notwithstanding the foregoing, unless the Permitted Securities Condition has been satisfied with respect to such investments, no portion of the Collateral Principal Amount may consist of Senior Secured Notes, Bonds or First-Lien Last-Out Securities;"

(c) Clause (x) of the definition of "Concentration Limitations" in Section 1.1 of the Indenture shall be amended and restated in its entirety to read as follows:

"(x) (A) no more than 2% of the Collateral Principal Amount consists of Letters of Credit that are not Prepaid Letters of Credit and (B) no more than 5% of the Collateral Principal Amount consists of Prepaid Letters of Credit; provided that, notwithstanding the foregoing, unless the Permitted Securities Condition has been satisfied with respect to such investments, no portion of the Collateral Principal Amount may consist of Prepaid Letters of Credit;"

(d) The definition of each of the following terms in Section 1.1 of the Indenture shall be amended and restated in its entirety to read as follows:

"Eligible Investments": (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; provided that, such agency or instrumentality has (1) a long-term senior unsecured debt rating of at least "AA-", and not "AA-" on watch for downgrade, by S&P and, (2) solely to the extent it has a short-term senior unsecured debt rating, a short-term senior unsecured debt rating of at least "A-1", and not "A-1" on watch for downgrade, by S&P;

(ii) demand and time deposits in, certificates of deposit of, trust accounts with, bankers' acceptances issued by, or federal funds sold by any depository institution or trust company incorporated under the laws of the United States of America (including the Bank) or 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 (or, in the case of the principal depository institution in a holding company system, the commercial paper or debt obligations of such holding 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) registered money market funds domiciled outside of the United States which funds have, at all times, credit ratings of "Aaa-mf" by Moody's and "AAAm" or "AAAm-G" by S&P, respectively;

provided, however, that:

(I) Eligible Investments purchased with funds in the Collection Account shall be held until maturity except as otherwise specifically provided herein and shall include 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);

(II) none of the foregoing obligations or securities shall constitute Eligible Investments if (a) such obligation or security has a rating with a qualifying suffix assigned by S&P, except for (x) ratings with regulatory indicators, including, but not limited to, "(sf)" or "(u)" or (y) the identifying suffix "m", (b) all, or substantially all, of the remaining amounts payable thereunder consist of interest and not principal payments, (c) such obligation or security is subject to withholding tax (other than any withholding tax imposed pursuant to Sections 1471, 1472, 1473 or 1474 of the Code, or any regulations or authoritative guidance promulgated thereunder or agreement entered into with a taxing authority in respect thereof) 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) shall equal the full amount that the Issuer would have

received had no such taxes been imposed, (d) such obligation or security is secured by real property, (e) such obligation or security is purchased at a price greater than 100% of the principal or face amount thereof or (f) in the Collateral Manager's sole judgment, such obligation or security is subject to material non-credit related risks;

(III) none of the foregoing obligations or securities shall constitute Eligible Investments unless the obligation or security either (A) is treated as indebtedness for U.S. federal income tax purposes and is not a United States real property interest for U.S. federal income tax purposes, (B) is not treated as indebtedness for U.S. federal income tax purposes and is issued by an entity that is treated for U.S. federal income tax purposes as (x) a corporation the equity interests in which are not "United States real property interests" for U.S. federal income tax purposes, it being understood that stock shall not be treated as a United States real property interest if the class of such stock is regularly traded on an established securities market and the Issuer holds no more than 5% of such class at any time, all within the meaning of Section 897(c)(3) of the Code, (y) a partnership or disregarded entity for U.S. federal income tax purposes that is not engaged in a U.S. trade or business for U.S. federal income tax purposes and does not own any "United States real property interests" within the meaning of Section 897(c)(1) of the Code, or (z) a grantor trust all of the assets of which are treated as debt instruments that are in registered form for U.S. federal income tax purposes, or (C) based upon an opinion or advice from DLA Piper LLP (US) or K&L Gates LLP, or an opinion of other nationally recognized U.S. tax counsel experienced in such matters, the acquisition, ownership or disposition of such obligation or security will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes or otherwise subject to U.S. federal income tax on a net income tax basis;

(IV) unless the Permitted Securities Condition has been satisfied with respect to such investments, Eligible Investments shall exclude any investments not treated as "cash equivalents" for purposes of Section __.10(c)(8)(iii)(A) of the regulations implementing the Volcker Rule in accordance with any applicable interpretive guidance thereunder, as determined by the Issuer (or the Collateral Manager on its behalf);

(V) the Trustee shall have no obligation to determine if an investment is an "Eligible Investment"; and

(VI) 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.

"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.

(e) The following new definition shall be inserted in Section 1.1 of the Indenture in the appropriate alphabetical order:

"Highest Priority S&P Class": The Class of Secured Notes that constitutes the Controlling Class (if any).

(f) The definition of each of the following terms in Section 1.1 of the Indenture shall be amended and restated in its entirety to read as follows:

"Class Break-even Default Rate": The maximum percentage of defaults, at any time, that the Current Portfolio or the Proposed Portfolio, as applicable, could sustain through application of the applicable S&P CDO Monitor chosen by the Collateral Manager in accordance with Section 7.17(f) that is applicable to the portfolio

of Collateral Obligations, which, after giving effect to S&P's assumptions on recoveries, defaults and timing and to the Priority of Payments, would result in sufficient funds remaining for the payment of the Highest Priority S&P Class in full. After the end of the Ramp-Up Period following S&P's reaffirmation of its Initial Ratings of the Secured Notes, and from time to time thereafter, S&P shall provide the Collateral Manager with the S&P CDO Monitor as well as input files in connection therewith, in each case, pursuant to the definition of "S&P CDO Monitor."

"Class Default Differential": At any time, the rate calculated by subtracting the Class Scenario Default Rate for the Highest Priority S&P Class at such time from the Class Break-Even Default Rate for the Highest Priority S&P Class at such time.

"Class Scenario Default Rate": 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 the Highest Priority S&P Class, determined by application by the Collateral Manager and the Collateral Administrator of the S&P CDO Monitor at such time.

"S&P Minimum Weighted Average Recovery Rate Test": The test that shall 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 S&P Weighted Average Recovery Rate selected by the Collateral Manager for the Highest Priority S&P Class (with notice to the Collateral Administrator) in connection with the S&P CDO Monitor Test.

(g) The definition of "S&P CDO Monitor Test" shall be amended by replacing each reference to the words "each Class Default Differential" and "the corresponding Class Default Differential" with the words "the Class Default Differential."

(h) Clause (viii) of Section 8.1 of the Indenture shall be amended and restated in its entirety to read as follows:

"(viii) (A) with the prior written consent of a Majority of the Controlling Class, at any time within the Reinvestment Period, to make such changes as are necessary to permit the Applicable Issuers to issue Additional Notes of any one or more existing Classes; provided that any such additional issuance of Notes shall be issued in accordance with Section 2.4, or (B) with the prior written consent of a Majority of the Controlling Class (which consent shall not be required if the Controlling Class is the Class A Notes), at any time within the Reinvestment Period, to make such changes as are necessary to permit the Applicable Issuers to issue replacement

securities in connection with a Refinancing in accordance with Section 9.2;"

(i) The following sentence shall be added at the end of Section 8.2(a) of the Indenture:

"Notwithstanding anything herein to the contrary and in addition to any other requirements of this Section 8.2, no modification or amendment to the provisions of the Indenture that were modified or amended by subsections (a), (b), (c), (d), (h), (i), (j) or (k) of Section 1 of the Supplemental Indenture No. 2, dated as of September 9, 2015, to this Indenture will be effective unless a Supermajority Section 13 Banking Entity Noteholders (voting as a single class) shall consent in writing thereto."

(j) The following sentence shall be added at the end of Section 8.3 of the Indenture:

"The Issuer may enter into Hedge Agreements from time to time on and after the Closing Date; provided that, (i) the Issuer (or the Collateral Manager on behalf of the Issuer) shall not enter into, amend or terminate any Hedge Agreement unless the Global Rating Agency Condition has been satisfied with respect to such course of action, (ii) the Issuer (or the Collateral Manager on behalf of the Issuer) shall not enter into any Synthetic Security, Hedge Agreement or other hedge, swap or derivative transaction unless the Permitted Securities Condition has been satisfied with respect to such transaction, and (iii) the Issuer obtains a certification from the Collateral Manager that (x) the written terms of the derivative directly relate to the Collateral Obligations and the Notes and (y) such derivative reduces the interest rate risks and/or foreign exchange risks related to the Collateral Obligations and the Notes. The Issuer shall promptly provide notice of entry into any Hedge Agreement to the Trustee. The Issuer shall provide a copy of each Hedge Agreement to each Rating Agency."

(k) Section 10.6(a) of the Indenture shall be amended by inserting the following as a new clause (xxx) immediately following clause (xix) thereof:

"(xxx) An indication as to whether the Permitted Securities Condition has been satisfied with respect to any category of investments or transactions."

(l) Schedule 5 to the Indenture shall be amended by replacing the first table under Section 1 thereof with the following:

Asset Specific Recovery Rates	**Range from published reports (*)**	**Initial Liability Rating**

		"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B" and below**
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%
		Recovery rate					

(*) 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.

2. Governing Law.

THIS SUPPLEMENTAL INDENTURE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICT OF LAWS PRINCIPLES THEREOF.

3. Execution in Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. 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.

4. Execution, Delivery and Validity. The Co-Issuers represent and warrant 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 Co-Issuers in accordance with its terms.

5. Direction by Co-Issuers; Acceptance by Trustee. The Co-Issuers hereby direct the Trustee to enter into this Supplemental Indenture and the Trustee hereby accepts the amendments to the Indenture as set forth in this Supplemental Indenture. The recitals contained in this Supplemental Indenture shall be taken as the statements of the Co-Issuers, and the Trustee

assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Supplemental Indenture (except as may be made with respect to the validity of the Trustee's obligations hereunder). In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct of, or affecting the liability of, or affording protection to the Trustee.

6. Effective Date.

This Supplemental Indenture shall be effective as of the date first written above.

7. Reference to Indenture. 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.

8. No Other Changes.

Except as amended hereby, the Indenture shall remain unchanged and 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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, we have set our hands as of the day and year first written above.

EXECUTED AS A DEED BY

SHACKLETON II CLO, LTD., as Issuer

By: _____
Name: Betsy Mortel
Title: Director

In the presence of:

_____
Witness:
Name: Lasma Purs
Title: Corporate Assistant

SHACKLETON II CLO, CORP., as Co-Issuer

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: _____
Name:
Title:

IN WITNESS WHEREOF, we have set our hands as of the day and year first written above.

EXECUTED AS A DEED BY

SHACKLETON II CLO, LTD., as Issuer

By:_____
Name:
Title:

In the presence of:

_____
Witness:
Name:
Title:

SHACKLETON II CLO, CORP., as Co-Issuer

By:_____
Name: Donald J. Puglisi
Title: Director

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By:_____
Name:
Title:

IN WITNESS WHEREOF, we have set our hands as of the day and year first written above.

EXECUTED AS A DEED BY

SHACKLETON II CLO, LTD., as Issuer

By:_____
Name:
Title:

In the presence of:

_____
Witness:
Name:
Title:

SHACKLETON II CLO, CORP., as Co-Issuer

By:_____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: Jon C. Warn
Name:
Title:

Jon C Warn
Vice President

CONSENTED AND AGREED:

ALCENTRA NY, LLC

By: _____
Name: Edward M. Victor
Title: Senior Vice President