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**DRYDEN 38 SENIOR LOAN FUND  
DRYDEN 38 SENIOR LOAN FUND LLC**

**NOTICE OF PROPOSED FIRST SUPPLEMENTAL INDENTURE**

Date of Notice: August 2, 2018

**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 on the attached Schedule B and to those Additional Parties listed on Schedule A hereto:

Reference is made to the Indenture, dated as of May 8, 2015 (the "Indenture"), among Dryden 38 Senior Loan Fund, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the "Issuer"), Dryden 38 Senior Loan Fund LLC, a Delaware limited liability company (the "Co-Issuer," and together with the Issuer, the "Co-Issuers"), and U.S. Bank, National Association, a national banking association, as trustee (in such capacity, the "Trustee"). All capitalized terms used herein are used with the meanings given to such terms in the Indenture.

On behalf of and at the expense of the Co-Issuers, the Trustee hereby provides this notice, pursuant to Sections 8.1(a) and 8.2(b) of the Indenture, of a proposed First Supplemental Indenture, to be entered into substantially in the form attached hereto as Exhibit A (referred to herein as the "First Supplemental Indenture"), to the Noteholders, the Collateral Manager and the Rating Agencies.

The Co-Issuers propose to enter into the First Supplemental Indenture in connection with the proposed redemption in whole of each Class of Secured Notes from Refinancing Proceeds (collectively, the "Replacement Notes" and such proposed redemption, the "Refinancing Redemption").

The Issuer intends to separately request consent to the amendments set forth in the proposed First Supplemental Indenture from the Holders of the Subordinated Notes. Accordingly, consent to the First Supplemental Indenture is not being solicited at this time.

**THE TRUSTEE MAKES NO STATEMENT AS TO THE RIGHTS OF THE HOLDERS IN RESPECT OF THE PROPOSED FIRST SUPPLEMENTAL INDENTURE, ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE CONTENTS OR SUFFICIENCY OF THE PROPOSED FIRST SUPPLEMENTAL INDENTURE, AND**

**MAKES NO REPRESENTATION, WARRANTY OR RECOMMENDATION OF ANY KIND WITH RESPECT TO THE PROPOSED FIRST SUPPLEMENTAL INDENTURE OR ITS CONTENTS. HOLDERS SHOULD CONSULT THEIR OWN LEGAL OR INVESTMENT ADVISORS CONCERNING THE PROPOSED FIRST SUPPLEMENTAL INDENTURE.**

This Notice is being sent to Holders of Notes by U.S. Bank National Association in its capacity as Trustee at the request of the Co-Issuers. Questions may be directed to the Trustee by contacting Dikran Terian at U.S. Bank National Association at (617) 603-6530 or [dikran.terian@usbank.com](mailto:dikran.terian@usbank.com) with any other questions.

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

**SCHEDULE A**  
Additional Parties

**Issuer:**

Dryden 38 Senior Loan Fund  
c/o MaplesFS Limited  
P.O. Box 1093  
Boundary Hall, Cricket Square  
Grand Cayman, KY1-1102  
Cayman Islands  
Attention: The Directors  
Facsimile: +1 (345) 947-7100  
Email: cayman@maplesfs.com

**Co-Issuer:**

Dryden 38 Senior Loan Fund LLC  
c/o Puglisi & Associates  
850 Library Avenue, Suite 204  
Newark, Delaware 19711  
Facsimile: (302) 738-7210  
Email: dpuglisi@puglisiassoc.com

**Collateral Manager:**

PGIM, Inc.  
655 Broad Street, 7th floor  
Newark, New Jersey 07102  
Facsimile: (973) 802-7025  
Attention: CLO Group, Managing Director

**Rating Agencies:**

Moody's Investors Service, Inc.  
7 World Trade Center  
250 Greenwich Street  
New York, New York 10007  
Attention: CBO/CLO Monitoring  
E-mail: cdomonitoring@moodys.com  
Facsimile: (212) 553-0355

Fitch Ratings, Inc.  
33 Whitehall Street  
New York, New York 10004  
Email: cdo.surveillance@fitchratings.com

**Irish Stock Exchange:**

Irish Stock Exchange Limited  
(trading as Euronext Dublin)  
Companies Announcements Office  
28 Anglesea Street  
Dublin 2, Ireland  
For posting through ISE Direct

## Schedule B

The Holders of the Notes\* described as:

Class of Notes	Rule 144A		Regulation S		
	CUSIP	ISIN	CUSIP	ISIN	Common Code
Class X Notes	26249QAA6	US26249QAA67	G28472AA9	USG28472AA91	122242684
Class A Notes	26249QAC2	US26249QAC24	G28472AB7	USG28472AB74	122282706
Class B Notes	26249QAG3	US26249QAG38	G28472AD3	USG28472AD31	122242692
Class C Notes	26249QAJ7	US26249QAJ76	G28472AE1	USG28472AE14	122242714
Class D-1 Notes	26249QAL2	US26249QAL23	G28472AF8	USG28472AF88	122242757
Class D-2 Notes	26249QAN8	US26249QAN88	G28472AG6	USG28472AG61	122242722
Class E Notes	26251EAA8	US26251EAA82	G2848EAA2	USG2848EAA22	122242765
Subordinated Fee Notes	26251EAE0	US26251EAE05	G2848EAC8	USG2848EAC87	122242749
Subordinated Notes	26251EAC4	US26251EAC49	G2848EAB0	USG2848EAB05	122242773

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\* No representation is made as to the correctness of the CUSIP, ISIN or Common Code numbers either as printed on the Notes or as contained in this notice. Such numbers are included solely for the convenience of the Holders.

**EXHIBIT A**

PROPOSED FIRST SUPPLEMENTAL INDENTURE

[SEE ATTACHED]

FIRST SUPPLEMENTAL INDENTURE

to the

INDENTURE  
dated as of May 8, 2015

by and among

DRYDEN 38 SENIOR LOAN FUND,  
as Issuer,

DRYDEN 38 SENIOR LOAN FUND LLC,  
as Co-Issuer,

and

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

This FIRST SUPPLEMENTAL INDENTURE (this “Supplemental Indenture”) dated as of [●], 2018 (the “Amendment Date”) to the Indenture, dated as of May 8, 2015 (as amended, modified or supplemented, the “Indenture”), is entered into by and among Dryden 38 Senior Loan Fund, an exempted company incorporated with limited liability under the laws of the Cayman Islands (the “Issuer”), Dryden 38 Senior Loan Fund LLC, a limited liability company organized 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, as trustee under the Indenture (together with its successors in such capacity, the “Trustee”). Capitalized terms used but not otherwise defined herein shall have the respective meanings set forth in the draft Indenture attached as Annex A hereto.

PRELIMINARY STATEMENT

WHEREAS, the Co-Issuers and the Collateral Manager wish to amend the Indenture pursuant to Sections 8.1(a)(vii), 8.1(a)(xv), 8.1(a)(xvii), 8.1(a)(xxiii) and 8.2(a) of the Indenture to effect the modifications set forth below;

WHEREAS, pursuant to Section 8.1(a)(xv) of the Indenture and subject to certain conditions set forth in the Indenture, the Co-Issuers and the Trustee may enter into one or more supplemental indentures to facilitate a Refinancing (in the manner provided in the Indenture) involving the issuance of additional notes in order to accommodate the issuance of such additional notes and to establish the terms thereof;

WHEREAS, pursuant to Section 8.2(a) of the Indenture and subject to certain conditions set forth in the Indenture, the Co-Issuers and the Trustee may execute one or more supplemental indentures for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, the Indenture or of modifying in any manner the rights of the Holders of

Notes under the Indenture with the consent of a Majority of each Class materially and adversely affected thereby, or, in certain circumstances, subject to the consent of each Holder of each Outstanding Note materially and adversely affected thereby;

WHEREAS, the Co-Issuers have determined that the consents of the Collateral Manager and the Holders of the Subordinated Notes are required to execute this Supplemental Indenture in accordance with Article VIII of the Indenture; and

WHEREAS, except as set forth in Section 9 below, the conditions set forth for entry into a supplemental indenture pursuant to Sections 8.1, 8.2 and 8.3 of the Indenture have been satisfied;

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

1. Amendments.<sup>1</sup> Effective as of the date hereof upon satisfaction of the conditions set forth in Section 3 below, the following amendments are made to the Indenture pursuant to Section 8.1 and Section 8.2 of the Indenture, as applicable:

(a) The Indenture is amended by deleting the stricken text (indicated in the same manner as the following example: ~~stricken text~~) and adding the inserted text (indicated in the same manner as the following example: inserted text) as set forth on the pages of the draft Indenture attached as Annex A hereto.

(b) The Schedules and Exhibits to the Indenture are amended as reasonably acceptable to the Co-Issuers, the Trustee and the Collateral Manager in order to make such Schedules and Exhibits consistent with the terms of the Offered Notes (as defined herein).

2. Payments on the Amendment Date. Notwithstanding anything in the Indenture to the contrary and in addition to the Priority of Payments to be made on the Amendment Date, the Issuer hereby directs the Trustee to apply to the payment of the Refinancing Expenses on the Amendment Date, from amounts on deposit in the Principal Collection Account, the amount identified in writing to the Trustee by the Issuer representing a portion of the excess of the Aggregate Collateral Balance over the Target Par Amount as of the Business Day prior to the Amendment Date.

3. Conditions Precedent. The modifications to be effected pursuant to Section 1 above shall become effective as of the date first written above upon receipt by the Trustee of each of the following:

(a) an Officer's certificate of each of the Co-Issuers evidencing the authorization of the execution and delivery of this Supplemental Indenture, the

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<sup>1</sup> The final version of this Supplemental Indenture will reflect any additional changes to the Indenture (including the Schedules and Exhibits thereto) as shall be agreed by the Co-Issuers, the Trustee and the Collateral Manager prior to its effective date, subject to the applicable consent requirements of Article VIII to the Indenture, but without giving regard to any prior notice requirement set forth in the Indenture.

Refinancing Purchase Agreement executed as of the Amendment Date and the execution, authentication and delivery of the Class A-1-R Notes, the Class A-2-R Notes, the Class B-R Notes, the Class C-R Notes, the Class D-R Notes and the Class E-R Notes (collectively, the “Offered Notes”) applied for by it and specifying the Stated Maturity, Aggregate Principal Amount and Applicable Periodic Rate of each Class of Offered Notes to be authenticated and delivered and the Stated Maturity and Aggregate Principal Amount of the Subordinated Notes to be authenticated and delivered;

(b) from each of the Co-Issuers either (A) a certificate of the Applicable Issuer or other official document evidencing the due authorization, approval or consent of any governmental body or bodies, at the time having jurisdiction in the premises, together with an Opinion of Counsel of such Applicable Issuer to the effect that no other authorization, approval or consent of any governmental body is required for the valid issuance of the Offered Notes, or (B) an Opinion of Counsel of the Applicable Issuer to the effect that no such authorization, approval or consent of any governmental body which has not been obtained or taken is required for the valid issuance of such Offered Notes;

(c) opinions of (i) Cadwalader, Wickersham & Taft LLP, special U.S. counsel to the Co-Issuers, (ii) Nixon Peabody LLP, counsel to the Trustee, and (iii) Maples and Calder, Cayman Islands counsel to the Issuer, in each case dated the Amendment Date, in form and substance satisfactory to the Issuer and the Trustee;

(d) an Officer’s Certificate of each of the Co-Issuers stating that the Applicable Issuer is not in default under the Indenture and that the issuance of the Offered Notes applied for by it shall not result in a default or a breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any indenture or other agreement or instrument to which it is a party or by which it is bound, or any order of any court or administrative agency entered in any Proceeding to which it is a party or by which it may be bound or to which it may be subject; that all conditions precedent provided in the Indenture relating to the authentication and delivery of the Offered Notes applied for by it have been complied with; and that all of its representations and warranties contained in the Indenture are true and correct as of the Amendment Date;

(e) an Officer’s Certificate of the Collateral Manager consenting to the issuance of the Offered Notes;

(f) a letter signed by each Rating Agency confirming that the Class A-1-R Notes are rated [“Aaa (sf)”] by Moody’s and [“AAA (sf)”] by Fitch, the Class A-2-R Notes are rated [“AAA (sf)”] by Fitch, the Class B-R Notes are rated at least [“Aa2 (sf)”] by Moody’s, the Class C-R Notes are rated at least [“A2 (sf)”] by Moody’s, the Class D-R Notes are rated at least [“Baa3 (sf)”] by Moody’s and the Class E-R Notes are rated at least [“Ba3 (sf)”] by Moody’s; and

(g) an Issuer Order by each of the Co-Issuers, as applicable, (A) directing the Trustee to authenticate the Offered Notes in the amounts and names set forth therein and



to apply the proceeds thereof to redeem the Class A Notes, the Class B Notes, the Class C Notes, the Class D-1 Notes, the Class D-2 Notes and the Class E Notes issued on the Closing Date at the applicable Redemption Prices therefor on the Amendment Date and (B) authorizing the deposit of the net proceeds of such issuance into the Principal Collection Account for use pursuant to the Indenture.

4. Consent of the Holders of the Offered Notes.

Each Holder or beneficial owner of an Offered Note, by its acquisition thereof on the Amendment Date, shall be deemed to agree to the terms of the Indenture including the amendments set forth in this Supplemental Indenture and the execution of the Co-Issuers and the Trustee hereof.

5. Governing Law.

THIS SUPPLEMENTAL INDENTURE AND EACH NOTE AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS SUPPLEMENTAL INDENTURE, THE RELATIONSHIP OF THE PARTIES, AND/OR THE INTERPRETATION AND ENFORCEMENT OF THE RIGHTS AND DUTIES OF THE PARTIES SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED IN ALL RESPECTS (WHETHER IN CONTRACT, TORT OR OTHERWISE) BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS.

6. Execution in Counterparts.

This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. Delivery of an executed counterpart of this Supplemental Indenture by electronic means (including email or telecopy) will be effective as delivery of a manually executed counterpart of this Supplemental Indenture.

7. Concerning the Trustee.

The recitals contained in this Supplemental Indenture shall be taken as the statements of the Co-Issuers, and the Trustee assumes no responsibility for their correctness. Except as provided in the Indenture, the Trustee shall not be responsible or accountable in any way whatsoever for or with respect to the validity, execution or sufficiency of this Supplemental Indenture and makes no representation with respect thereto. In entering into this Supplemental Indenture, the Trustee shall be entitled to the benefit of every provision of the Indenture relating to the conduct of or affecting the liability of or affording protection to the Trustee.

8. Non-Petition; Limited Recourse.

The parties hereto agree to the provisions set forth in Sections 2.7(k) and 5.4(c) of the Indenture, and such provisions are incorporated in this Supplemental Indenture, *mutatis mutandis*.

9. No Other Changes.

Except as provided herein, the Indenture shall remain unchanged and in full force and effect, and each reference to the Indenture and words of similar import in the Indenture, as amended hereby, shall be a reference to the Indenture as amended hereby and as the same may be further amended, supplemented and otherwise modified and in effect from time to time. This Supplemental Indenture may be used to create a conformed amended and restated Indenture for the convenience of administration by the parties hereto.

10. Effectiveness of the Supplemental Indenture.

This Supplemental Indenture shall become effective on the Amendment Date and subject to satisfaction of the conditions set forth in Section 3 above and the consent of the Holders of the Subordinated Notes and the Collateral Manager.

11. Execution, Delivery and Validity.

Each of the Co-Issuers represents and warrants to the Trustee that this Supplemental Indenture has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

12. Binding Effect.

This Supplemental Indenture shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

13. Direction to Trustee.

The Co-Issuers hereby direct the Trustee to execute this Supplemental Indenture and acknowledge and agree that the Trustee shall be entitled to rely upon the foregoing direction.

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed and delivered by their respective proper and duly authorized officers as of the day and year first above written.

EXECUTED AS A DEED BY:

DRYDEN 38 SENIOR LOAN FUND  
as Issuer

By: \_\_\_\_\_  
Name:  
Title:

In the presence of:

Witness: \_\_\_\_\_  
Name:

DRYDEN 38 SENIOR LOAN FUND LLC  
as Co-Issuer

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

Acknowledged and consented to:

PGIM, INC.

By: \_\_\_\_\_

Name:

Title:

**ANNEX A**  
**AMENDMENTS**

**DRYDEN 38 SENIOR LOAN FUND,  
Issuer**

**DRYDEN 38 SENIOR LOAN FUND LLC,  
Co-Issuer**

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
Trustee**

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**INDENTURE**

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**Dated as of May 8, 2015**

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INDENTURE, dated as of May 8, 2015, among Dryden 38 Senior Loan Fund, an exempted company incorporated with limited liability under the laws of the Cayman Islands (together with its permitted successors and assigns, the "Issuer"), Dryden 38 Senior Loan Fund LLC, a Delaware limited liability company (together with its permitted successors and assigns, the "Co-Issuer" and, together with the Issuer, the "Co-Issuers"), and U.S. Bank National Association, as trustee (herein, together with its permitted successors and assigns in the trusts hereunder, the "Trustee").

### PRELIMINARY STATEMENT

The Co-Issuers are duly authorized to execute and deliver this Indenture to provide for the Co-Issued Notes and the Issuer is duly authorized to execute and deliver this Indenture to provide for the Subordinated Notes and the Subordinated Fee Notes, in each case issuable as provided in this Indenture. Except as otherwise provided herein, all covenants and agreements made by the Co-Issuers herein are for the benefit and security of the Trustee, the Secured Noteholders, the Collateral Manager, any Hedge Counterparty and the Collateral Administrator (collectively, the "Secured Parties"), all as described herein. The Co-Issuers are entering into this Indenture, and the Trustee is accepting the trusts created hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

All things necessary to make this Indenture a valid agreement of the Co-Issuers in accordance with its terms have been done.

### GRANTING CLAUSES

To secure the obligations of (a) the Issuer to the Trustee on behalf of the Secured Noteholders under the Secured Notes and this Indenture, (b) the Issuer to any Hedge Counterparties under any Hedge Agreements, (c) the Issuer to the Collateral Manager under the Collateral Management Agreement and (d) the Issuer to the Trustee (in each of its capacities), and the Collateral Administrator under the Transaction Documents ~~(such obligations, collectively, the "Secured Obligations")~~, the Issuer hereby Grants to the Trustee for the benefit and security of the Secured Parties, all of its right, title and interest in, to and under, whether now owned or existing or hereafter acquired or arising, any and all property of any type or nature owned by it, including all accounts, contract rights, general intangibles, chattel paper, instruments, Money, payment intangibles, securities, investment property, commercial tort claims, deposit accounts, documents, security entitlements, goods and letters-of-credit rights and any and all other personal property (other than Excepted Property) of any type or nature owned by it, including the property described in clauses (a) through (i) below:

- (a) the Initial Collateral Debt Obligations listed in Schedule A to this Indenture and all distributions, dividends and other payments thereon or with respect thereto (but excluding any accrued and unpaid interest on the Initial Collateral Debt Obligations as of the Closing Date which is payable to the seller of such Initial Collateral Debt Obligation or to any other Person pursuant to an agreement with the Issuer), all other Collateral Debt Obligations which hereafter may be Delivered to the Trustee in accordance with the provisions hereof and all distributions, dividends and other payments thereon or with respect thereto;



- (b) the Collateral Management Agreement, the Purchase Agreement and the Collateral Administration Agreement;
- (c) any Hedge Agreements and all payments thereunder or with respect thereto;
- (d) the Accounts and all Money, securities, security entitlements, financial assets, investment property, instruments and other property on deposit therein or credited thereto, including Eligible Investments, and all dividends, distributions and other payments thereon or with respect thereto and any Exchanged Equity Securities ~~held from time to time by the Trustee~~;
- (e) any Cash or Money ~~delivered to or held by the Trustee from time to time (directly or through a Securities Intermediary)~~;
- (f) all contract rights, chattel paper, commercial tort claims, deposit accounts, equipment, general intangibles, goods, inventory, payment intangibles, promissory notes, security entitlements and letter-of-credit rights of the Issuer;
- (g) all other property of the Issuer (including any Further Advances);
- (h) the Issuer's equity interest in any Permitted Subsidiary and all payments and rights in respect thereof; and
- (i) all proceeds, accessions, profits, income benefits, substitutions and replacements, whether voluntary or involuntary, of and to any of the property of the Issuer described in the preceding clauses (collectively, the "Trust Estate"); provided, that, for the avoidance of doubt, the security interest Granted to the Trustee hereby shall not include the Grant of a security interest in any Excepted Property.

Except to the extent otherwise provided in this Indenture, the Issuer does hereby constitute and irrevocably appoint the Trustee as true and lawful attorney of the Issuer, with full power (in the name of the Issuer or otherwise), to exercise all rights of the Issuer with respect to the Trust Estate held for the benefit and security of the Secured Parties and to ask, require, demand, receive, settle, compromise, compound and give acquittance for any and all Money and claims, for Money due and to become due under or arising out of any of the Trust Estate held for the benefit and security of the Secured Parties, to endorse any checks or other instruments or orders in connection therewith, and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises. The power of attorney granted pursuant to this Indenture and all authority hereby conferred are granted and conferred solely to protect the Trustee's interest in the Trust Estate held for the benefit and security of the Secured Parties and shall not impose any duty upon the Trustee to exercise any power. This power of attorney shall be irrevocable as one coupled with an interest prior to the payment in full of all the obligations secured hereby.

Except to the extent otherwise provided in this Indenture, this Indenture shall constitute a security agreement under the laws of the State of New York applicable to agreements made and to be performed therein. Upon the occurrence of any Event of Default, and in addition to any other rights available under this Indenture or any other instruments included in the Trust

Estate held for the benefit and security of the Secured Parties or otherwise available at law or in equity, the Trustee shall have all rights and remedies of a secured party on default under the laws of the State of New York and other applicable law to enforce the assignments and security interests contained herein and, in addition, shall have the right, subject to compliance with any mandatory requirements of applicable law, to sell or apply any rights and other interests assigned or pledged hereby in accordance with the terms hereof at public or private sale.

It is expressly agreed that anything therein contained to the contrary notwithstanding, the Issuer shall remain liable under any instruments included in the Trust Estate to perform all the obligations assumed by it thereunder, all in accordance with and pursuant to the terms and provisions thereof, and except as otherwise expressly provided herein, the Trustee shall not have any obligations or liabilities under such instruments by reason of or arising out of this Indenture, nor shall the Trustee be required or obligated in any manner to perform or fulfill any obligations of the Issuer under or pursuant to such instruments or to make any payment, to make any inquiry as to the nature or sufficiency of any payment received by it, to present or file any claim, or to take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

The designation of the Trustee in any transfer document or record is intended and shall be deemed, first, to refer to the Trustee as custodian on behalf of the Issuer and second, to refer to the Trustee as secured party on behalf of the Secured Parties, provided that the Grants made by the Issuer to the Trustee pursuant to the granting clauses hereof shall apply to any of the Trust Estate bearing such designation.

The Trustee acknowledges such Grants, accepts the trusts hereunder in accordance with the provisions hereof, and agrees to perform the duties herein.

## 1. DEFINITIONS

### 1.1 Definitions.

Except as otherwise specified herein or as the context may otherwise require, the following terms have the respective meanings set forth below for all purposes of this Indenture. Whenever any reference is made to an amount the determination of which is governed by Section 1.3 hereof, the provisions of Section 1.3 hereof shall be applicable to such determination or calculation, whether or not reference is specifically made to Section 1.3 hereof, unless some other method of calculation or determination is expressly specified in the particular provisions.

"10% Shareholder" means any Person who owns (directly or by attribution) (i) 10% or more of the voting securities (including securities convertible into voting securities) ~~of any issuer~~ (assuming, in the case of warrants, options or similar securities, that such Person has exercised such warrant, option or security) of ~~a~~ any obligor of any Collateral Debt Obligation and (ii) debt issued by the same ~~issuer~~ obligor.

"25% Limitation" means the limitation on ownership of the Class E Notes, Subordinated Fee Notes and Subordinated Notes by Benefit Plan Investors to less than 25% of

the total value of each such Class of Notes as determined under Section 3(42) of ERISA and any regulations promulgated thereunder.

"A Security Obligation" has the meaning specified in Section 12.4(c) hereof.

"A/B Exchange" has the meaning specified in Section 12.4(c) hereof.

"Accelerated Distribution Date" has the meaning specified in Section 5.8 hereof.

"Account" or "Accounts" means, as the context may indicate, any or all of the Custodial Account, the Collection Account, the Loan Funding Account, any Hedge Counterparty Collateral Account, the Interest Reserve Account, the Supplemental Interest Reserve Account, the Expense Reserve Account, ~~the Class X Notes Account~~ or the Unused Proceeds Account, ~~each of which~~ or any sub-account of any of the foregoing. Each Account shall be a segregated, non-interest bearing ~~accounts, and "Accounts" means each of them~~ account.

"Account Control Agreement" means the Account Control Agreement, dated as of the Closing Date, among the Issuer, as debtor, the Trustee, as secured party, and U.S. Bank National Association, as securities intermediary.

"Accountants' Certificate" means a certificate or agreed upon procedures report of a firm of Independent certified public accountants of national reputation in the United States appointed by the Issuer pursuant to Section 10.6 hereof.

"Accountants' Report" has the meaning specified in Section 9.9 hereof.

"Additional Collateral Debt Obligations" means any Collateral Debt Obligations purchased by the Issuer with Collateral Interest Collections based on amounts available therefor in accordance with the Priority of Payments, following the occurrence of a Ramp-Up Confirmation Failure or a failure of the Interest Diversion Test.

"Additional Collateral Management Fee" means with respect to any Payment Date (or other relevant date), an amount equal to 0.35% per annum of the Fee Basis Amount for such Payment Date (or other relevant date); provided that (i) such fee will be calculated on the basis of a 360-day year consisting of twelve 30 day months and (ii) in the event that the Collateral Manager is removed or resigns or if the Collateral Management Agreement is terminated, the amount of such fee accrued to the effective date of such resignation, removal or termination will be payable to the departing Collateral Manager on the next succeeding Payment Date (or other relevant date) or Payment Dates (or other relevant dates) on which such amount may be paid, in accordance with the Priority of Payments (provided that the payment of any fee payable to the departing Collateral Manager pursuant to this clause (ii) will be senior to the payment of any Additional Collateral Management Fee due to any successor collateral manager).

"Additional Notes Risk Retention Issuance" has the meaning specified in the definition of "Risk Retention Issuance" herein.

"Adjusted Target Par Amount": means the amount specified below for the applicable Periodic Interest Accrual Period (listed sequentially, starting with the Periodic Interest Accrual Period commencing on the ~~Closing~~Amendment Date):

Periodic Interest Accrual Period	Adjusted Target Par Amount (U.S.\$)
1	500,000,000
2	498,733,333
3	497,902,111
4	497,146,960
5	496,392,953
6	495,631,817
7	494,871,849
8	494,129,541
9	493,380,111
10	492,623,595
11	491,868,239
12	491,130,436
13	490,385,555
14	489,633,631
15	488,882,859
16	488,149,535
17	487,409,175
18	486,661,814
19	485,915,599
20	485,178,627
21	484,442,773
22	483,699,961
23	482,958,287
24	482,233,850
25	481,502,462
26	480,764,158
27	480,026,987
28	479,306,946
29	478,579,997
30	477,846,175
31	477,113,477
32	476,397,807
33	475,675,270
34	474,945,901
35	474,217,651
36	473,498,421
37	472,780,282
38	472,055,352
39	471,331,534

**Periodic Interest Accrual**

<b>Period</b>	<b>Adjusted Target Par Amount (U.S.\$)</b>
40	470,624,536
41	469,910,756
42	469,190,226
43	468,470,801
44	467,768,095
45	467,058,647
46	466,342,490
47	465,627,431
48	464,928,990
49	464,223,848

[\[TABLE TO COME\]](#)

"Administration Agreement" means the Amended and Restated Administration Agreement dated May 8, 2015 between the Issuer and the Administrator, as amended from time to time.

"Administrative Expenses" means amounts due from or accrued for the account of the Co-Issuers with respect to any Payment Date to (i) the Rating Agencies for fees and expenses in connection with the rating of the Secured Notes (including the annual or other fees payable to the Rating Agencies with respect to the monitoring and ongoing surveillance of any such rating); (ii) the Independent accountants, agents and counsel of the Co-Issuers for fees and expenses; (iii) the Bank in each of its capacities under the Transaction Documents including as the Collateral Administrator pursuant to the Collateral Administration Agreement and under any agreement with a Permitted Subsidiary; (iv) the Administrator pursuant to the Administration Agreement and/or the Registered Office Agreement in respect of certain services provided to the Issuer; (v) MCSL for amounts payable pursuant to the AML Services Agreement, (vi) the Collateral Manager and its counsel for fees and expenses (other than the Collateral Management Fee) as provided in the Collateral Management Agreement; (~~vii~~) any other Person in respect of any governmental or registered office fee, charge or tax imposed on the Issuer or the Co-Issuer or the pool of Pledged Obligations, including any fees payable in the Cayman Islands to maintain the good standing of the Issuer and any costs associated with FATCA compliance; (~~viii~~) the Trustee for Trustee Fees and Trustee Expenses; (~~ix~~) any Person for fees, taxes and expenses in connection with the setting up or management of any Permitted Subsidiary; (~~x~~) any Person in connection with satisfying the requirements of Rule 17g-5; (~~xi~~) any Person for reasonable fees and expenses in connection with a Refinancing or Re-Pricing; and (xi) (or the establishment of a reserve for such expenses anticipated to occur before the next Payment Date); and (xii) any other Person in respect of any other fees or expenses permitted under this Indenture, including Petition Expenses and Special Petition Expenses, and the documents delivered pursuant to or in connection with this Indenture and the Notes. For the avoidance of doubt, subject to the Priority of Payments, amounts payable under the preceding clauses (i) through (~~xii~~) include any indemnity payments then due and payable by the Issuer or the Co-Issuer.

"Administrator" means MaplesFS Limited or any successor appointed by the Collateral Manager.

"Advisers Act" means the United States Investment Advisers Act of 1940, as amended from time to time.

"Affected Bank" means a bank for purposes of Section 881 of the Code or an entity affiliated with such a bank that owns, directly or indirectly or in conjunction with its Affiliates, more than 33- $\frac{1}{3}$ % of the Aggregate Principal Amount of the Class E Notes, ~~and~~ the Subordinated ~~Fee~~ Notes ~~or, in~~ the ~~Subordinated Notes~~ aggregate, and neither (x) is a United States person (within the meaning of Section 7701(a)(30) of the Code), (y) is 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% nor (z) has provided an IRS Form W-8ECI representing that all payments received or to be received by it from the Issuer are effectively connected with the conduct of a trade or business in the United States.

~~"Affected Class" has the meaning specified in Section 9.4(a)(ii) hereof.~~

"Affiliate" means, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For purposes of this definition, "control," when used with respect to any specified Person, means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing. For purposes of this definition, (~~x~~w) the management of an account by one Person for the benefit of any other Person shall not constitute "control" of such other Person, (~~y~~x) for the avoidance of any doubt, a Person shall not be deemed to be an Affiliate of the Issuer solely by virtue of the fact that the Administrator or the Collateral Manager (or any Affiliate of the Administrator or the Collateral Manager) acts in any capacity for the Issuer or has control over the issued Ordinary Shares of the Issuer ~~and,~~ (~~z~~y) ~~issuers~~ obligors in respect of Collateral Debt Obligations shall be deemed to not be Affiliates if they have distinct corporate family ratings and (z) an Obligor will not be considered an Affiliate of any other Obligor solely due to the fact that each such Obligor is under the control of the same financial sponsor.

"Agent Members" means members of, or participants in, a depository, including the Depository, Euroclear or Clearstream.

"Aggregate Collateral Balance" means on any date of determination, an amount equal to the sum of (a) the Aggregate Principal Amount of the Collateral Debt Obligations in the Trust Estate, (b) the aggregate Balance of Eligible Investments in the Trust Estate representing Collateral Principal Collections and (c) all Unused Proceeds of the issuance of the Notes that are not included in the foregoing clause (b).

"Aggregate Fees and Expenses" means, with respect to any Payment Date, the sum of (a) the Trustee Fee with respect to such Payment Date and any Trustee Fee with respect to a previous Payment Date that was not paid on a previous Payment Date, (b) all expenses of the

Collateral Manager payable by the Issuer pursuant to the Collateral Management Agreement with respect to such Payment Date, (c) the Base Collateral Management Fee with respect to such Payment Date and any Base Collateral Management Fee with respect to a previous Payment Date that was not paid on a previous Payment Date, (d) the Trustee Expenses with respect to such Payment Date and any Trustee Expenses with respect to a previous Payment Date that were not paid on a previous Payment Date, (e) taxes payable by the Co-Issuers, if any, (f) all expenses (including indemnities) of the Collateral Administrator with respect to such Payment Date and any expenses (including indemnities) of the Collateral Administrator with respect to a previous Payment Date that were not paid on a previous Payment Date and (g) all other expenses of the Issuer and the Co-Issuer (including Administrative Expenses) payable on such Payment Date pursuant to clause (i) of the Interest Priority of Payments or the corresponding payment priority of Section 5.8.

"Aggregate Industry Equivalent Unit Score" has the meaning specified in the definition of "Total Diversity Score".

"Aggregate Principal Amount" means, with respect to any date of determination, (a) when used with respect to any Pledged Obligations, the aggregate Principal Balance of such Pledged Obligations on such date of determination; ~~provided that, when calculating the Aggregate Collateral Balance for purposes of Section 12.2(b)(x), a Defaulted Obligation shall be treated as having a Principal Balance equal to its Defaulted Obligation Amount,~~ (b) when used with respect to any Class of Notes (or, in the case of the Subordinated Fee Notes, the notional balance thereof) or portion thereof, as of such date of determination, the original principal amount of such Class or portion thereof reduced by all prior payments, if any, made with respect to principal of such Class or portion thereof plus, only for purposes of calculating the Principal Coverage Tests and the Interest Diversion Test, the sum of the Cumulative Periodic Rate Shortfall Amount (if any) applicable to such Class of Notes and, if such date of determination is a Payment Date, any Periodic Rate Shortfall Amount for such Payment Date applicable to such Class of Notes, (c) when used with respect to the Secured Notes, the sum of the Aggregate Principal Amount (determined under clause (b) above) of all of the Classes of Secured Notes, (d) when used with respect to the Notes, the sum of the Aggregate Principal Amount (determined under clause (b) above) of all of the Classes of Notes, (e) when used with respect to the Subordinated Notes, the original principal amount thereof and (f) when used with respect to the Subordinated Fee Notes, the notional balance thereof.

"Amendment Date" means [August 23], 2018.

"AML Compliance" means compliance with the Cayman AML Regulations.

"AML Services Agreement" means the agreement between the Issuer and MCSL (as amended from time to time) for the provision of services to the Issuer to enable the Issuer to achieve AML Compliance.

"Applicable Issuer" or "Applicable Issuers" means, with respect to the ~~Class X Notes, the~~ Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, each of the Co-Issuers, with respect to the Subordinated Notes and the Subordinated Fee

Notes, the Issuer only and with respect to any additional securities issued in accordance with Sections 2.16 and 3.6 hereof, the Issuer and, if such notes are co-issued, each of the Co-Issuers.

"Applicable Law" has the meaning specified in Section 6.3 hereof.

"Applicable Periodic Rate" means, with respect to each Class of Secured Notes, the per annum stated interest rate payable on such Class of Secured Notes set forth in the table below; provided that, if a Re-Pricing has occurred with respect to such Class of Secured Notes, the Applicable Periodic Rate will be the applicable Re-Pricing Rate.

<u>Class of Secured Notes</u>	<u>Applicable Periodic Rate for each Periodic Interest Accrual Period</u>
Class <del>X</del> A-1-R Notes	LIBOR + 1.00[●]% per annum
Class A-2-R Notes	LIBOR + 1.43[●]% per annum
Class B Notes	LIBOR + 2.00[●]% per annum
Class C Notes	LIBOR + 2.90[●]% per annum
Class D-1 Notes	LIBOR + 3.55[●]% per annum
<del>Class D-2 Notes</del>	<del>LIBOR + 4.10% per annum</del>
Class E Notes	LIBOR + 6.05[●]% per annum

"Applicable U.S. Risk Retention Regulations" means any U.S. law, rule or regulation which requires the Collateral Manager or an Affiliate thereof to purchase or retain credit risk in respect of the Issuer.

"Approved Loan Index" means each of the following indexes, together with any other comparable nationally recognized loan index designated by the Collateral Manager upon written notice to the Rating Agencies and the Collateral Administrator: CSFB Leveraged Loan Index, Deutsche Bank Leveraged Loan Index, Goldman Sachs/Loan Pricing Corporation Liquid Leveraged Loan Index, Banc of America Securities Leveraged Loan Index, J.P. Morgan Leveraged Loan Indices and S&P/LSTA Leveraged Loan Index.

"Articles" means the Issuer's Memorandum of Association and Articles of Association, collectively, as amended from time to time.

"Asset-backed Commercial Paper" means commercial paper or other short-term obligations of a program that primarily issues externally rated commercial paper backed by assets or exposures held in a bankruptcy-remote, special purpose entity.

"Asset Quality Matrix" has the meaning specified in the definition of "Average Debt Rating Test."

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



"Assigned S&P Rating" means the monitored publicly available facility rating or the estimated rating expressly assigned to a Collateral Debt Obligation (or facility) by S&P that addresses the full amount of the principal and interest promised.

"Assumed Reinvestment Rate" means the greater of (a) LIBOR (determined as of the applicable LIBOR Determination Date) minus 0.25% per annum and (b) zero.

"Authenticating Agent" means, with respect to any Class of Notes, the Person appointed by the Trustee to authenticate such Notes on behalf of the Trustee pursuant to Section 6.16 hereof.

"Authorized Denomination" has the meaning specified in Section 2.3 hereof.

"Authorized Officer" means, with respect to either of the Co-Issuers, any director, chairman, deputy chairman, president, vice president, secretary, treasurer, members, partners, managers or other officer thereof or any chairman, deputy chairman, president, vice president, secretary, treasurer or other officer of any duly appointed agent thereof who is authorized to act for such Co-Issuer in matters relating to, and binding upon, such Co-Issuer and, for the avoidance of doubt, includes any duly appointed attorney-in-fact of such Co-Issuer. With respect to the Collateral Manager, any officer, employee or agent of the Collateral Manager who is authorized to act for the Collateral Manager in matters relating to, and binding upon, the Collateral Manager with respect to the subject matter of the request, certificate or order in question. With respect to the Trustee, a Responsible Officer. Each party shall be entitled to receive and accept a certification of the authority of any other party as conclusive evidence of the authority of any Person to act, and such certification may be considered as in full force and effect until receipt by such party of written notice to the contrary.

"Available Funds" means, with respect to any Payment Date, the amount of any positive Balance in the Collection Account as of the Calculation Date relating to such Payment Date and, with respect to any other date, such amount as of that date.

"Average Debt Rating" means as of any date of determination, the numerical average Moody's debt rating obtained by (a) multiplying the Principal Balance of each Collateral Debt Obligation as of such date by the applicable Moody's Rating Factor for such Collateral Debt Obligation as indicated in the table below; (b) summing the products obtained in clause (a) for all Collateral Debt Obligations; and (c) dividing the sum obtained in clause (b) by the Aggregate Principal Amount of all Collateral Debt Obligations as of such date and rounding the result to the nearest whole number. "Moody's Rating Factor" means (i) if the Collateral Manager has obtained a private rating letter with respect to a Collateral Debt Obligation setting forth a rating factor, such rating factor as set forth therein or (ii) otherwise, the number set forth below under the heading "Moody's Rating Factor" across from the Rating of each Collateral Debt Obligation.

<u>Moody's Default Probability Rating</u>	<u>Moody's Rating Factor</u>
-----------------------------------------------	----------------------------------

"Aaa"

1

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

Eligible Investments, Defaulted Obligations and Equity Securities shall be excluded from both the numerator and denominator in the calculation of Average Debt Rating.

For the purposes of determining the Moody's Rating Factor, (A) each applicable rating with a negative outlook at the time of calculation will be treated as having been downgraded by one rating subcategory, (B) each applicable rating by Moody's on review for possible downgrade at the time of calculation will be treated as having been downgraded by two rating subcategories and (C) each applicable rating by Moody's on review for possible upgrade at the time of calculation will be treated as having been upgraded by one rating subcategory.

~~"Average Debt Rating Test" means, on any date of determination on or after the Ramp-Up End Date, a test that is satisfied if (A) the Average Debt Rating of the Collateral Debt Obligations in the Trust Estate as of such date of determination is equal to or less than the lower of (x) the sum of (i) the applicable Designated Maximum Average Debt Rating (selected by the Collateral Manager as provided below) referenced in the following table and for the applicable Designated Minimum Diversity Score and Weighted Average Spread and (ii) the WARE Recovery Rate Modifier and (y) 3200 or (B) the Moody's Rating Period has ended.~~ [has the meaning specified in Schedule D hereto.](#)

<b>Weighted-Average Spread</b>	<b>Designated Minimum Diversity Score</b>									<b>WARE Recovery Rate Modifier</b>
	<b>45</b>	<b>50</b>	<b>55</b>	<b>60</b>	<b>65</b>	<b>70</b>	<b>75</b>	<b>80</b>	<b>85</b>	

2.00%	1344	1362	1378	1393	1404	1412	1420	1428	1436	-3.00%
2.10%	1508	1527	1543	1558	1570	1578	1587	1596	1604	-3.00%
2.20%	1652	1672	1688	1703	1715	1725	1734	1743	1751	-3.00%
2.30%	1757	1776	1794	1809	1821	1831	1841	1851	1859	-3.00%
2.40%	1861	1881	1899	1914	1926	1938	1948	1958	1966	-3.00%
2.50%	1965	1986	2004	2019	2032	2044	2055	2066	2074	-3.00%
2.60%	2029	2055	2078	2097	2111	2125	2137	2149	2158	-3.00%
2.70%	2093	2125	2152	2175	2191	2205	2219	2232	2242	-3.00%
2.80%	2156	2194	2226	2253	2270	2286	2301	2315	2325	-3.00%
2.90%	2220	2264	2300	2331	2350	2366	2383	2398	2409	-3.00%
3.00%	2284	2333	2374	2409	2429	2447	2465	2481	2493	-7.00%
3.10%	2328	2377	2418	2453	2476	2496	2516	2533	2547	-7.00%
3.20%	2372	2421	2463	2498	2523	2545	2567	2585	2601	-7.00%
3.30%	2416	2464	2507	2542	2570	2595	2617	2637	2655	-7.00%
3.40%	2460	2508	2552	2587	2617	2644	2668	2689	2709	-7.00%
3.50%	2504	2552	2596	2631	2664	2693	2719	2741	2763	11.00%
3.60%	2545	2594	2638	2673	2706	2735	2761	2784	2806	11.00%
3.70%	2586	2635	2679	2715	2748	2778	2804	2827	2849	11.00%
3.80%	2628	2677	2721	2758	2791	2820	2846	2869	2891	11.00%
3.90%	2669	2718	2762	2800	2833	2863	2889	2912	2934	11.00%
4.00%	2710	2760	2804	2842	2875	2905	2931	2955	2977	12.00%
4.10%	2745	2797	2842	2880	2914	2944	2970	2994	3016	12.00%
4.20%	2780	2833	2880	2919	2953	2983	3009	3033	3055	12.00%
4.30%	2814	2870	2917	2957	2992	3022	3047	3072	3093	12.00%
4.40%	2849	2906	2955	2996	3031	3061	3086	3111	3132	12.00%
4.50%	2884	2943	2993	3034	3070	3100	3125	3150	3171	14.00%
4.60%	2915	2974	3024	3065	3102	3132	3158	3183	3205	14.00%
4.70%	2946	3005	3055	3097	3134	3165	3191	3217	3239	14.00%
4.80%	2978	3037	3085	3128	3165	3197	3225	3250	3274	14.00%
4.90%	3009	3068	3116	3160	3197	3230	3258	3284	3308	14.00%
5.00%	3040	3099	3147	3191	3229	3262	3291	3317	3342	15.00%
5.10%	3069	3128	3177	3220	3259	3292	3320	3347	3371	15.00%
5.20%	3098	3158	3206	3249	3288	3321	3350	3376	3401	15.00%
5.30%	3127	3187	3236	3279	3318	3351	3379	3406	3430	15.00%
5.40%	3156	3217	3265	3308	3347	3380	3409	3435	3460	15.00%
5.50%	3185	3246	3295	3337	3377	3410	3438	3465	3489	15.00%
<b>Designated Maximum Average Debt Rating</b>										

On the Ramp-Up End Date, the Collateral Manager, in its sole discretion, shall select any Designated Maximum Average Debt Rating referenced in the above table (by providing written notice to the Issuer, the Rating Agencies, the Collateral Administrator and the

~~Trustee of the applicable Designated Maximum Average Debt Rating, Designated Minimum Diversity Score and Weighted Average Spread referenced in the table for such Designated Maximum Average Debt Rating), so long as the Collateral Debt Obligations in the Trust Estate on the Ramp-Up End Date have (x) an Average Debt Rating equal to or less than the sum of the Designated Maximum Average Debt Rating selected plus the WARR Recovery Rate Modifier, (y) a Weighted Average Spread equal to or greater than that which is referenced in the table for such Designated Maximum Average Debt Rating minus the WAS Recovery Rate Modifier (but in no event less than 2.0%) and (z) a Total Diversity Score equal to or greater than the Designated Minimum Diversity Score which is referenced in the table for such Designated Maximum Average Debt Rating. Such Designated Maximum Average Debt Rating (or any other Designated Maximum Average Debt Rating selected in accordance with this sentence) shall remain the Designated Maximum Average Debt Rating necessary to satisfy the Average Debt Rating Test until such time as the Collateral Manager selects another Designated Maximum Average Debt Rating by providing written notice, including by electronic mail, to the Issuer, the Rating Agencies, the Collateral Administrator and the Trustee of the applicable Designated Maximum Average Debt Rating, Designated Minimum Diversity Score and Weighted Average Spread referenced in the table for such Designated Maximum Average Debt Rating; provided, that if any of the Average Debt Rating Test, the Diversity Test or the Minimum Coupon Test (i) is not satisfied prior to the Collateral Manager's selection of a different Designated Maximum Average Debt Rating, such selected Designated Maximum Average Debt Rating either shall improve the level of compliance with such test or will not cause such test to be further out of compliance or (ii) is satisfied prior to the Collateral Manager's selection of a different Designated Maximum Average Debt Rating, such test will continue to be satisfied after such selection of a different Designated Maximum Average Debt Rating.~~

"Average Effective Spread" means, as of any date of determination, a fraction (expressed as a percentage and rounded up to the next 0.01%) equal to the amount obtained by (i) multiplying the Principal Balance (excluding the aggregate amount of any Unfunded Commitments and any Defaulted Obligations) of each Purchased Below-Par Security Collateral Debt Obligation held in the Trust Estate as of such date by the Effective Spread, (ii) summing the resulting amounts, and (iii) dividing such sum by the aggregate Principal Balance of all such Purchased Below-Par Securities Collateral Debt Obligations.

"Average Par Amount" has the meaning specified in the definition of "Total Diversity Score".

"B Security Obligation" has the meaning specified in Section 12.4(c) hereof.

"Balance" means on any date, with respect to Eligible Investments in the Collection Account, the aggregate (a) face amount or current balance, as the case may be, of Cash, demand deposits, time deposits, certificates of deposit, bankers' acceptances, federal funds and commercial bank money market accounts; (b) outstanding principal amounts of interest-bearing government and corporate securities; and (c) purchase price (but not greater than the face amount) of non-interest-bearing government and corporate securities, commercial paper and repurchase obligations.

"Bank" means U.S. Bank National Association, in its individual capacity and not as Trustee, or any successor thereto.

"Bankruptcy Law" means Title 11 of the United States Code (11 U.S.C. §§ 101 et seq.), as amended, and any successor statute or any other applicable federal or state bankruptcy law, including without limitation any bankruptcy, insolvency, reorganization or similar law enacted under the laws of the Cayman Islands or any other applicable jurisdiction.

"Bankruptcy Subordination Agreement" has the meaning specified in Section 5.4(c) hereof.

"Base Collateral Management Fee" means, with respect to any Payment Date (or other relevant date), an amount equal to 0.15% per annum of the Fee Basis Amount for such Payment Date (or other relevant date); provided that (i) such fee will be calculated on the basis of a 360-day year consisting of twelve 30 day months and (ii) in the event that the Collateral Manager is removed or resigns or if the Collateral Management Agreement is terminated, the amount of such fee accrued to the effective date of such resignation, removal or termination will be payable to the departing Collateral Manager on the next succeeding Payment Date (or other relevant date) or Payment Dates (or other relevant dates) on which such amount may be paid, in accordance with the Priority of Payments (provided that the payment of any fee payable to the departing Collateral Manager pursuant to this clause (ii) will be senior to the payment of any Base Collateral Management Fee due to any successor collateral manager).

"Below-Par ~~Security~~ Collateral Debt Obligation" means any Collateral Debt Obligation which was purchased by, or on behalf of, the Issuer for less than (a)(i) 80% of its Principal Balance in the case of a Collateral Debt Obligation with a Moody's Rating of "B3" or better or (ii) 85% of its Principal Balance in the case of a Collateral Debt Obligation with a Moody's Rating of below "B3" ~~or (b) 100% of its Principal Balance if designated as a Purchased Below-Par Security by the Collateral Manager in its sole discretion;~~ provided, in each case, that such Collateral Debt Obligation shall not continue to be treated as a Below-Par ~~Security~~ Collateral Debt Obligation if such Collateral Debt Obligation's Market Value at any time equals or exceeds 90% of its Principal Balance for 22 consecutive Business Days (as determined by the Collateral Manager); ~~provided, further~~ (b) 100% of its Principal Balance if designated as a Purchased Below-Par Collateral Debt Obligation by the Collateral Manager in its sole discretion; provided, in each case, that, (A) if a Substitute Collateral Debt Obligation (that would otherwise be considered a Below-Par ~~Security~~ Collateral Debt Obligation) is purchased with the Sale Proceeds of a Collateral Debt Obligation which was not a Below-Par ~~Security~~ Collateral Debt Obligation at purchase but which was sold for less than (x) 80% of its Principal Balance in the case of a Collateral Debt Obligation with a Moody's Rating of "B3" or better (at the time of purchase) or (y) 85% of its Principal Balance in the case of a Collateral Debt Obligation with a Moody's Rating of below "B3" (at the time of purchase), ~~or~~ such Substitute Collateral Debt Obligation (or such relevant portion that would not cause clause (iv) below to be violated) shall not be treated as a "Below-Par ~~Security~~ Collateral Debt Obligation" if (i) such Substitute Collateral Debt Obligation is purchased for an amount which is greater than or equal to ~~65~~[60]% of its Principal Balance, (ii) such Substitute Collateral Debt Obligation is purchased for an amount which (expressed as a percentage of its Principal Balance) is greater than or equal to the percentage (of the Principal Balance of the original Collateral Debt Obligation) at which the

original Collateral Debt Obligation was sold, (iii) the Moody's Rating and the S&P Rating of the replacement Collateral Debt Obligation is equal to or better than the Moody's Rating and the S&P Rating, as applicable, of the Collateral Debt Obligation that was sold, (iv) the Aggregate Principal Amount of all such Substitute Collateral Debt Obligations ~~which acquired by the Issuer since the Closing Date that~~ satisfy clauses (i), (ii) and (iii) of this proviso ~~(A) then owned by the Issuer~~ does not exceed ~~5.0~~[10.0]% of the Target Par Amount ~~and (B) acquired by the Issuer since the Closing Date does not exceed 10.0% of the Target Par Amount~~(and as of any date of determination no more than [7.5]% of the Aggregate Collateral Balance shall consist of such Substitute Collateral Debt Obligations), and (v) such Substitute Collateral Debt Obligation is purchased within 10 Business Days ~~of~~after the date on which the original Collateral Debt Obligation was sold, ~~and (B) as of any date of determination no more than [10.0]% of the Aggregate Collateral Balance shall consist of Collateral Debt Obligations (excluding those described in the preceding clause (A)) that are Below-Par Collateral Debt Obligations. For purposes of this definition, a Collateral Debt Obligation, portions of which were purchased at different times and at different prices, will be treated as separate Collateral Debt Obligations (i.e., such portions will not be treated as a single Collateral Debt Obligation with a weighted average purchase price).~~

"Benefit Plan ~~Investors~~Investor" means, as defined in Section 3(42) of ERISA, (a) any employee benefit plan (as defined in Section 3(3) of ERISA) that is subject to the provisions of Title I of ERISA, (b) any "plan" as defined in Section 4975(e)(1) of the Code and subject to Section 4975 of the Code and (c) any entity whose assets are treated as "plan assets" for purposes of ERISA or Section 4975 of the Code by reason of such an employee benefit plan's or a plan's investment in the entity (including an insurance company, any of whose general account assets constitute plan assets or a wholly-owned subsidiary thereof).

~~"BHCA" has the meaning specified in Section 16.1 hereof.~~

"Bond": ~~Any~~ means any bond or other debt obligation (for the avoidance of doubt, other than a Loan) constituting a "security" (within the meaning of Section 3(a)(10) of the Exchange Act) issued by a corporation, limited liability company, partnership or trust.

"Bridge Loan" means any obligation or debt security incurred or issued in connection with a merger, acquisition, consolidation, sale of all or substantially all of the assets of a Person or entity, restructuring or similar transaction, which obligation or security by its terms is required to be repaid within one year ~~of~~after the incurrence thereof with proceeds from additional borrowings or other refinancings (other than any additional borrowing or refinancing if one or more financial institutions has provided the ~~issuer~~obligor of such obligation or security with a binding written commitment to provide the same, so long as (i) such commitment is equal to the outstanding principal amount of the Bridge Loan and (ii) such committed replacement facility has a maturity of at least one year and cannot be extended beyond such one year maturity pursuant to the terms thereof); provided that any Bridge Loan acquired by the Issuer must have a Moody's Rating and an explicit obligation rating from S&P (which rating may be public or private).

"BSA" means the U.S. Bank Secrecy Act (31 U.S.C. §§ 5311 et seq.), as amended.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banking institutions in New York, New York, ~~London, England~~ or the city in which the Corporate Trust Office is located, are authorized or obligated by law or executive order to be closed.

"Calculation Agent" has the meaning specified in Section 7.14(a) hereof.

"Calculation Date" means, with respect to any Payment Date, the last day of the related Due Period.

"Cash" means such funds denominated with currency of the United States of America that at the time shall be legal tender for payment of all public and private debts.

"Cayman AML Regulations" means [The Anti-Money Laundering Regulations \(2018 Revision\) and The Guidance Notes on the Prevention and Detection of Money Laundering and Terrorist Financing in the Cayman Islands, each as amended and revised from time to time.](#)

"Cayman FATCA Legislation" means [the Cayman Islands Tax Information Authority Law \(2017 Revision\) together with regulations and guidance notes made pursuant to such law.](#)

"C-Basket ~~Securities~~ Collateral Debt Obligations" means, with respect to any date of determination, [an amount equal to the greater of \(i\) during the Moody's Rating Period, an amount \(derived from certain Collateral Debt Obligations as described herein\) equal to the excess of the Aggregate Principal Amount of all Collateral Debt Obligations in the Trust Estate \(other than Defaulted Obligations\) that have a Moody's Rating of 'Caa1' or below over an amount equal to 7.5% of the Aggregate Collateral Balance and \(ii\) for so long as the Original Class A-1-R Debt is Outstanding, the excess of the Aggregate Principal Amount of all Collateral Debt Obligations in the Trust Estate \(other than Defaulted Obligations\) that are Rated "CCC+" or below by S&P over an amount equal to 7.5% of the Aggregate Collateral Balance;](#) provided that, in determining which Collateral Debt Obligations shall be included in the C-Basket ~~Securities~~ Collateral Debt Obligations, the Collateral Debt Obligations with the lowest Market Value (assuming that such Market Value is expressed as a percentage of the principal balance of such Collateral Debt Obligations) shall be deemed to constitute such C-Basket ~~Securities~~ Collateral Debt Obligations.

"C-Basket ~~Security~~ Collateral Debt Obligation Adjustment Amount" means as of any date of determination, an amount (which shall not be less than zero) equal to:

(a) the Aggregate Principal Amount of all Collateral Debt Obligations included in the C-Basket ~~Securities~~ Collateral Debt Obligations; minus

(b) the sum of the Market Values of all Collateral Debt Obligations included in the C-Basket ~~Securities~~ Collateral Debt Obligations.

"Certificate of Authentication" has the meaning specified in Section 2.1 hereof.

"Certificated Security" has the meaning specified in Section 8-102(a)(4) of the UCC.

"Certifying Holder" means any Person that certifies that it is the owner of a beneficial interest in a Global Note either (a) by delivering a certificate ~~substantially~~ in the form of Exhibit D or (b) with respect to an act of Holders or exercise of voting rights, including in connection with any supplemental indenture, in the manner specified by the applicable consent solicitation notice.

"CFR" means, with respect to an obligor of a Collateral Debt Obligation, if such obligor has a corporate family rating by Moody's, then such corporate family rating; provided that, 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.

"CFTC" means the United States Commodity Futures Trading Commission.

"Change of Control" has the meaning specified in Section 6.11 hereof.

"Class" means in the case of (x) the Secured Notes, all of the Secured Notes having the same Applicable Periodic Rate, Stated Maturity Date and designation, (y) the Subordinated Notes, all of the Subordinated Notes and (z) the Subordinated Fee Notes, all of the Subordinated Fee Notes. ~~Notwithstanding that the Class D-1 Notes and the Class D-2 Notes are separate Classes, the Class D-1 Notes and the Class D-2 Notes shall be treated as a single Class for the purposes of any consent, direction, objection, approval or vote under this Indenture or the Collateral Management Agreement except as otherwise expressly provided in this Indenture or the Collateral Management Agreement, with each Holder of Class D-1 Notes or Class D-2 Notes voting based on the Aggregate Principal Amount of Class D Notes held by such Holder.~~

"Class A Notes" means (a) prior to the Amendment Date, the Class A Senior Secured Floating Rate Notes due July, 2027 and having the terms as described herein, issued pursuant to this Indenture on the Closing Date and (b) on and after the Amendment Date, collectively, the Class A-1-R Notes and the Class A-2-R Notes.

"Class A-1-R Notes" means the Class A-1-R Senior Secured Floating Rate Notes due [●] and having the terms described herein.

"Class A-2-R Notes" means the Class A-2-R Senior Secured Floating Rate Notes due [●] and having the terms described herein.

"Class B Notes" means (a) prior to the Amendment Date, the Class B Senior Secured Floating Rate Notes due July, 2027 and having the terms as described herein, issued pursuant to this Indenture on the Closing Date and (b) on and after the Amendment Date, the Class B-R Notes.

"Class B-R Notes" means the Class B-R Senior Secured Floating Rate Notes due [●] and having the terms as described herein.

"Class C Collateral Coverage Tests" means the Class C Interest Coverage Test and the Class C Principal Coverage Test.



"Class C Cumulative Periodic Rate Shortfall Amount" means, with respect to any date of determination, the sum of the Class C Periodic Rate Shortfall Amounts with respect to each Payment Date preceding such date of determination, less any amount applied on preceding Payment Dates pursuant to the Priority of Payments described herein to reduce such sum.

"Class C Interest Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y), where (x) is the Interest Coverage Amount for the related Due Period in which such date of determination occurs, and where (y) is an amount equal to the sum of (1) the Periodic Interest Amount for the Class A-1-R Notes for the Payment Date relating to such Due Period plus (2) the Periodic Interest Amount for the Class A-2-R Notes for the Payment Date relating to such Due Period plus (3) the Periodic Interest Amount for the Class B Notes for the Payment Date relating to such Due Period plus (34) the Periodic Interest Amount for the Class C Notes for the Payment Date relating to such Due Period.

"Class C Interest Coverage Test" means, as of any date of determination after the third Payment Date, a test that is satisfied on such date of determination if the Class C Interest Coverage Ratio equals or exceeds ~~115.0~~ [●] % on such date of determination.

"Class C Notes" means (a) prior to the Amendment Date, the Class C Mezzanine Secured Deferrable Floating Rate Notes due July, 2027 ~~and having the terms as described herein~~ issued pursuant to this Indenture on the Closing Date and (b) on and after the Amendment Date, the Class C-R Notes.

"Class C Periodic Rate Shortfall Amount" means, with respect to the Class C Notes and each Payment Date, so long as any ~~Class X Notes~~, Class A Notes or Class B Notes remain Outstanding, any shortfall in the payment of the Periodic Interest Amount due for such Class C Notes on such Payment Date.

"Class C Principal Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y) where (x) is the Principal Coverage Amount on such date, and where (y) is an amount equal to the sum of (1) the Aggregate Principal Amount of the Class A-1-R Notes then Outstanding plus (2) the Aggregate Principal Amount of the Class A-2-R Notes then Outstanding plus (3) the Aggregate Principal Amount of the Class B Notes then Outstanding plus (34) the Aggregate Principal Amount of the Class C Notes then Outstanding.

"Class C Principal Coverage Test" means, as of any date of determination after the Ramp-Up End Date, a test which is satisfied when the Class C Principal Coverage Ratio equals or exceeds ~~115.7~~ [●] %.

"Class C-R Notes" means the Class C-R Mezzanine Secured Deferrable Floating Rate Notes due [●] and having the terms as described herein.

"Class D Collateral Coverage Tests" means the Class D Interest Coverage Test and the Class D Principal Coverage Test.

"Class D Cumulative Periodic Rate Shortfall Amount" means, with respect to any date of determination, the sum of the Class D Periodic Rate Shortfall Amounts with respect to

each Payment Date preceding such date of determination, less any amount applied on preceding Payment Dates pursuant to the Priority of Payments described herein to reduce such sum.

"Class D Interest Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y), where (x) is the Interest Coverage Amount for the related Due Period in which such date of determination occurs, and where (y) is an amount equal to the sum of (1) the Periodic Interest Amount for the Class A-1-R Notes for the Payment Date relating to such Due Period plus (2) the Periodic Interest Amount for the Class A-2-R Notes for the Payment Date relating to such Due Period plus (3) the Periodic Interest Amount for the Class B Notes for the Payment Date relating to such Due Period plus (34) the Periodic Interest Amount for the Class C Notes for the Payment Date relating to such Due Period plus (45) the Periodic Interest Amount for the Class D Notes for the Payment Date relating to such Due Period.

"Class D Interest Coverage Test" means, as of any date of determination after the third Payment Date, a test that is satisfied on such date of determination if the Class D Interest Coverage Ratio equals or exceeds ~~10.0~~[●]% on such date of determination.

"Class D Notes" means (a) prior to the Amendment Date, collectively, the Class D-1 Notes and the Class D-2 Notes, collectively Mezzanine Secured Deferrable Floating Rate Notes due July 2027 issued pursuant to this Indenture on the Closing Date and the Class D-2 Mezzanine Secured Deferrable Floating Rate Notes due July 2027 issued pursuant to this Indenture on the Closing Date and (b) on and after the Amendment Date, the Class D-R Notes.

"Class D Periodic Rate Shortfall Amount" means, with respect to the Class D Notes and each Payment Date, so long as any Class A Notes, Class B Notes or Class C Notes remain Outstanding, any shortfall in the payment of the Periodic Interest Amount due for such Class D Notes on such Payment Date.

"Class D Principal Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y) where (x) is the Principal Coverage Amount on such date, and where (y) is an amount equal to the sum of (1) the Aggregate Principal Amount of the Class A-1-R Notes then Outstanding plus (2) the Aggregate Principal Amount of the Class A-2-R Notes then Outstanding plus (3) the Aggregate Principal Amount of the Class B Notes then Outstanding plus (34) the Aggregate Principal Amount of the Class C Notes then Outstanding plus (45) the Aggregate Principal Amount of the Class D Notes then Outstanding.

"Class D Principal Coverage Test" means, as of any date of determination after the Ramp-Up End Date, a test which is satisfied when the Class D Principal Coverage Ratio equals or exceeds ~~109.9~~[●]%.

~~"Class D-1 Cumulative Periodic Rate Shortfall Amount" means, with respect to any date of determination, the sum of the Class D-1 Periodic Rate Shortfall Amounts with respect to each Payment Date preceding such date of determination, less any amount applied on preceding Payment Dates pursuant to the Priority of Payments described herein to reduce such sum~~R Notes" means the Class D-R Mezzanine Secured Deferrable Floating Rate Notes due [●] and having the terms as described herein.

~~"Class D-1 Notes~~E Collateral Coverage Tests" means the Class ~~D-1 Mezzanine Secured Deferrable Floating Rate Notes due July, 2027~~ having the terms as described hereinE Interest Coverage Test and the Class E Principal Coverage Test.

~~"Class D-1 Periodic Rate Shortfall Amount"~~ means, with respect to the Class ~~D-1~~ Notes and each Payment Date, so long as any Class X Notes, Class A Notes, Class B Notes or Class C Notes remain Outstanding, any shortfall in the payment of the Periodic Interest Amount due for such Class ~~D-1~~ Notes on such Payment Date.

~~"Class D-2 Cumulative Periodic Rate Shortfall Amount"~~ means, with respect to any date of determination, the sum of the Class ~~D-2~~ Periodic Rate Shortfall Amounts with respect to each Payment Date preceding such date of determination, less any amount applied on preceding Payment Dates pursuant to the Priority of Payments described herein to reduce such sum.

~~"Class D-2 Notes"~~ means the Class ~~D-2 Mezzanine Secured Deferrable Floating Rate Notes due July, 2027~~ and having the terms as described herein.

~~"Class D-2 Periodic Rate Shortfall Amount"~~ means, with respect to the Class ~~D-2~~ Notes and each Payment Date, so long as any Class X Notes, Class A Notes, Class B Notes or Class C Notes remain Outstanding, any shortfall in the payment of the Periodic Interest Amount due for such Class ~~D-2~~ Notes on such Payment Date.

"Class E Cumulative Periodic Rate Shortfall Amount" means, with respect to any date of determination, the sum of the Class E Periodic Rate Shortfall Amounts with respect to each Payment Date preceding such date of determination, less any amount applied on preceding Payment Dates pursuant to the Priority of Payments described herein to reduce such sum.

"Class E Interest Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y), where (x) is the Interest Coverage Amount for the related Due Period in which such date of determination occurs, and where (y) is an amount equal to the sum of (1) the Periodic Interest Amount for the Class A-1-R Notes for the Payment Date relating to such Due Period plus (2) the Periodic Interest Amount for the Class A-2-R Notes for the Payment Date relating to such Due Period plus (3) the Periodic Interest Amount for the Class B Notes for the Payment Date relating to such Due Period plus (4) the Periodic Interest Amount for the Class C Notes for the Payment Date relating to such Due Period plus (5) the Periodic Interest Amount for the Class D Notes for the Payment Date relating to such Due Period plus (6) the Periodic Interest Amount for the Class E Notes for the Payment Date relating to such Due Period.

"Class E Interest Coverage Test" means, as of any date of determination after the third Payment Date, a test that is satisfied on such date of determination if the Class E Interest Coverage Ratio equals or exceeds [●]% on such date of determination.

"Class E Notes" means (a) prior to the Amendment Date, the Class E Junior Secured Deferrable Floating Rate Notes due July, 2027 ~~and having the terms as described herein~~ issued pursuant to this Indenture on the Closing Date and (b) on and after the Amendment Date, the Class E-R Notes.

"Class E Periodic Rate Shortfall Amount" means, with respect to the Class E Notes and each Payment Date, so long as any ~~Class X Notes~~, Class A Notes, Class B Notes, Class C Notes or Class D Notes remain Outstanding, any shortfall in the payment of the Periodic Interest Amount due for such Class E Notes on such Payment Date.

"Class E Principal Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y) where (x) is the Principal Coverage Amount on such date, and where (y) is an amount equal to the sum of (1) the Aggregate Principal Amount of the Class A-1-R Notes then Outstanding plus (2) the Aggregate Principal Amount of the Class A-2-R Notes then Outstanding plus (3) the Aggregate Principal Amount of the Class B Notes then Outstanding plus (34) the Aggregate Principal Amount of the Class C Notes then Outstanding plus (45) the Aggregate Principal Amount of the Class D Notes then Outstanding plus (56) the Aggregate Principal Amount of the Class E Notes then Outstanding.

"Class E Principal Coverage Test" means, as of any date of determination after the Ramp-Up End Date, a test which is satisfied when the Class E Principal Coverage Ratio equals or exceeds 104.7[●]%.  
[●]

"Class E-R Notes" means the Class E-R Junior Secured Deferrable Floating Rate Notes due [●] and having the terms as described herein.

"Class X Notes" means the Class X Senior Secured Floating Rate Notes due July, 2027 and having the terms as described herein.

~~"Class X Notes Account" means a single, segregated, non-interest bearing securities account titled "Dryden 38 Class X Notes Account" established by the Trustee pursuant to Section 10.2(e) hereof to which the Trustee shall immediately upon receipt deposit the proceeds received for the Class X Notes and from which on the Calculation Date preceding the first Payment Date, all amounts will be withdrawn and deposited into the Collection Account and treated as Collateral Interest Collections.~~

"Clean-Up Call Redemption" has the meaning specified in Section 9.10(a) hereof.

"Clean-Up Call Redemption Date" means any Business Day on which any Notes are to be redeemed in whole pursuant to Section 9.10 hereof.

"Clean-Up Call Redemption Price" has the meaning specified in Section 9.10(b) hereof.

"Clearing Agency" means an organization registered as a "clearing agency" pursuant to Section 17A of the Exchange Act.

"Clearing Corporation" has the meaning specified in Section 8-102(a)(5) of the UCC.

"Clearing Corporation Security" means a security that is registered in the name of, or endorsed to, a Clearing Corporation or its nominee or is in the possession of the Clearing Corporation in bearer form or endorsed in blank by an appropriate Person.

"Clearstream" means Clearstream Banking, société anonyme, a corporation organized under the laws of the Grand Duchy of Luxembourg.

"Clearstream Security" means a "security" (as defined in Section 8-102(a)(15) of the UCC) that (i) is a debt or equity security and (ii) is capable of being transferred to an Agent Member's account at Clearstream pursuant to the definition of "Deliver" herein, whether or not such transfer has occurred.

"Closing Date" means May 8, 2015.

"Code" means the U.S. Internal Revenue Code of 1986, as amended.

"Co-Issued Notes" means collectively, the ~~Class X Notes, the~~ Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

"Co-Issuer" means Dryden 38 Senior Loan Fund LLC, a Delaware limited liability company, and its permitted successors and assigns.

"Co-Issuers" means the Issuer and the Co-Issuer, collectively.

"Collateral" means the Trust Estate.

"Collateral Administration Agreement" means the Collateral Administration Agreement, dated as of the Closing Date, by and among the Issuer, the Collateral Administrator and the Collateral Manager.

"Collateral Administrator" means the Bank in its capacity as collateral administrator until a successor Person shall have become Collateral Administrator pursuant to the provisions of the Collateral Administration Agreement and, thereafter, "Collateral Administrator" shall mean such successor Person.

"Collateral Coverage Tests" means the Senior Collateral Coverage Tests, the Class C Collateral Coverage Tests, the Class D Collateral Coverage Tests and the Class E ~~Principal~~Collateral Coverage Test.

"Collateral Debt Obligation" means any obligation which, at the time of its purchase or acquisition by the Issuer, is (~~x1~~) a U.S. dollar -denominated Loan (including which may be a DIP Loan and/or a Second Lien Loan) made by a bank or other financial institution (that, on the date of acquisition by the Issuer, is not subordinate in right of payment by its terms to indebtedness of the borrower for borrowed money, trade claims, capitalized leases or other similar obligations); or (~~y2~~) any Participation in a Loan described under the preceding clause (~~x1~~); provided, further, that, in each case, such Collateral Debt Obligation obligation at the time date of the commitment to purchase or acquisition acquire:

- (a) provides for periodic payments of interest thereon in Cash no less frequently than semi-annually and does not permit the deferral or capitalization of payment of interest, unless such security obligation constitutes a Permitted Deferrable Collateral Debt Obligation; provided that no such obligation shall have any such interest in kind

outstanding or shall be deferring interest or paying such interest in kind at the time of its purchase by the Issuer; ~~provided, further, that nothing in this clause (a) shall be construed to prohibit the acquisition of a Purchased Defaulted Obligation or a Swapped Defaulted Obligation pursuant to Section 12.5;~~

- (b) provides for a fixed amount of principal payable in Cash at a price no less than par no later than its stated maturity with no contingency regarding the payment of principal or the amount of any payment of principal;
- (c) is not a Bond, a Lifetime Zero Coupon Obligation, a Letter of Credit, a Defaulted Obligation ~~(other than a Purchased Defaulted Obligation or a Swapped Defaulted Obligation)~~, a Credit Risk Obligation, a Bridge Loan or an Equity Security;
- (d) is not the subject of an Offer (other than an A/B Exchange);
- (e) does not provide for conversion into or exchange for Equity Securities or a Bond;
- (f) ~~(x)~~ is Rated by Moody's (which rating does not have an "sf" subscript) and, unless the Collateral Debt Obligation is a Current Pay Collateral Debt Obligation or a DIP Loan, the obligor has a CFR (or otherwise, if it has no CFR, a Moody's Default Probability Rating) of at least "Caa3" by Moody's and (y) is Rated by S&P (which rating does not have an "f", "r", "p", "pi", "q", "t" or "sf" superscript) and, unless the Collateral Debt Obligation is a Current Pay Collateral Debt Obligation or a DIP Loan, the obligor has an obligor credit rating (or otherwise, if it has no assigned obligor credit rating, an S&P Rating) of at least "CCC-" by S&P;
- (g) is issued by an ~~issuer~~ obligor (i) Domiciled in the United States or any territory thereof (including Puerto Rico) or in a Maritime Jurisdiction, (ii) Domiciled in Canada, so long as Canada has a long term foreign currency rating of at least "Aa3" by Moody's or (iii) Domiciled in any other country with a long-term foreign currency rating of at least "Aa3" by Moody's and at least "AA-" by S&P;
- (h) is not convertible into an obligation or security denominated in a currency other than U.S. dollars;
- (i) when acquired (including the manner of such acquisition), owned or disposed of, will not cause the Issuer to be engaged in a U.S. trade or business for U.S. federal income tax purposes or subject the Issuer to net income tax in the United States; provided that a Collateral Debt Obligation will be treated as satisfying this clause (i) if its acquisition, ownership or disposition satisfies the investment restrictions in Exhibit H hereto;
- (j) has coupon or other payments that are not subject as of the acquisition date to U.S. withholding tax or foreign withholding tax (except with respect to (i) FATCA taxes ~~or~~ (ii) for withholding taxes which may be payable with respect to commitment fees and other similar fees associated with Collateral Debt Obligations constituting Revolving Loans and Delayed Funding Loans or (iii) with respect to amendment, waiver, consent, extension or other similar fees) unless the ~~issuer~~ obligor (and the guarantor, if any) of the

- [security loan](#) is required to make "gross-up" payments that cover the full amount of any such U.S. or foreign withholding tax;
- (k) is Registered;
  - (l) is not an obligation that is subject to a securities lending agreement;
  - (m) other than with respect to any Revolving Loan or Delayed Funding Loan, does not require the Issuer to make future advances or payments under the Underlying Instrument pursuant to which such obligation was issued (exclusive of advances made to protect or preserve rights against the obligor or to indemnify an agent or representative of the lenders pursuant to such Underlying Instrument);
  - (n) ~~does not provide pursuant to its Underlying Instrument for a decrease or step-down in the amount of interest payable on such obligation unless such decrease or step-down is conditioned upon an objective improvement in the creditworthiness of the borrower;~~ [is not a Step-Up Obligation or a Step-Down Obligation](#);
  - (o) is eligible under its Underlying Instrument to be sold, assigned or participated to the Issuer (and such interest of the Issuer is eligible to be sold or assigned by the Issuer and pledged to the Trustee pursuant to this Indenture);
  - (p) would not cause the Issuer, the Co-Issuer or the Trust Estate, upon acquisition thereof, to be required to register under the Investment Company Act;
  - (q) is not an obligation whose repayment is subject to substantial non-credit related risk as determined by the Collateral Manager in its sole judgment;
  - (r) does not constitute Margin Stock;
  - (s) is not a lease or an obligation to pay rent or other amounts under any lease of (or other arrangement conveying the right to use) real or personal property, or a combination thereof;
  - (t) is not a Participation in a loan representing a participation from a counterparty that does not (x) have a long term rating of at least "A2" from Moody's and a short term rating of at least "P-1" from Moody's, and (y) satisfy the Fitch Eligible Counterparty Ratings;
  - (u) is not a Participation in a participation interest;
  - (v) is not a Synthetic Security ~~or a Structured Finance~~, [a Structured Finance Obligation, a Senior Secured Floating Rate Note or a Non-Recourse Obligation](#);
  - (w) is not a unit consisting of a debt obligation and [\(i\) an Equity Security or \(ii\) a Bond](#);
  - (x) is not a Small Obligor Loan;

- (y) if it is a Participation, the Moody's Counterparty Criteria are satisfied with respect to the acquisition thereof; ~~and~~
- (z) is not ~~issued by an issuer~~ an obligation of an obligor Domiciled in Italy, Greece, Portugal or Spain;
- (aa) is purchased at a price at least equal to [60.0]% of its Principal Balance;
- (bb) is not a Long-Dated Obligation; and
- (cc) if it is a Floating Rate Collateral Debt Obligation, it accrues interest at a floating rate determined by reference to (1) the Dollar prime rate, federal funds rate or the London Interbank Offered Rate or (2) a similar interbank offered rate or commercial deposit rate or (3) with notice to Moody's, any other then-customary index.

"Collateral Interest Collections" means, with respect to any Payment Date, the sum (without duplication) of (i) all payments of interest (excluding (x) Purchased Accrued Interest and (y) the aggregate amount of interest received in Cash on any Defaulted Obligation (during the period of time when such Collateral Debt Obligation constitutes a Defaulted Obligation) to the extent the aggregate amount of such payment of interest and other payments received on such Defaulted Obligation does not exceed the Principal Balance of such Defaulted Obligation) in respect of any Collateral Debt Obligation in the Trust Estate which are received during the related Due Period (including any Sale Proceeds representing accrued interest (other than Purchased Accrued Interest) on a Collateral Debt Obligation to the date of sale (except to the extent treated as Collateral Principal Collections at the option of the Collateral Manager)), (ii) the Reinvestment Income, if any, on amounts deposited in the Collection Account which is received during the related Due Period, (iii) all consent payments, amendment and waiver fees, all late payment fees, all commitment fees (including commitment fees received on Unfunded Commitments) and all other fees and commissions received during the related Due Period (other than (x) fees and commissions received during the related Due Period in connection with the purchase of Collateral Debt Obligations, (y) fees and commissions received during the related Due Period with respect to a Defaulted Obligation (during the period of time when such Collateral Debt Obligation constitutes a Defaulted Obligation) to the extent such fees and commissions and other payments received on such Defaulted Obligation do not exceed the Principal Balance of such Defaulted Obligation and (z) fees and commissions received in connection with the reduction of the principal amount of the related Collateral Debt Obligation), (iv) all payments received in cash by the Issuer pursuant to any Hedge Agreements on or prior to the Payment Date (excluding any payments received by the Issuer on or prior to the preceding Payment Date or payments resulting from the termination and liquidation of any Hedge Agreement other than any scheduled payment under such Hedge Agreement which accrued prior to such termination) less any scheduled amounts payable by the Issuer under the Hedge Agreements on or prior to the Payment Date (excluding any payments made by the Issuer on or prior to the preceding Payment Date), provided, that, the calculation in this clause (iv) results in a number greater than zero, (v) any amount transferred from the Interest Reserve Account as Collateral Interest Collections or from the Supplemental Interest Reserve Account on any ~~Payment Date~~ Business Day, (vi) all amounts withdrawn from the Expense Reserve Account on or prior to the second Payment Date designated as Collateral Interest Collections by the



Collateral Manager pursuant to Section 10.2(w), (vii) the Excess Ramp-Up Proceeds, (viii) all amounts withdrawn from the Principal Collection Account after the Ramp-Up End Date and designated as Collateral Interest Collections by the Collateral Manager pursuant to Section 10.2(s), (ix) Further Advances received from the Holders or beneficial owners of the Subordinated Notes and designated by such Holders as Collateral Interest Collections, (x) all call premiums in excess of the higher of the purchase price of such Collateral Debt Obligation and the par amount of such Collateral Debt Obligation; provided that such amounts shall constitute Collateral Principal Collections if, after giving effect to their treatment as Collateral Interest Collections, the Principal Coverage Amount will not exceed the Reinvestment Target Par Amount, (xi) ~~any amounts deposited in the Collection Account from the Class X Notes Account that are net proceeds from the issuance of additional Subordinated Notes and/or Junior Mezzanine Notes that have been~~ designated as Collateral Interest Collections ~~in respect of the related Calculation Date and~~ (xii) by the Collateral Manager with the consent of a Majority of the Subordinated Notes, (xii) if elected by the Collateral Manager, recoveries on Defaulted Obligations (including interest received on Defaulted Obligations and proceeds of Equity Securities and other assets received by the Issuer or any Permitted Subsidiary in lieu of a current or prior Defaulted Obligation or a portion thereof in connection with a workout, restructuring or similar transaction of the obligor thereof), to the extent the aggregate of all recoveries in respect of such Defaulted Obligation (including any Equity Securities received in lieu thereof) exceeds the outstanding principal amount thereof at the time of default (without taking into account any principal reduction resulting from a workout, restructuring or similar transaction of the obligor thereof after such obligation was acquired by the Issuer), (xiii) the Designated Excess Par, if any, and (xiv) the Balance of all Eligible Investments purchased with any of the foregoing.

"Collateral Management Agreement" means the Collateral Management Agreement, dated as of the Closing Date, between the Issuer and the Collateral Manager.

"Collateral Management Fee" means the Base Collateral Management Fee, the Additional Collateral Management Fee and the Incentive Collateral Management Fee, collectively.

"Collateral Manager" means PGIM, Inc. (formerly known as Prudential Investment Management, Inc. (the principal asset management business of Prudential Financial, Inc. of the United States)), in its capacity as collateral manager under the Collateral Management Agreement, until a successor Person shall become collateral manager pursuant to the provisions of the Collateral Management Agreement, and, thereafter, the "Collateral Manager" shall mean such successor Person.

"Collateral Manager Order" and "Collateral Manager Request" means a written order ~~or~~, request or direction, dated and signed in the name of the Collateral Manager by an Authorized Officer of the Collateral Manager; provided that, if the Issuer so elects in an Issuer Order, such order ~~or~~, request or direction of the Collateral Manager may be contained in an Issuer Order or Issuer Request.

"Collateral Principal Collections" means, with respect to any Payment Date, the sum (without duplication) of (i) all payments of principal of, and all Sale Proceeds with respect to, any Collateral Debt Obligation in the Trust Estate other than a Defaulted Obligation

(excluding Sale Proceeds previously reinvested in Collateral Debt Obligations or committed to pay the purchase price of any unsettled purchase of a Collateral Debt Obligation and Sale Proceeds representing accrued interest on a Collateral Debt Obligation to the date of sale (except to the extent (x) applied to the purchase of Substitute Collateral Debt Obligations or (y) treated as Collateral Principal Collections, in each case at the option of the Collateral Manager), but including any Purchased Accrued Interest on a Collateral Debt Obligation to the date of sale and including any prepayments, call premiums and any payments received pursuant to ~~an issuer's~~ tender, exchange, consent or similar solicitation by the obligor (including any Cash received in connection with an A/B Exchange)) which are received during the applicable Due Period, (ii) all payments on, all proceeds of and any Realized Gains received during the related Due Period with respect to the sale of any ~~warrant or Equity Security attached to a Collateral Debt Obligation in the Trust Estate~~ (excluding Sale Proceeds previously reinvested in Collateral Debt Obligations) which are received during the applicable Due Period, (iii) any Cash or Cash equivalents received during the related Due Period in the settlement of any Offer, (iv) any fees and commissions received during the related Due Period in connection with the purchase of a Collateral Debt Obligation, (v) after the Reinvestment Period, any amounts that constitute Collateral Principal Collections received during any prior Due Period and remaining in the Collection Account as Available Funds on such Payment Date, (vi) any portion of the net proceeds from the issuance of the Notes on the Closing Date that remains uninvested in (or uncommitted to the purchase of) Initial Collateral Debt Obligations after the Ramp-Up End Date (other than the Excess Ramp-Up Proceeds), (vii) all amounts paid on, or otherwise received with respect to, a Defaulted Obligation (during the period of time when such Collateral Debt Obligation constitutes a Defaulted Obligation) to the extent that the sum of all amounts received on such Defaulted Obligation does not exceed the Principal Balance of such Defaulted Obligation, (viii) Purchased Accrued Interest, (ix) the Special Redemption Amount, (x) proceeds from the termination, replacement, partial reduction or liquidation of any Hedge Agreement, to the extent such proceeds exceed costs of a replacement Hedge Agreement, (xi) amounts deposited in the Principal Collection Account on the preceding Payment Date in connection with the satisfaction of the Interest Diversion Test to the extent not invested (or committed for investment) in Additional Collateral Debt Obligations, (xii) any amount transferred from the Interest Reserve Account as Collateral Principal Collections [or from the Interest Collection Account (on or prior to the first Payment Date after the Ramp-Up End Date as Pre-Closing Accrued Interest) as Collateral Principal Collections], (xiii) Further Advances received from the Holders or beneficial owners of the Subordinated Notes and designated by such Holders as Collateral Principal Collections, (xiv) all amounts withdrawn from the Expense Reserve Account and not designated as Collateral Interest Collections by the Collateral Manager pursuant to Section 10.2(w), and (xv) any Excess Refinancing Proceeds, (xvi) proceeds on deposit in the Supplemental Interest Reserve Account that are applied as Principal Proceeds pursuant to Section 10.2(m) and (xvii) any other payments received with respect to the Trust Estate not included in Collateral Interest Collections, including payments of principal of Eligible Investments purchased with the proceeds of items (i) to (~~xiv~~xvi) above.

"Collateral Quality Tests" means any of the Average Debt Rating Test, the Weighted Average Life Test, the Diversity Test, the Moody's Minimum Weighted Average Recovery Rate Test and the Minimum Coupon Test.

"Collection Account" means, collectively, the Interest Collection Account and the Principal Collection Account.

"Collections" means, with respect to any Payment Date, the sum of (i) the Collateral Interest Collections collected during the related Due Period and (ii) the Collateral Principal Collections collected during the related Due Period.

"Consent Form" means, (a) in connection with a Restricted Trading Condition, a consent form substantially in the form of Exhibit S hereto, and (b) in connection with a Rating Downgrade Period, a consent form substantially in the form of Exhibit T hereto.

"Controlling Class" means the Holders of (a) the Class A-1-R Notes, so long as any Class A-1-R Notes remain Outstanding, (b) thereafter, the Class A-2-R Notes, so long as any Class A-2-R Notes remain Outstanding, (c) thereafter, the Class B Notes, so long as any Class B Notes remain Outstanding, (e~~d~~) thereafter, the Class C Notes, so long as any Class C Notes remain Outstanding, (e~~c~~) thereafter, the Class D-1 Notes and the Class D-2 Notes (acting together as if they were a single Class) Notes, so long as any Class D Notes remain Outstanding, (e~~f~~) thereafter, the Class E Notes, so long as any Class E Notes remain Outstanding, and (f~~g~~) thereafter, the Subordinated Notes, so long as any Subordinated Notes remain Outstanding. The Class X Notes and the Subordinated Fee Notes will not constitute the Controlling Class at any time.

"Controlling Person" means, in relation to the Issuer, a Person (other than a Benefit Plan Investor) who has discretionary authority or control with respect to the assets of the Issuer or any Person who provides investment advice for a fee (direct or indirect) with respect to such assets, or any Affiliate of any such Person. An "Affiliate" of a Person includes any Person, directly or indirectly through one or more intermediaries, controlling, controlled by or under common control with the Person. For this purpose "control" with respect to a Person other than an individual means the power to exercise a controlling influence over the management or policies of such Person.

"Corporate Trust Office" means the corporate trust office of the Trustee at which the Trustee performs its duties under this Indenture, currently having an address of: (a) for Note transfer purposes and presentment of the Notes for final payment thereon, 111 Fillmore Avenue East, St. Paul, MN 55107, Attention: Corporate Trust Services—Dryden 38 Senior Loan Fund; and (b) for all other purposes, 190 South LaSalle Street, 8th Floor, Chicago, Illinois 60603, Attention: Corporate Trust Services—Dryden 38 Senior Loan Fund, email: steven.illingworth@usbank.com, or any other address the Trustee designates from time to time by notice to the Noteholders, the Collateral Manager, the Issuer, and each Rating Agency, or the principal corporate trust office of any successor Trustee.

"Cov-Lite Loan" means a ~~Senior Secured~~ Loan whose Underlying Instrument (i) does not contain any financial covenants or (ii) requires the borrower to comply with an Incurrence Covenant, but no Maintenance Covenant; provided that a, if the Original Class A-1-R Debt is no longer Outstanding, then any Loan described in clause (i) or (ii) above which contains either a cross-default provision to, or is pari passu with, another loan of the underlying obligor

forming part of the same loan facility that requires the underlying obligor to comply with both an Incurrence Covenant and a Maintenance Covenant, shall be deemed not to be a Cov-Lite Loan.

"Cov-Lite Matrix" means the following matrix:

		<u>Average Debt Rating</u>				
<u>Minimum Senior Secured Loans %</u>	<u>Maximum Second Lien Loans; non-Senior Secured Loans %</u>	<u>Less than or equal to [3200]</u>	<u>Greater than [3200] but less than or equal to [3300]</u>	<u>Greater than [3300] but less than or equal to [3400]</u>	<u>Greater than [3400] but less than or equal to [3500]</u>	<u>Greater than [3500]</u>
<u>[96.000]%</u>	<u>[4.000]%</u>	<u>[95.000]%</u>	<u>[81.250]%</u>	<u>[67.500]%</u>	<u>[53.750]%</u>	<u>[40.000]%</u>
<u>[95.125]%</u>	<u>[4.875]%</u>	<u>[92.500]%</u>	<u>[79.380]%</u>	<u>[66.250]%</u>	<u>[53.130]%</u>	<u>[40.000]%</u>
<u>[94.250]%</u>	<u>[5.750]%</u>	<u>[90.000]%</u>	<u>[77.500]%</u>	<u>[65.000]%</u>	<u>[52.500]%</u>	<u>[40.000]%</u>
<u>[93.375]%</u>	<u>[6.625]%</u>	<u>[87.500]%</u>	<u>[75.630]%</u>	<u>[63.750]%</u>	<u>[51.880]%</u>	<u>[40.000]%</u>
<u>[92.500]%</u>	<u>[7.500]%</u>	<u>[85.000]%</u>	<u>[73.750]%</u>	<u>[62.500]%</u>	<u>51.250%</u>	<u>[40.000]%</u>
<u>Cov-Lite Loan Percentage Limitation</u>						

In connection with determining compliance with clauses [(xxi), (xxiii) and (xxiv)] of the Percentage Limitations relating to Senior Secured Loans, Second Lien Loans and Loans that are not Senior Secured Loans, and Cov-Lite Loans, the Collateral Manager will select a row combination of the Cov-Lite Matrix with written notice to the Trustee (such row, the "Cov-Lite Matrix Row"). On the Amendment Date, the initial Cov-Lite Matrix Row will be the Cov-Lite Matrix Row which provides for a minimum of [96.0]% Senior Secured Loans, a maximum of [4.0]% Second Lien Loans or non-Senior Secured Loans and a maximum [95.0]% Cov-Lite Loans. Thereafter, at any time on written notice to the Trustee (which may be by e-mail), the Collateral Manager may elect a different Cov-Lite Matrix Row so long as the Collateral Debt Obligations comply with the related "Percentage Limitations" (after giving effect to such proposed change in the Cov-Lite Matrix Row). If the Collateral Manager does not notify the Trustee that it will alter the Cov-Lite Matrix Row in the manner set forth above, the Cov-Lite Matrix Row chosen on the Amendment Date will continue to apply.

"Cov-Lite Matrix Row" has the meaning specified in the definition of "Cov-Lite Matrix".

"Credit Improved Criteria" means the criteria that will be met with respect to any Collateral Debt Obligation if:

(a) such Collateral Debt Obligation has been upgraded by at least one rating subcategory by Moody's, Fitch or S&P since it was purchased by the Issuer or has been placed on and is remaining, as of the date of the proposed sale thereof, on a watch list for possible upgrade by Moody's, Fitch or S&P;

(b) such Collateral Debt Obligation changed in price during the period from the date on which it was purchased by the Issuer to the date of determination by a percentage either more positive, or less negative, as the case may be, than the percentage change in the Approved Loan Index, plus 0.25%, over the same period;

(c) the Sale Proceeds (excluding Sale Proceeds that constitute Collateral Interest Collections) of such Collateral Debt Obligation would be at least 101% of its purchase price;

(d) in the case of a Collateral Debt Obligation which is a Floating Rate Collateral Debt Obligation, the spread over the applicable reference rate for such Collateral Debt Obligation has been decreased in accordance with the underlying Collateral Debt Obligation since the date of acquisition;

(e) with respect to a Fixed Rate Collateral Debt Obligation, there has been a decrease in the difference between its yield compared to the yield on the relevant United States Treasury security of more than 7.0% since the date of acquisition;

(f) the ~~projected~~ cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Collateral Manager) of the underlying borrower or other obligor of such Collateral Debt Obligation is expected to be more than 1.15 times the most recent year's cash flow interest coverage ratio; or

(g) a Majority of the Controlling Class consents to treat such Collateral Debt Obligation as a Credit Improved Obligation.

"Credit Improved Obligation" means any Collateral Debt Obligation in the Trust Estate (a) that in the Collateral Manager's reasonable judgment has improved in credit quality or (b) with respect to which one or more Credit Improved Criteria is satisfied; provided, however, that if (x) the rating of the Class A-1-R Notes has been reduced by Moody's or Fitch by one or more rating subcategories from that in effect on the ~~Closing~~Amendment Date or withdrawn by Moody's or Fitch (other than in connection with the repayment in full of the Class A-1-R Notes and unless such rating subsequently has been upgraded or reinstated to at least the rating assigned on the ~~Closing Date~~Amendment Date) or (y) for so long as the Original Class A-1-R Debt is Outstanding, the rating of the Class A-2-R Notes, the Class B Notes or the Class C Notes has been reduced by Moody's or Fitch by two or more rating subcategories from that in effect on the Amendment Date or withdrawn by Moody's or Fitch (other than in connection with the repayment in full of the Class A-2-R Notes, the Class B Notes or the Class C Notes, as applicable), then such Collateral Debt Obligation will be considered a Credit Improved Obligation only if (a) in the Collateral Manager's reasonable judgment such Collateral Debt Obligation has improved in credit quality; and (b) one or more of the Credit Improved Criteria are satisfied with respect to such Collateral Debt Obligation.

"Credit Risk Criteria" means the criteria that will be met with respect to any Collateral Debt Obligation if:

(a) such Collateral Debt Obligation has been downgraded by Moody's, Fitch or S&P by one or more rating subcategories since it was purchased by the Issuer or has been placed on and is remaining, as of the date of the proposed sale thereof, on a watch list for possible downgrade by Moody's, Fitch or S&P since it was acquired by the Issuer;

(b) such Collateral Debt Obligation changed in price during the period from the date on which it was purchased by the Issuer to the date of determination by a percentage either more negative, or less positive, as the case may be, than the percentage change in the Approved Loan Index, less 0.25%, over the same period;

(c) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the spread over the applicable reference rate for such Collateral Debt Obligation has been increased in accordance with the underlying Collateral Debt Obligation since the date of acquisition;

(d) ~~such Collateral Debt Obligation has a projected~~ the cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Collateral Manager) of the underlying borrower or other obligor of such Collateral Debt Obligation ~~of for the most recent fiscal quarter (annualized) was~~ less than ~~1.20~~ 1.0 times, ~~or that is expected to be less than 0.90 times;~~ the most recent fiscal year's cash flow interest coverage ratio;

(e) with respect to a Fixed Rate Collateral Debt Obligation, there has been an increase since the date of acquisition of more than 7.0% in the difference between the yield on such Collateral Debt Obligation and the yield on the relevant United States Treasury security; or

(f) a Majority of the Controlling Class consents to treat such Collateral Debt Obligation as a Credit Risk Obligation.

"Credit Risk Obligation" means any Collateral Debt Obligation in the Trust Estate (a) that, in the Collateral Manager's reasonable judgment, has a significant risk of declining in credit quality or (b) with respect to which one or more of the Credit Risk Criteria is satisfied; provided, however, that if the rating of the Class A-1-R Notes has been reduced by Moody's or Fitch by one or more rating subcategories from that in effect on the Closing Amendment Date or withdrawn by Moody's or Fitch (other than in connection with the repayment in full of the Class A-1-R Notes and unless such rating subsequently has been upgraded or reinstated to at least the rating assigned on the Closing Amendment Date), then such Collateral Debt Obligation will be considered a Credit Risk Obligation only if (a) in the Collateral Manager's reasonable judgment, such Collateral Debt Obligation has a significant risk of declining in credit quality; and (b) one or more of the Credit Risk Criteria are satisfied with respect to such Collateral Debt Obligation.

"Cumulative Periodic Rate Shortfall Amount" means any of the Class C Cumulative Periodic Rate Shortfall Amount, the Class D-~~1~~ Cumulative Periodic Rate Shortfall Amount, the Class D-~~2~~ Cumulative Periodic Rate Shortfall Amount and the Class E Cumulative Periodic Rate Shortfall Amount, individually or collectively, as the context requires.

"Current Pay ~~Security~~Collateral Debt Obligation" means a Collateral Debt Obligation (other than a DIP Loan) (i) (A) as to which a bankruptcy, insolvency or receivership proceeding has been instituted with respect to the ~~issuer or~~ obligor thereof or (B) that, during the Fitch Rating Period only, has a Fitch Rating of "CC" or lower, (ii) which has no interest or principal payments which are due and unpaid, (iii) with respect to which the Collateral Manager has certified to the Trustee in writing that, in the Collateral Manager's reasonable judgment, the ~~issuer or~~ obligor of such Collateral Debt Obligation will continue to make scheduled payments of interest thereon, and (iv) (A) during the Moody's Rating Period only, which has (1) a Moody's Rating no lower than "Caa1" (and if it has a Moody's Rating of "Caa1", is not on credit watch negative for possible downgrade) by Moody's and its Market Value is at least 80% of its Principal Balance or (2) a Moody's Rating no lower than "Caa2" (and if it has a Moody's Rating of "Caa2", is not on credit watch negative for possible downgrade) by Moody's and its Market Value is at least 85% of its Principal Balance (it being agreed that such Market Value shall have been determined without regard to clause (v) of the definition of "Market Value"), (B) with respect to which, if the ~~issuer or~~ obligor thereof is subject to a bankruptcy proceeding, the ~~issuer or~~ obligor thereof has been the subject of an order of a bankruptcy court that permits such ~~issuer or~~ obligor to make the scheduled payments on such Collateral Debt Obligation and (C) which has a Market Value of at least 80% of its Principal Balance (it being agreed that such Market Value shall have been determined without regard to clause (v) of the definition of "Market Value"); provided that, to the extent the Aggregate Principal Amount of Current Pay ~~Securities~~Collateral Debt Obligations exceeds 7.5% of the Aggregate Collateral Balance at any time, such excess over 7.5% will be deemed to constitute Defaulted Obligations; provided, further that, in the event a Moody's Rating has been withdrawn with respect to a Collateral Debt Obligation, the Moody's Rating in effect immediately prior to such withdrawal shall be used for the purposes of clause (iv)(A) of this definition. The Current Pay ~~Securities~~Collateral Debt Obligations (or portion thereof) deemed to constitute such excess shall be the Current Pay ~~Securities~~Collateral Debt Obligations (or portion thereof) with the lowest Market Values (assuming that such Market Value is expressed as a percentage of the principal balance of such Current Pay ~~Securities~~Collateral Debt Obligations).

"Current Portfolio" means, as of any date of determination, the portfolio of Collateral Debt Obligations in the Trust Estate immediately prior to the sale, maturity or other disposition of a Collateral Debt Obligation or immediately prior to the acquisition of a Collateral Debt Obligation, as the case may be.

"Custodial Account" means the custodial account titled "Dryden 38 Custodial Account" established with the Custodian in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties pursuant to Section 10.2(k) hereof.

"Custodian" means U.S. Bank National Association and any successor thereto acting in the capacity of a custodian or, in the event U.S. Bank National Association is no longer acting as Trustee hereunder, such other entity that at the time is acting as successor trustee hereunder.

"Debtor" has the meaning specified in the definition of "DIP Loan".

"Default" means any event or condition the occurrence or existence of which would, with the giving of notice or passage of time or both, become an Event of Default.

"Defaulted Interest" means any interest due and payable in respect of the Senior Notes (or, at any time when no Senior Notes remain Outstanding, the Class C Notes, or, at any time when no Senior Notes or Class C Notes remain Outstanding, the Class D Notes, or, at any time when no Senior Notes, Class C Notes or Class D Notes remain Outstanding, the Class E Notes), in each case, which is not punctually paid or duly provided for in accordance with the Priority of Payments on the applicable Payment Date or on the Stated Maturity Date therefor.

"Defaulted Obligation" means (1) any Collateral Debt Obligation (or portion thereof, in the case of clause (gh) below) as to which: (a) a default as to the payment of principal and/or interest has occurred and is continuing (without regard to any waiver thereof or grace period applicable thereto) with respect to such Collateral Debt Obligation; provided that any such default may continue for a period of up to five Business Days or seven calendar days (whichever is greater) from the date of such default if the Collateral Manager has certified to the Trustee that the payment failure is not due to credit-related reasons, (b) a default has occurred and is continuing with respect to such Collateral Debt Obligation which in the sole judgment of the Collateral Manager will likely result in a default as to the payment of principal and/or interest on such Collateral Debt Obligation, (c) so long as the Original Class A-1-R Debt is Outstanding, such Collateral Debt Obligation has an S&P Rating of "SD" or an S&P Rating of "CC" or lower (or had an S&P Rating of "SD" or "CC" or lower, which S&P Rating has since been withdrawn); provided that a DIP Loan shall not constitute a Defaulted Obligation under this clause (c) notwithstanding any such rating, (d) an act of insolvency or bankruptcy with respect to the obligor of such Collateral Debt Obligation has occurred and is continuing with respect to such Collateral Debt Obligation; provided, however, that neither a Current Pay ~~Security~~Collateral Debt Obligation nor a DIP Loan shall constitute a Defaulted Obligation under this clause (ed) notwithstanding such insolvency or bankruptcy, (de) a payment default as ~~to the payment of the principal and/or interest described in clause (a) above~~ has occurred and is continuing ~~on~~with respect to another obligation of the same obligor which is senior or pari passu in right of payment to such Collateral Debt Obligation, (ef) such Collateral Debt Obligation is a Deferrable Collateral Debt Obligation and (A) it is rated "Baa3" or higher by Moody's (during the Moody's Rating Period) or "BBB-" or higher by S&P (so long as the Original Class A-1-R Debt is Outstanding) and any portion of interest accrued on such Deferrable Collateral Debt Obligation is added to the principal balance of such ~~security~~obligation for a period equal to the lesser of (x) two payment periods and (y) one year or (B) it is rated lower than "Baa3" by Moody's (during the Moody's Rating Period) and, so long as the Original Class A-1-R Debt is Outstanding, lower than "BBB" by S&P, and any portion of interest accrued on such Deferrable Collateral Debt Obligation is added to the principal balance of such ~~security~~obligation for a period equal to the lesser of (x) one payment period and (y) six months, (fg) such Collateral Debt Obligation is a Participation in a loan or other debt security that would, if such loan or other debt security were a Collateral Debt Obligation, constitute a "Defaulted Obligation" under any of the foregoing clauses (a) through (ef) or (gh) through (hj) of this definition or as to which the related Selling Institution (kw) is in default of its obligations under such Participation, (yx) during the Fitch Rating Period, has a Fitch Rating of "D" or "RD" (or had a Fitch Rating of "D" or "RD", which Fitch Rating has since been withdrawn), (y) so long as the Original Class A-1-R Debt is Outstanding, has an S&P Rating of "SD" or an S&P Rating of "CC" or lower (or had an S&P Rating of "SD" or "CC" or



lower, which S&P Rating has since been withdrawn) or (z) has a "probability of default rating" (as assigned by Moody's) of "D" or "LD" during the Moody's Rating Period, (~~gh~~) such Collateral Debt Obligation would otherwise satisfy the definition of "Current Pay ~~Security~~ Collateral Debt Obligation", but the inclusion of it under such definition would cause more than 7.5% of the Aggregate Principal Amount of the Aggregate Collateral Balance to consist of Current Pay ~~Securities, (h)~~ Collateral Debt Obligations, (i) during the Moody's Rating Period, the obligor of such Collateral Debt Obligation has a "probability of default rating" (as assigned by Moody's) of "D" or "LD" or (~~ij~~) during the Fitch Rating Period, the obligor of such Collateral Debt Obligation has a Fitch Rating of "D" or "RD"; provided that, in each case, such obligation will only constitute a "Defaulted Obligation" until such default or event of default has been cured or the relevant circumstances no longer exist and such obligation satisfies the criteria for inclusion of obligations in the Trust Estate described in the definition of "Collateral Debt Obligation" or "Eligible Investment" as applicable to such obligation; or (2) any Specified Deemed Defaulted Obligation. Notwithstanding the foregoing definition, (A) the Collateral Manager may declare any Collateral Debt Obligation to be a Defaulted Obligation if, in the Collateral Manager's sole judgment, the credit quality of the obligor of such Collateral Debt Obligation has significantly deteriorated such that there is a likelihood of payment default and (B) so long as the Original Class A-1-R Debt is Outstanding, a DIP Loan shall constitute a Defaulted Obligation if the issue rating of such DIP Loan by S&P is "D". For the avoidance of doubt, for purposes of this definition references to ratings by Moody's, S&P and ~~by~~ Fitch shall not be derived or "notched" from other ratings of the same Rating Agency or from ratings by another Rating Agency (including, in the case of Moody's, from S&P or Fitch, in the case of S&P, from Moody's or Fitch, and in the case of Fitch, from Moody's) or S&P). Notwithstanding the foregoing, a Current Pay Collateral Debt Obligation shall not constitute a Defaulted Obligation other than to the extent provided in clause (1)(h) of this definition.

"Defaulted Obligation Amount" means, with respect to each Defaulted Obligation in the Trust Estate as of any date of determination, the lesser of (1) the Market Value of such Defaulted Obligation, as determined by the Collateral Manager as of such date of determination and (2) the product of (x) the lesser of (i) the Moody's Recovery Rate for such Defaulted Obligation based upon its Moody's Priority Category and (ii) for so long as the Original Class A-1-R Debt is Outstanding, the S&P Recovery Rate for such Defaulted Obligation and (y) the Principal Balance of such Defaulted Obligation as of such date of determination; provided that, for the first thirty (30) days after a Collateral Debt Obligation (~~other than a Purchased Defaulted Obligation or a Swapped Defaulted Obligation~~) becomes a Defaulted Obligation, the Defaulted Obligation Amount with respect to such Defaulted Obligation shall equal the amount determined pursuant to clause (2) above. For the purposes of the Principal Coverage Tests and the Interest Diversion Test, any Defaulted Obligation held for more than three years shall be deemed to have a Defaulted Obligation Amount of zero.

"Deferrable Collateral Debt Obligation" means a Collateral Debt Obligation (including any Permitted Deferrable Collateral Debt Obligation) that by its terms permits the deferral or capitalization of payment of accrued, unpaid interest.

"Deferrable Notes" means, collectively, the Class C Notes, the Class D Notes and the Class E Notes.

"Definitive Note" means any Note issued in the form of a definitive physical certificate pursuant to Article 2 hereof that is not registered in the name of the Depository.

"Delayed Funding Loans" means Loans which require one or more future advances to be made to the borrower but which, once all such advances have been made, have the characteristics of a term Loan; provided that such Loans shall no longer be considered a Delayed Funding Loan once all such advances have been made.

"Deliver" or "Delivered" (and with correlative meaning "Delivery") means the taking of the following steps:

- (i) in the case of each Certificated Security (other than a Clearing Corporation Security, Euroclear Security or a Clearstream Security), (A) causing the delivery of such Certificated Security to the Custodian registered in the name of the Custodian or endorsed to the Custodian or in blank, (B) causing the Custodian to continuously indicate by book entry such Certificated Security as credited to the relevant Account and (C) causing the Custodian to maintain continuous possession of such Certificated Security;
- (ii) in the case of each Instrument, (A) causing the delivery of such Instrument to the Custodian registered in the name of the Custodian or endorsed to the Custodian or in blank, (B) causing the Custodian to continuously indicate by book entry such Instrument as credited to the relevant Account and (C) causing the Custodian to maintain continuous possession of such Instrument;
- (iii) in the case of each Uncertificated Security (other than a Clearing Corporation Security, Euroclear Security or Clearstream Security), (A) causing such Uncertificated Security to be continuously registered on the books of the issuer thereof to the Custodian and (B) causing the Custodian to continuously indicate by book entry such Uncertificated Security as credited to the relevant Account;
- (iv) in the case of each Clearing Corporation Security, causing (A) the relevant Clearing Corporation to credit such Clearing Corporation Security to a securities account of the Custodian at such Clearing Corporation, (B) the Custodian to continuously indicate by book entry such Clearing Corporation Security as credited to the relevant Account and (C) such Clearing Corporation Security to be (1) continuously registered to the Clearing Corporation or its nominee and (in the case of a Clearing Corporation Security that is a Certificated Security) continuously maintained in the possession of such Clearing Corporation, (2) continuously credited by such Clearing Corporation to the securities account of the Custodian and (3) continuously identified by the Custodian as credited to the relevant Account;
- (v) in the case of each Euroclear Security and Clearstream Security, causing (A) Euroclear or Clearstream, as the case may be, to credit such Euroclear Security or Clearstream Security to the Custodian's client securities account at Euroclear or Clearstream, as the case may be, (B) the Custodian to continuously indicate by

book entry such Euroclear Security or Clearstream Security as credited to the relevant Account and (C) such Euroclear Security or Clearstream Security to be (1) continuously registered to Euroclear or Clearstream, as the case may be, or its nominee and (in the case of a Euroclear Security or Clearstream Security, as the case may be, that is a Certificated Security) continuously maintained in the possession of such Clearing Corporation, (2) continuously identified on the books and records of Euroclear or Clearstream, as the case may be, as credited to the client securities account of the Custodian and (3) continuously identified by the Custodian as credited to the relevant Account;

- (vi) in the case of each Government Security, causing (A) the crediting of such Government Security to a securities account of the Custodian at a Federal Reserve Bank, (B) the Custodian to continuously indicate by book entry such Government Security as credited to the relevant Account, (C) the continuous crediting of such Government Security to a securities account of the Custodian at such Federal Reserve Bank and (D) the continuous identification of such Government Security by the Custodian as credited to the relevant Account;
- (vii) in the case of each Financial Asset not covered by the foregoing clauses (i) through (vi), causing the transfer of such Financial Asset to the Custodian in accordance with applicable law and regulation and causing the Custodian to continuously credit such Financial Asset to the relevant Account;
- (viii) in the case of each general intangible (including any participation that is not, or the debt underlying which is not, evidenced by an Instrument or Certificated Security), (A) causing the registration of [the security interests granted under](#) this Indenture in the Register of Mortgages and Charges of the Issuer [maintained](#) at the Issuer's registered office in the Cayman Islands and (B) causing a UCC financing statement, naming the Issuer as debtor and the Trustee as secured party, to be filed with the Recorder of Deeds of the District of Columbia;
- (ix) in the case of any Deposit Account, causing the institution where such Deposit Account is maintained to (i) continuously identify in its books and records the security interest of the Trustee in such Deposit Account and (ii) agree that it will comply with instructions issued by the Trustee with respect to the disposition of funds held in such Deposit Account without further consent of the Issuer;
- (x) in the case of Cash, causing the Custodian to (A) credit such amounts to the relevant Account and (B) treat such Cash as a Financial Asset; and
- (xi) in all cases, the filing of an appropriate financing statement naming the Issuer as debtor and the Trustee as secured party in the appropriate filing office in accordance with the Uniform Commercial Code as in effect in any relevant jurisdiction.

Any Delivery shall include the taking of such steps as are necessary to ensure that all payments with respect to any item of the Trust Estate shall be made directly to the Trustee or to the Custodian for credit to an Account.

"Deposit Account" has the meaning defined in Section 9-102(a)(29) of the UCC.

"Depository" means The Depository Trust Company, its nominees and their respective successors.

"Designated Excess Par" has the meaning specified in Section 9.4(k) hereof.

"Designated Maximum Average Debt Rating" means the Designated Maximum Average Debt Rating ~~listed in the table set forth in (and~~ set forth in the applicable "row/column combination" (or the linear interpolation between two adjacent rows and/or two adjacent columns, as applicable) of the Asset Quality Matrix selected by the Collateral Manager as provided in) the definition of "Average Debt Rating Test".

"Designated Minimum Diversity Score" means the applicable Designated Minimum Diversity Score ~~listed in the table set forth in (and~~ set forth in the applicable "row/column combination" (or the linear interpolation between two adjacent columns) of the Asset Quality Matrix selected by the Collateral Manager as provided in) the definition of "Average Debt Rating Test".

"DIP Loan" means any interest in a loan or financing facility explicitly rated by Moody's (during the Moody's Rating Period only) (including any estimated rating or any "point in time" rating by Moody's) that is acquired directly by way of assignment (i) which is an obligation of a debtor in possession as described in § 1107 of the Bankruptcy Law or a trustee (if appointment of such trustee has been ordered pursuant to § 1104 of the Bankruptcy Law) (a "Debtor") organized under the laws of the United States or any state therein and (ii) the terms of which have been approved by an order of a United States Bankruptcy Court, a United States District Court or any other court of competent jurisdiction, the enforceability of which order is not subject to any pending contested matter or proceeding (as such terms are defined in the Federal Rules of Bankruptcy Procedure) and which order provides that: (a) such DIP Loan is secured by liens on the Debtor's otherwise unencumbered assets pursuant to § 364(c)(2) of the Bankruptcy Law; or (b) such DIP Loan is secured by liens of equal or senior priority on property of the Debtor's estate that is otherwise subject to a lien pursuant to § 364(d) of the Bankruptcy Law; or (c) such DIP Loan is secured by junior liens on the Debtor's encumbered assets (so long as such DIP Loan is fully secured based upon a current valuation or appraisal report); or (d) if the DIP Loan or any portion thereof is unsecured, the repayment of such DIP Loan retains priority over all other administrative expenses pursuant to § 364(c)(1) of the Bankruptcy Law. Any notices of restructurings and amendments received by the Issuer or the Trustee in connection with the Issuer's ownership of a DIP Loan shall be delivered promptly to the Rating Agencies.

"Discount-Adjusted Spread" means, with respect to all Purchased Below-Par Securities Collateral Debt Obligations (excluding any Defaulted Obligation and the aggregate amount of Unfunded Commitments) ~~is, the lesser of (a) the sum of the numbers obtained by dividing the spread (determined in accordance with the definition of Effective Spread) of each~~

~~Purchased Below-Par Security by the Purchase Price (expressed as a percentage of Purchased Below-Par Collateral Debt Obligation Spreads of all such Purchased Below-Par Security) and multiplying the resulting number by the Principal Balance of such Purchased Below-Par Security Collateral Debt Obligations~~ and (b) (x) the Average Effective Spread of all Purchased Below-Par ~~Securities~~ Collateral Debt Obligations plus 0.50% multiplied by (y) the Principal Balance of all Purchased Below-Par ~~Securities~~ Collateral Debt Obligations.

"Discretionary Sale" has the meaning ~~set forth~~ specified in Section 12.1(a)(iii) hereof.

"Distressed Exchange" means ~~an Offer relating to, in connection with any Collateral Debt Obligation (or one or more Defaulted Obligations (or to one or more obligations received in a previous Distressed Exchange)), an Offer or other debt restructuring has occurred, as reasonably determined by the Collateral Manager, pursuant to which the obligor of such Collateral Debt Obligation (or Defaulted Obligation) has issued to the holders of such Collateral Debt Obligation (or Defaulted Obligation) a security or obligation or package of securities or obligations that, in the sole judgment of the Collateral Manager, amounts to a diminished financial obligation or which has the purpose of helping the issuer of such Collateral Debt Obligation (or Defaulted Obligation) to avoid default.~~

"Diversity Score Table" means the table attached hereto as Schedule C.

"Diversity Test" means, on any date of determination, a test that is satisfied if (i) the Total Diversity Score of the Collateral Debt Obligations in the Trust Estate as of such date of determination is equal to or greater than the Designated Minimum Diversity Score ~~in effect on such date as determined in accordance with the definition of "Average Debt Rating Test"~~ or (ii) the Moody's Rating Period has ended.

"Domicile" or "Domiciled" means with respect to an ~~issuer of, or~~ obligor with respect to; a Collateral Debt Obligation:

(a) except as provided in ~~clause~~ clauses (b) and (c) below, its country of organization; or

(b) if it is organized in a Tax Jurisdiction, unless the Collateral Manager elects to determine its Domicile pursuant to clause (a) above by written notice to the Collateral Administrator, the country in which, in the Collateral Manager's good faith estimate, a substantial portion of its operations are located or from which a substantial portion of its revenue is derived, in each case directly or through subsidiaries (which shall be any jurisdiction and country known at the time of designation by the Collateral Manager to be the source of the majority of revenues, if any, of such issuer or obligor); or

(c) if its payment obligations in respect of such Collateral Debt Obligation are guaranteed by a Person or entity (in a guarantee agreement with such person or entity, which guarantee agreement complies with Moody's then-current criteria with respect to guarantees) that is organized in the United States, then the United States.

"DTC" means the Depository Trust Company, its nominees and their respective successors.

"Due Date" means each date on which a distribution is due on a Pledged Obligation.

"Due Period" means, with respect to any Payment Date, the period beginning on and including the day following the last day of the immediately preceding Due Period (or, in the case of the Due Period that is applicable to the Initial Payment Date, beginning on the Closing Date) and ending (a) at the close of business on the last calendar day of the month immediately preceding the month in which such Payment Date occurs (or, for the last Due Period, ending at the close of business on the day preceding the Final Maturity Date) and (b) in the case of the final Due Period preceding an Optional Redemption in whole of the Notes or a Clean-Up Call Redemption on a date that is not a Payment Date, on the Business Day preceding the Redemption Date. Amounts that would otherwise have been payable in respect of a Collateral Debt Obligation on the last day of a Due Period, but for such day not being a designated business day in the related underlying instruments of such Collateral Debt Obligation, shall be considered included in collections received during such Due Period.

"Effective Date Moody's Condition" has the meaning specified in Section 9.9 hereof.

"Effective Date Report" has the meaning specified in Section 9.9 hereof.

"Effective Spread" means, with respect to any Floating Rate Collateral Debt Obligation (excluding Defaulted Obligations and only the portion of any Deferrable Collateral Debt Obligation which is currently deferring interest or paying such interest in kind), (i) if such Floating Rate Collateral Debt Obligation bears interest at a rate consisting of a spread plus a London interbank offered rate (a "LIBOR Rate"), the then-current per annum rate at which it pays interest in excess of the LIBOR Rate in effect as of such time on such Floating Rate Collateral Debt Obligation; provided, that, if such Floating Rate Collateral Debt Obligation utilizes a minimum LIBOR Rate (the "LIBOR Floor") for the purposes of calculating interest due on such Floating Rate Collateral Debt Obligation (the "LIBOR Floor Obligation") and the LIBOR Floor is in effect, then such asset shall have an Effective Spread equivalent to (a) the spread of such asset plus (b) the LIBOR Floor minus (c) the then-current LIBOR rate in effect with respect to the Secured Notes or (ii) if such Floating Rate Collateral Debt Obligation bears interest based on a non-London interbank offered rate based floating rate index, the Effective Spread shall be the then-current base rate applicable to such Floating Rate Collateral Debt Obligation (or, if such Floating Rate Collateral Debt Obligation utilizes a minimum interest rate index for the purposes of calculating interest due on such Floating Rate Collateral Debt Obligation (the "Floor Rate") and such Floor Rate is in effect, the then-current Floor Rate applicable to such Floating Rate Collateral Debt Obligation) plus the rate at which such Floating Rate Collateral Debt Obligation pays interest in excess of such base rate minus the then-current LIBOR rate in effect with respect to the Secured Notes, which number may be less than zero.

~~"Effective U.S. FATCA Agreement" means an agreement described in Code section 1471(b) that the Issuer enters into with the IRS.~~ Eligible EU Retainer" means an entity

which qualifies as an "originator", "sponsor" or "original lender" as defined in, and for purposes of compliance with, the EU Requirements.

"Eligible Institution" means a corporation, association or trust company organized and doing business under the laws of the United States or of any state thereof, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least U.S.\$200,000,000 (or the equivalent in any other currency), being subject to supervision or examination by Federal or state authority, and that (i) has a long-term counterparty risk assessment rating of at least "Baa3(cr)" or if such entity has no long-term counterparty risk assessment rating, a long-term senior debt rating of at least "Baa3" by Moody's (and if rated "Baa3" by Moody's, such rating is not on watch for possible downgrade), (ii) satisfies the Fitch Eligible Counterparty Ratings and (iii) has an office within the United States.

"Eligible Investment" means (a) Cash, or (b) any U.S. United States dollar -denominated investment that, at the time it is acquired by or delivered to the Trustee ~~under this Indenture,~~(directly or through an intermediary or bailee), (x) matures (or may be put at par to the obligor thereof) not later than the earlier of (A) the date that is 60 days after the date of acquisition or delivery thereof, and (B) the Business Day immediately preceding the Payment Date immediately following the date of delivery, and (y) is both a "cash equivalent" for purposes of the rights and assets in paragraph (c)(8)(i)(B) of the exclusions from the definition of "covered fund" in the Volcker Rule and is one or more of the following obligations or securities including investments for which the Bank or an Affiliate of the Bank provides services and receives compensation therefor:

- ~~(a)~~ ~~Cash;~~~~(b)~~ (A) direct Registered obligations (1) of the United States of America or (2) the timely payment of principal ~~of~~ and interest on which is fully and expressly guaranteed by ~~the United States of America~~ and (B) Registered obligations (1) of 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 or (2) the timely payment of principal of and interest on which is fully and expressly guaranteed by such an agency or instrumentality, in each case if such agency or instrumentality has the Eligible Investment Required Ratings;
- ~~(e)~~(ii) demand and time deposits in, ~~and~~ certificates of deposit of, trust accounts with bankers' acceptances issued by, or federal funds sold by, ~~(i) the Bank or its Affiliates or (ii) any other~~ 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, so long as, ~~in each case of clause (i) and (ii) above, the commercial paper and/or other~~ the commercial paper (other than Asset-backed Commercial Paper) and/or the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution or trust company in a holding company system, the commercial paper or debt obligations of such depository holding company if such holding company is the guarantor for such institution or trust company pursuant to a guarantee which satisfies the then-current guarantee criteria of the Rating Agencies) at the time of such

investment or ~~the~~ contractual commitment providing for such investment have the Eligible Investment Required Ratings;

- (d) ~~non-extendible commercial paper or other short term obligations (other than Asset backed Commercial Paper) having at the time of such investment the Eligible Investment Required Ratings; and (e) (iii)~~ money market funds ~~registered under the Investment Company Act and~~ domiciled outside of the United States; which funds have, at all times, credit ratings of "Aaa-mf" by Moody's and either the highest credit rating assigned by Fitch ("AAAmf") to the extent rated by Fitch or otherwise the highest credit rating assigned by ~~another NRSRO (two~~ other ~~than~~ NRSROs (one of which may be Moody's);

provided, however, that (i) such investments shall be held until maturity (or may be put at par to the obligor thereof) except as otherwise specifically provided herein; (ii) the acquisition (including the manner of such acquisition), ownership, enforcement and disposition of such investment will not cause the Issuer to be engaged in a trade or business within the United States for U.S. federal income tax purposes or to be subject to any tax in any jurisdiction outside the Issuer's jurisdiction of incorporation; and (ii) ~~no payments with respect to such investments or proceeds of disposition~~ Eligible Investments shall not include (a) any interest-only security, any security purchased at a price in excess of 100% of the par value thereof or any security whose repayment is subject to substantial non-credit related risk as determined in the sole judgment of the Asset Manager, (b) any security whose rating assigned by S&P includes a "f," "r," "p," "pi," "q," "sf" or "t" subscript or whose rating assigned by Moody's includes an "sf" subscript, (c) any security that is subject to an Offer, (d) any other security that is an asset the payments on which are subject to withholding taxes by any jurisdiction tax (other than withholding taxes imposed under FATCA taxes) if owned by the Issuer unless the payor issuer or obligor or other Person (and guarantor, if any) is required to make "gross-up" payments that cover the full amount of any such withholding tax on an after tax basis; provided, further, that such investments shall be held until maturity (or may be put at par to the obligor or issuer thereof) except as otherwise specifically provided herein and such maturity (or date on which such investment may be put to the obligor or issuer thereof) shall be the earlier of (i) 60 days following acquisition by the Issuer and (ii) the Business Day prior to the Payment Date related to such Due Period, unless such obligations or securities are issued by the Trustee in its capacity as a banking institution, in which event such investments may mature on such Payment Date; provided, further, that none of the foregoing obligations or securities shall constitute Eligible Investments if (i) it bears interest at a floating rate unless such floating rate is calculated as a major interest rate index (as determined by the Collateral Manager in its sole discretion) plus a fixed spread, (ii) such investment is purchased at a price in excess of 100% of par or (iii) such investment has a principal amount due at maturity that varies; provided, further, that notwithstanding the foregoing clauses (a) through (e), Eligible Investments may not include the obligations and securities referred to in clause (d) above unless the Issuer and the Collateral Manager have received (x) the written advice of counsel of national reputation experienced in such matters (together with an Officer's Certificate of the Issuer or the Collateral Manager to the Trustee (on which the Trustee may rely) that the advice specified in this definition has been received by the Issuer and the Collateral Manager) and (y) the consent of a Majority of the Controlling Class, that such obligations or securities constitute cash equivalents for purposes of the rights and assets in paragraph (c)(8)(i)(B) of the exclusions from the definition of "covered fund" for purposes of the Voleker Rule; and provided,



~~further, that notwithstanding the foregoing clauses (a) through (e), Eligible Investments may only include obligations or securities that constitute cash equivalents for purposes of the rights and assets in paragraph (c)(8)(i)(B) of the exclusions from the definition of "covered fund" for purposes of the Volcker Rule; and provided, further, that Eligible Investments may include Eligible Investments for which the Bank or an Affiliate of the Bank or the Trustee provides services and receives compensation~~ taxes, (e) any security secured by real property or (f) any Structured Finance Obligation.

"Eligible Investment Required Ratings" means (i) during the Moody's Rating Period, with respect to Moody's, a long-term credit rating of at least "A2" (and not on credit watch for downgrade) or a short-term credit rating of "P-1" (and not on credit watch for downgrade) or such other rating as satisfies the Moody's Rating Condition and (ii) during the Fitch Rating Period, with respect to Fitch, a long-term credit rating of at least "AA-" (and not on credit watch for downgrade) and a short-term credit rating of "F1+" (and not on credit watch for downgrade); or, if it has no short-term credit rating by Fitch, it must have a long-term credit rating of at least "AA-" (and not on credit watch for downgrade) or, if it has no long-term credit rating by Fitch, it must have a short-term credit rating of at least "F1+" (and not on credit watch for downgrade).

"Enforcement Event" means a declaration of acceleration (including any automatic acceleration) of the maturity of the Notes has occurred following an Event of Default, which shall continue unless (x) such Event of Default has been cured or waived and (y) such declaration of acceleration has been rescinded or annulled as provided in Section 5.2.

"Entitlement Holder" has the meaning specified in Section 8-102(a)(7) of the UCC.

"Equity Security" means any security that does not require periodic payments of interest at a stated coupon rate or the repayment of principal at a stated maturity date and any other security that does not, at the time of acquisition by the Issuer, satisfy the definition of a Collateral Debt Obligation or an Eligible Investment.

"Equity Security Requirements" means a requirement that is satisfied with respect to any Equity Security if such Equity Security (i) does not cause the Issuer to be a 10% Shareholder of the issuer of ~~the Collateral Debt Obligation~~ such Equity Security and (ii) when acquired (including the manner of acquisition), owned or disposed of, will not cause the Issuer to be engaged in a U.S. trade or business for U.S. federal income tax purposes, will not subject the Issuer to net income tax in the United States and will not subject the Issuer to tax under Section 897 or 1445 of the Code.

"Equivalent Unit Score" has the meaning specified in the definition of "Total Diversity Score".

"ERISA" means the United States Employee Retirement Income Security Act of 1974, as amended.

"ERISA Restricted Definitive Note" means ~~an~~any ERISA Restricted Note issued in the form of a Definitive Note.

"ERISA Restricted Notes" means the Class E Notes, the Subordinated Fee Notes and the Subordinated Notes.

"EU Requirements" means requirements relating to risk retention and due diligence as provided under EU Regulation 575/2013, EU Directive 2011/61/EU (as supplemented by EU Regulation 231/2013) and EU Directive 2009/138/EC (as supplemented by EU Regulation 2015/35), together with any technical standards, guidance, implementing regulations or delegated regulations relating thereto and in each case as the same may be amended and/or superseded from time to time.

"Euroclear" means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

"Euroclear Security" means a "security" (as defined in Section 8-102(a)(15) of the UCC) that (i) is a debt or equity security and (ii) is capable of being transferred to an Agent Member's account at Euroclear, whether or not such transfer has occurred.

"Euronext Dublin" means The Irish Stock Exchange plc trading as Euronext Dublin.

"Event of Default" means any of the events of default set forth in Section 5.1 of this Indenture.

~~"Excepted Industry" means the Moody's Industry Classification Groups identified as (i) "CORP—Retail," (ii) "CORP—Services: Business" or (iii) "CORP—Healthcare & Pharmaceuticals."~~"Event of Default O/C Test" has the meaning specified in Section 5.1(d) hereof.

"Excepted Property" means (i) the U.S.\$250 transaction fee paid to the Issuer in consideration of the issuance of the Notes, (ii) the funds attributable to the issuance and allotment of the Issuer's Ordinary Shares or the bank account in the Cayman Islands in which such funds and the U.S.\$250 fee referred to in clause (i) of this definition are deposited (and any interest thereon), (iii) the membership interests of the Co-Issuer, (iv) any Equity Security that is Margin Stock and (v) the proceeds of any of the property described in clauses (i) through (iv) of this definition. Assets described in clauses (i), (ii) and (iii) above, and the proceeds thereof, are not available for distributions to Noteholders.

"Exception" has the meaning specified in the last paragraph of the definition of "Percentage Limitations."

"Excess Par Amount" means the amount, as of any date of determination, equal to the greater of (a) zero and (b) the excess of (i) the Aggregate Collateral Balance (including any Excess Refinancing Proceeds) over (ii) the Reinvestment Target Par Amount; provided that Defaulted Obligations shall be treated as having a Principal Balance equal to the Defaulted Obligation Amount.

"Excess Ramp-Up Proceeds" means, if the Target Initial Par Condition is satisfied and a Ramp-Up Rating Confirmation occurs, a portion of the funds in the Unused Proceeds Account and/or the Principal Collection Account (other than funds in such Accounts, if any, (i) required to settle commitments to purchase Collateral Debt Obligations, or (ii) required to be included in clause (iii) or (iv) of the definition of Target Initial Par Condition in order to satisfy such condition) designated by the Collateral Manager, which, provided that the Ramp-Up Interest Deposit Restriction is satisfied, shall be applied by the Issuer as Collateral Interest Collections on or prior to the second Payment Date.

"Excess Refinancing Proceeds" means the amount (if any) of Refinancing Proceeds remaining after payment of the Redemption Price of the Secured Notes and the Refinancing Expenses incurred in connection with the Refinancing.

"Exchange Act" means the United States Securities Exchange Act of 1934, as amended.

"Exchange Instruction" means exchange instructions substantially in the form of Exhibit G hereto.

~~"Exchange Transaction" has the meaning set forth in Section 12.5 hereof.~~

~~"Exchanged Defaulted Obligation" has the meaning set forth in Section 12.5 hereof.~~

"Exchanged Equity Security" means any Equity Security received by the Issuer in exchange for a Collateral Debt Obligation, ~~Equity Security~~ or a portion thereof in connection with an insolvency, bankruptcy, reorganization, debt restructuring or workout of the issuer thereof; provided that for purposes of the Volcker Rule, such Equity Security constitutes a security received in lieu of debts previously contracted with respect to a loan or loans included in the Trust Estate.

"Executive Order 13224" has the meaning ~~set forth~~specified in Section 2.5(k)(~~xiii~~xi) hereof.

"Exercise Notice" has the meaning ~~set forth~~specified in Section 9.12(c) hereof.

~~"Expected Recovery Rate" means a recovery rate for a Defaulted Obligation or a Swapped Defaulted Obligation as determined by the Collateral Manager in its reasonable judgment.~~

"Expected Sale Proceeds" means the sum of the expected proceeds of sale (directly or by sale of participation or other disposition) of each Pledged Obligation as measured by the Market Value of such Pledged Obligation.

"Expense Cap" has the meaning ~~set forth~~specified in Section 11.1(a)(i) hereof.

"Expense Reserve Account" means a single, segregated, non-interest bearing securities account titled "Dryden 38 Expense Reserve Account" established with the Custodian in

the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties pursuant to Section 10.2(w) hereof.

"FATCA" means U.S. FATCA and analogous provisions of non-U.S. law (including the OECD Standard for Automatic Exchange of Financial Account Information – Common Reporting Standard).

"Fee Basis Amount" means an amount equal for (a) the first Payment Date to the Aggregate Collateral Balance as of the last day of the related Due Period and (b) any other Payment Date (or other relevant date) to the Aggregate Collateral Balance on the first day of the related Due Period.

"Final Maturity Date" means, with respect to any Class of Notes, the Stated Maturity Date with respect to such Class of Notes or such earlier date on which accrued but unpaid interest on (if applicable), and the Aggregate Principal Amount of, such Class is paid in full, including any such payment in full in connection with a Principal Prepayment, a Special Redemption, an Optional Redemption, a Clean-Up Call Redemption or a Ramp-Up Confirmation Failure.

"Financial Asset" has the meaning specified in Section 8-102(a)(9) of the UCC.

"First Lien Last Out Loan" means a senior secured loan that, prior to a default with respect to such loan, is entitled to receive payments pari passu with other senior secured loans of the same obligor, but following a default becomes fully subordinated to other senior secured loans of the same obligor and is not entitled to any payments until such other senior secured loans are paid in full.

"Fitch" means Fitch Ratings, Inc. and any successor in interest.

"Fitch Eligible Counterparty Ratings" means, with respect to an institution, investment or counterparty, a short-term credit rating of at least "F1" ~~and~~or a long-term credit rating of at least "A" by Fitch.

"Fitch Rating" has the meaning specified in Exhibit R.

"Fitch Rating Condition" means, with respect to any action taken or to be taken by or on behalf of the Issuer during the Fitch Rating Period, a condition that is satisfied if Fitch has confirmed in writing, including electronic messages, facsimile, press release, posting to its internet website, or other means then considered industry standard (or has declined to undertake the review of such action by such means) to the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager that no immediate withdrawal or reduction with respect to its then current rating of any Class of Secured Notes will occur as a result of such action; provided, that the satisfaction of the Fitch Rating Condition will not be required (a) if any Class of Secured Notes which is Outstanding is not rated by Fitch on the date of such action, (b) if Fitch makes a public announcement or informs the Issuer, the Collateral Manager or the Trustee that it believes the Fitch Rating Condition is not required with respect to an action, (c) Fitch communicates to the Issuer, the Collateral Manager or the Trustee (or their counsel) that it will not review such event or circumstance for purposes of evaluating whether to confirm the then-current ratings (or

initial ratings) of the Secured Notes, or (d) with respect to amendments requiring unanimous consent of all Holders of Notes, such Holders have been advised prior to consenting that the current ratings of the Secured Notes may be reduced or withdrawn as a result of such amendment.

"Fitch Rating Period" means the period during which the Class A-1-R Notes or the Class A-2-R Notes are Outstanding and are then rated by Fitch.

"Fixed Rate Collateral Debt Obligation" means any Collateral Debt Obligation which bears interest at a fixed rate (excluding any Unfunded Commitments).

"Floating Rate Collateral Debt Obligation" means any Collateral Debt Obligation which bears interest at a floating rate.

"Floor Rate" has the meaning specified in the definition of "Effective Spread".

"FRB" means the Board of Governors of the Federal Reserve System.

"Further Advances" means any additional amounts contributed by a Holder or beneficial owner of the Subordinated Notes on any Business Day, for the benefit of all Noteholders (with written notice to the Collateral Administrator, the Collateral Manager and the Trustee), to the Principal Collection Account as Collateral Principal Collections or the Interest Collection Account as Collateral Interest Collections, which amounts shall ~~only~~ be required to be repaid only in accordance with the Priority of Payments and which amounts may be used, at the written direction of the contributing Holder or beneficial owner of Subordinated Notes, ~~to:~~ (i) to purchase additional Collateral Debt Obligations, (ii) to satisfy a failing Collateral Coverage Test or the Interest Diversion Test, (iii) to cure a Ramp-Up Confirmation Failure or (iv) for any other purposes contemplated by this Indenture (including, without limitation, Section 2.9 or to pay expenses of a Refinancing or a Re-Pricing); ~~provided, that, unless the consent of a Supermajority of the Controlling Class is obtained, that~~ Further Advances ~~(1) may not be made to cure or prevent for the occurrence of a Default or an Event of Default and (2) may be made only if the purpose of satisfying a failing Senior Principal Coverage Test, Class C Principal Coverage Test, Class D Principal Coverage Test or Class E Principal Coverage Test is satisfied after giving effect thereto; provided, further, that Holders of Subordinated Notes that contribute Further Advances must hold their interest in (or, if applicable, exchange their interest for) Subordinated Notes in the form of a Definitive Note.~~ pursuant to clause (ii) above shall be in an amount greater than or equal to U.S.\$1,000,000.

"German Investment Tax Act" has the meaning specified in Section 7.19(b) hereof.

"Global ERISA Restricted Note" means any Regulation S Global ERISA Restricted Note or Rule 144A Global ERISA Restricted Note.

"Global Exchange Market" means the multilateral trading facility (as defined in Directive 2014/65/EU on markets in financial instruments) of Euronext Dublin.

"Global Notes" means the Regulation S Global Notes and Rule 144A Global Notes, collectively.

"Global Rating Condition" means the Moody's Rating Condition is satisfied and, during the Fitch Rating Period, Fitch is notified of such event or circumstance at least five Business Days (or, if Fitch agrees to less than five Business Days' notice, such lesser period) prior to the occurrence of such event or circumstance.

"Government Security" means a security (other than a security issued by the Government National Mortgage Association) issued or guaranteed by the United States of America or an agency or instrumentality thereof representing a full faith and credit obligation of the United States of America and, with respect to each of the foregoing, that is maintained in book-entry form on the records of the FRB.

"Grant" means to grant, bargain, sell, warrant, alienate, remise, demise, release, convey, assign, transfer, mortgage, pledge, create and grant a security interest in and right of setoff against, deposit, set over and confirm. A Grant of the Pledged Obligations or of any other instrument, shall include all rights, powers and options (but none of the obligations) of the granting party thereunder, including the immediate continuing right to claim, collect and receive principal and interest payments in respect of the Pledged Obligations, and all other Money payable thereunder, to give and receive notices and other communications, to make waivers or other agreements, to exercise all rights and options, to bring Proceedings in the name of the granting party or otherwise and generally to do and receive anything that the granting party is or may be entitled to do or receive thereunder or with respect thereto.

"Gross Fixed Rate Excess" means, as of any date of determination, an amount equal to the product of (a) the greater of zero and the excess, if any, of the Weighted Average Fixed Rate Coupon for such date over ~~6.50%~~the then applicable minimum threshold specified in clause (i) of the "Minimum Coupon Test" definition and (b) the aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations (excluding any Defaulted Obligations) in the Trust Estate as of such date; provided that, for purposes of calculating the Gross Fixed Rate Excess, such calculation will be made without reference to clause (iv) of the definition of Weighted Average Fixed Rate Coupon.

"Gross Spread Excess" means, as of any date of determination, an amount equal to the product of (a) the excess, if any, of the Weighted Average Spread for such date over the Weighted Average Spread percentage ~~corresponding to the~~for the "row/column combination" of the Asset Quality Matrix applicable ~~Designated Maximum Average Debt Rating~~ on such date of determination as provided ~~in the matrix contained~~ in the definition of "Average Debt Rating Test" and (b) the aggregate Principal Balance of all Floating Rate Collateral Debt Obligations (excluding any Defaulted Obligations) in the Trust Estate as of such date; provided that, for purposes of calculating the Gross Spread Excess, such calculation will be made without reference to clause (v) of the definition of Weighted Average Spread.

"Hedge Agreement" means any interest rate protection agreement (including, without limitation, any cap agreement, basis swap or timing swap) or foreign exchange derivative agreement entered into by the Issuer at any time on or after the Closing Date in accordance with

this Indenture, the terms of which relate to the Collateral Debt Obligations or the Notes and which reduce the interest rate or foreign exchange risks related to the Collateral Debt Obligations or the Notes.

"Hedge Counterparty" means any hedge counterparty to a Hedge Agreement that satisfies the Global Rating Condition.

"Hedge Counterparty Collateral Account" means any non-interest bearing securities account designated as the Hedge Counterparty Collateral Account established by the Trustee pursuant to Section 16.1(c).

"Holder" means a Secured Noteholder, a Subordinated Noteholder or a Subordinated Fee Noteholder, as the context requires.

"Holder AML Obligations" means information and documentation, and any updates, replacement or corrections of such information or documentation, requested by the Issuer (or their agent, as applicable) to be provided by the holders or beneficial owners of a Security to the Issuer (or their agent, as applicable) that may be required for the Issuer to achieve AML Compliance.

"Holder Proposed Re-Pricing Rate" has the meaning specified in Section 9.12(b) hereof.

"Holder Purchase Request" has the meaning specified in Section 9.12(b) hereof.

"Incentive Collateral Management Fee" means a fee equal to 20.0% of the Collateral Interest Collections available for distribution under clause (xxvi) of the Interest Priority of Payments and Collateral Principal Collections available for distribution under clause (xxi) of the Principal Priority of Payments on and after the Payment Date on which the Subordinated Notes issued on the Closing Date have received an Internal Rate of Return (which Internal Rate of Return shall include Subordinated Fee Note Payment Amounts and Subordinated Fee Note Make-Whole, if any, distributed in respect of the Subordinated Fee Notes) of 12.0% (calculated from the Closing Date to and including such Payment Date).

"Incurrence Covenant" means a covenant by the borrower to comply with one or more financial covenants only upon the occurrence of certain actions of the borrower including, but not limited to, a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

"Indenture" means this indenture as originally executed and as may be supplemented or amended from time to time pursuant to the applicable provisions hereof.

"Independent" means, when used with respect to any specified Person, such a Person who (a) does not have and is not committed to acquire any direct financial interest or any material indirect financial interest in either of the Co-Issuers, in the Collateral Manager or in an Affiliate of either of the Co-Issuers or the Collateral Manager and (b) is not connected with either of the Co-Issuers, the Collateral Manager or any Affiliate of either of the Co-Issuers or the Collateral Manager as an officer, employee, promoter, trustee, partner, director or person

performing similar functions (other than by virtue of acting as independent manager). Notwithstanding the foregoing, "Independent" when used with respect to any accountant shall include an accountant who audits the books of such Person if in addition to satisfying the criteria set forth above the accountant is independent with respect to such Person within the meaning of Rule 101 of the Code of Ethics of the American Institute of Certified Public Accountants. Whenever it is provided herein that any Independent Person's opinion or certificate shall be furnished to the Trustee, such Person shall be appointed by Issuer Order, and such opinion or certificate shall state that the signer has read this definition and that the signer is Independent within the meaning thereof. Notwithstanding anything herein to the contrary, neither the Initial Purchaser nor any of its Affiliates shall be considered not to be "Independent" as result of its acting as Initial Purchaser.

"Industry Diversity Score" has the meaning specified in the definition of "Total Diversity Score".

"Information Agent" has the meaning specified in Section 14.4 hereof.

"Information Agent Address" has the meaning specified in Section 14.4 hereof.

"Initial Collateral Debt Obligations" means the Collateral Debt Obligations listed in Schedule A hereto as of the Closing Date and the Collateral Debt Obligations purchased during the Ramp-Up Period.

"Initial Payment Date" means October 7, 2015.

"Initial Purchaser" means, with respect to (a) the Notes issued on the Closing Date, Morgan Stanley & Co. LLC, in its capacity as Initial Purchaser of the Notes such Notes under the Purchase Agreement and (b) the Refinancing Notes issued on the Amendment Date, BNP Paribas Securities Corp. in its capacity as Initial Purchaser of such Refinancing Notes under the Refinancing Purchase Agreement.

"Instrument" has the meaning specified in Section 9-102(a)(47) of the UCC.

"Interest Collection Account" means a single, segregated, non-interest bearing securities account titled "Dryden 38 Interest Collection Account" established by the Trustee pursuant to Section 10.2(a) hereof to be held in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties into which all Collateral Interest Collections with respect to the Collateral Debt Obligations shall be deposited.

"Interest Coverage Amount" means, with respect to each Due Period ~~relating to any Payment Date after the second Payment Date~~, an amount equal to (without duplication) (a) the amount received in Cash as Collateral Interest Collections during such Due Period and (without duplication) Scheduled Distributions representing Collateral Interest Collections for such Due Period and all payments due on or prior to the related Payment Date to the Issuer under any Hedge Agreement (excluding any payments received by the Issuer on or prior to the preceding Payment Date or payments resulting from the termination and liquidation of any Hedge Agreement other than any scheduled payment under such Hedge Agreement which accrued prior to such termination), minus (b) all payments due on or prior to the related Payment



Date to any Hedge Counterparty under any Hedge Agreement (excluding, for the purposes of the Senior Interest Coverage Test only, any payments by the Issuer resulting from the termination and liquidation of any Hedge Agreement other than any scheduled payment under such Hedge Agreement which accrued prior to such termination), minus (c) the amount expected to be payable as Aggregate Fees and Expenses on the Payment Date relating to such Due Period (provided that in no event shall the amount in this clause (c) exceed the sum of (i) taxes, filing fees and registration fees (if any) payable by the Co-Issuers, (ii) the Expense Cap and (iii) the Base Collateral Management Fee payable to the Collateral Manager); provided that for purposes of calculating the Interest Coverage Amount as of any date of determination (i) Scheduled Distributions representing Collateral Interest Collections (x) subject to clause (z), shall not include any amount of interest scheduled to be received on Defaulted Obligations, Equity Securities or Deferrable Collateral Debt Obligations that paid interest in kind during the prior Due Period, as applicable (but will include amounts representing Collateral Interest Collections actually received in Cash on Equity Securities, Deferrable Collateral Debt Obligations or Defaulted Obligations to the extent amounts received on Defaulted Obligations constitute Collateral Interest Collections), or any amount of interest or dividend of which the Collateral Manager has actual knowledge will not be received in Cash, (y) shall not include distributions in such Due Period with respect to a Collateral Debt Obligation which, in accordance with its terms, has an outstanding deferred interest balance, unless (1) such Collateral Debt Obligation paid all interest then currently due in Cash on its immediately preceding payment date (plus any deferred interest and interest due on such deferred interest, if any) and (2) the Collateral Manager believes such Collateral Debt Obligation will not defer interest or make a payment "in kind" on its next succeeding payment date and (z) shall not include any amount of interest scheduled to be received on any Defaulted Obligation until and to the extent the aggregate amount of interest and other payments received on any such Defaulted Obligation (during the period of time when such Collateral Debt Obligation constitutes a Defaulted Obligation) exceeds the Principal Balance of such Defaulted Obligation and (ii) Scheduled Distributions representing interest income on floating rate Collateral Debt Obligations and Eligible Investments shall be calculated using the interest rate applicable thereto as of the date of determination to the extent the interest thereon for future periods has not been determined as of such date of determination.

"Interest Coverage Tests" means, collectively, the Senior Interest Coverage Test, the Class C Interest Coverage Test ~~and~~, the Class D Interest Coverage Test and the Class E Interest Coverage Test.

"Interest Diversion Test" means a test that will be satisfied as of the Calculation Date relating to any Payment Date after the Ramp-Up End Date if the Interest Diversion Test Ratio is at least ~~105.7~~[●]% as of such date.

"Interest Diversion Test Ratio" means, as of any date of determination, the ratio of (x) to (y), where (x) is the Principal Coverage Amount on such date, and where (y) is an amount equal to the sum of the Aggregate Principal Amount of the Secured Notes (~~other than the Class X Notes~~) then Outstanding.

"Interest Priority of Payments" has the meaning ~~set forth~~specified in Section 11.1(a) hereof.

"Interest Reserve Account" means a single, segregated, non-interest bearing securities account titled "Dryden 38 Interest Reserve Account" established with the Custodian in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties pursuant to Section 10.2(l) hereof.

"Internal Rate of Return" means, with respect to each Payment Date and the Subordinated Notes issued on the Closing Date, the annualized internal rate of return (computed using the "XIRR" function in Microsoft® Excel or an equivalent function in another software package and based on the assumption that (x) the Subordinated Notes issued on the Closing Date will have been purchased for U.S.\$45,568,000 and (y) any additional Notes that are Subordinated Notes will be counted at their purchase price at the time of their issuance) on the outstanding investment in the Subordinated Notes as of the current Payment Date, after giving effect to (A) all payments made or to be made in respect of the Subordinated Notes through such Payment Date and (B) all distributions of Subordinated Fee Note Payment Amounts and Subordinated Fee Note Make-Whole, if any, made or to be made in respect of the Subordinated Fee Notes through such Payment Date as if such distributions on the Subordinated Fee Notes had been made as distributions on the Subordinated Notes.

"Intervening Event" means, with respect to any Trading Plan, the prepayment of any Collateral Debt Obligation included in such Trading Plan or any change in any characteristic of any Collateral Debt Obligation (or the ~~issuer or~~ obligor thereof) relevant to any Reinvestment Criteria, in each case to the extent beyond the Issuer's or the Collateral Manager's control, so long as no other Collateral Debt Obligation included in such Trading Plan has become a Defaulted Obligation since the first day of the related Trading Plan Period.

"Intex" has the meaning specified in Section 10.4(a) hereof.

"Investment Company Act" means the United States Investment Company Act of 1940, as amended from time to time.

"Investor Directed Securities" means Notes held by an account ~~over~~with respect to which ~~either (i) neither~~ the Collateral Manager ~~or~~ ~~nor any~~ Affiliate thereof ~~either (i) does not have~~has discretionary voting authority or (ii) if the Collateral Manager or ~~such an~~ Affiliate thereof has discretionary voting authority, the investor or investors in such account (or a representative of such investor or investors ~~which that~~ is not the Collateral Manager or an Affiliate of the Collateral Manager) direct the Collateral Manager or such Affiliate in the exercise of the rights of the Notes in the case of a request, demand, authorization, direction, notice, consent, objection or waiver under this Indenture or the Collateral Management Agreement for which Notes held by the Collateral Manager or such Affiliate would otherwise be excluded, disregarded or deemed not to be Outstanding.

"IRS" means the United States Internal Revenue Service.

"Issuer" means Dryden 38 Senior Loan Fund, an exempted company incorporated with limited liability under the laws of the Cayman Islands, and its permitted successors and assigns.

"Issuer Order" and "Issuer Request" means (i) a written order ~~or~~ request or direction dated and signed in the name of the Issuer or the Co-Issuer (which written order or direction may be a standing order) by an Authorized Officer of the Issuer or Co-Issuer, as applicable, or, to the extent permitted in this Indenture or the Collateral Management Agreement, by an Authorized Officer of the Collateral Manager on behalf of the Issuer, or (ii) an order ~~or~~ request or direction provided in an e-mail by an Authorized Officer of the Issuer or the Co-Issuer, or by an Authorized Officer of the Collateral Manager on behalf of the Issuer, in each case except to the extent that the Trustee requests a written order.

"Junior Class" means, with respect to any specified Class of Notes, each Class of Notes that is subordinated to such Class, as indicated in Section 2.3 hereof.

"Junior Mezzanine Notes" has the meaning specified in Section 2.16(a) hereof.

"Letter of Credit" means a ~~U.S. dollar denominated~~ facility whereby (i) a fronting bank ("LOC Agent Bank") issues or will issue a ~~U.S. dollar denominated~~ letter of credit for or on behalf of a borrower pursuant to an Underlying Instrument, (ii) in the event that the letter of credit is drawn upon and the borrower does not reimburse the LOC Agent Bank, the lender/participant is obligated to fund its portion of the facility and (iii) the LOC Agent Bank passes on (in whole or in part) the fees and any other amounts it receives for providing the letter of credit to the lender/participant. The lender/participant may or may not be obligated to collateralize its funding obligations to the LOC Agent Bank.

"LIBOR" has the meaning determined pursuant to Section 2.11 hereof.

"LIBOR Banking Day" means a day on which commercial banks are open for business (including dealings in foreign currency deposits) in London.

"LIBOR Determination Date" has the meaning defined in Section 2.11(a) hereof.

"LIBOR Floor" has the meaning specified in the definition of "Effective Spread".

"LIBOR Floor Obligation" has the meaning specified in the definition of "Effective Spread".

"Lien" means any lien, mortgage, charge, encumbrance, adverse claim, security interest, hypothecation or other security device or arrangement of any kind or nature whatsoever.

"Lifetime Zero Coupon Obligation" means any obligation the terms of which provide for repayment of a stated principal amount at a stated maturity date but which do not provide for periodic payments of interest in Cash at any time while such ~~security~~obligation is outstanding.

"Loan" means any ~~Secured Loan or any~~obligation for the payment of borrowed money that is documented by a term loan agreement, revolving loan agreement or other similar agreement and which is a Secured Loan or an Unsecured Loan.

"Loan Funding Account" means the segregated, non-interest bearing securities account titled "Dryden 38 Loan Funding Account" established by the Trustee pursuant to Section 10.2(d) hereof to which all Revolving Loan Deposits will be credited and from which all Unfunded Commitments on Revolving Loans, ~~or~~ or Delayed Funding Loans ~~or Letters of Credit~~ will be funded.

"LOC Agent Bank" has the meaning specified in the definition of "Letter of Credit".

"Long-Dated Obligation" means any Collateral Debt Obligation that matures after the Stated Maturity Date ~~of the Notes~~.

"Maintenance Covenant" means a covenant by the borrower to comply with one or more financial covenants during each reporting period, whether or not it has taken any specified action.

"Majority" means, with respect to any Class or Classes of Notes, as the case may be, the Holders of more than 50% of the Aggregate Principal Amount of the Outstanding Notes of such Class or Classes.

"Margin Stock" has the meaning provided in Regulation U of the FRB.

"Maritime Jurisdiction" means (i) Australia, the Bahamas, Bermuda, the Cayman Islands, Norway or (ii) upon the satisfaction of the Global Rating Condition and with the consent of not less than a Majority of the Controlling Class, any other jurisdiction; provided that, such country has a foreign currency rating of at least "Aa3" by Moody's at the time of purchase of the related Maritime Jurisdiction Obligation.

"Maritime Jurisdiction Obligation" means ~~an obligation, other than a Structured Finance~~ Collateral Debt Obligation, the obligor in respect of which ~~the issuer thereof~~ (i) is organized in a Maritime Jurisdiction and (ii) is determined by the Collateral Manager to be in the shipping industry and to have (or whose relevant obligations are guaranteed by an entity that the Collateral Manager has determined to have) at least 60% (by reference to the latest available consolidated financial statements) of (A) its business operations or (B) its assets primarily responsible for generating its revenue located in (1) the United States of America, (2) Canada, Australia, the Netherlands, the United Kingdom, Austria, Belgium, Denmark, Finland, France, Germany, Iceland, Ireland, Liechtenstein, Luxembourg, Norway, Spain, Sweden, Switzerland, Greece, Italy and Portugal (so long as, in each case, at the time of the acquisition by the Issuer, the foreign currency rating of such country is rated at least "AA-" by Fitch and at least "Aa3" by Moody's) or (3) upon the satisfaction of the Global Rating Condition and with the consent of not less than a Majority of the Controlling Class, any other jurisdiction.

"Market Value" means, with respect to any Collateral Debt Obligation, either:

- (i) the product of the principal amount and the average of the bid price value determined by the Loan Pricing Corporation, Mark-It Partners Inc., Interactive Data Corporation or any other nationally recognized pricing service that is

Independent of the Collateral Manager and of which notice of the use thereof has been provided to Moody's and Fitch;

- (ii) if any such service is not available or applicable, then the product of the principal amount and the average of at least three firm bids obtained from dealers (that are Independent of the Collateral Manager and Independent of each other) that the Collateral Manager determines to be reasonably representative of the Collateral Debt Obligation's current market value and reasonably reflective of current market conditions;
- (iii) if only two such bids can be obtained, then the product of the principal amount and the lower of such two bids shall be the Market Value of the Collateral Debt Obligation;
- (iv) if only one such bid can be obtained, then the product of the principal amount and such bid shall be the Market Value of the Collateral Debt Obligation; ~~and/or~~
- (v) if no such bids can be obtained, then the Market Value of such Collateral Debt Obligation shall be:

(A) if the Collateral Manager is registered as an investment adviser under the Advisers Act, the outstanding principal amount of such Collateral Debt Obligation multiplied by the lesser of (x) 70% of par and (y) the market value (expressed as a percentage) of such Collateral Debt Obligation as determined by the Collateral Manager consistent with the procedures used by the Collateral Manager to determine the market value for assets included in other funds managed by the Collateral Manager or

(B) if the Collateral Manager is not registered as an investment adviser under the Advisers Act, the outstanding principal amount of such Collateral Debt Obligation multiplied by the least of (x) 70% of par, (y) its Moody's Recovery Rate and (z) its fair market value (expressed as a percentage of par) determined by the Collateral Manager;

provided that, if the Collateral Manager believes, in its commercially reasonable judgment, that a Market Value determined pursuant to the foregoing is too high, the Collateral Manager may determine, in its commercially reasonable judgment, an alternative lower Market Value; provided, further, that, so long as the Collateral Manager is not registered as an investment adviser under the Advisers Act, if the Market Value of a Collateral Debt Obligation cannot be calculated in accordance with any of subclauses (i) through (iv) above for a period of 30 consecutive days, then from the 31st such consecutive day until the first day on which the Market Value of such Collateral Debt Obligation can be calculated in accordance with any of subclauses (i) through (iv) above, the Market Value of such Collateral Debt Obligation shall be deemed to be zero.

"Maturity" means, with respect to any Note, the date on which all unpaid principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity Date or by declaration of acceleration, call for redemption or otherwise.

"Maturity Extension" means, with respect to any Collateral Debt Obligation, any exchange that would extend the stated maturity date of such Collateral Debt Obligation.

"Maximum Weighted Average Life" means, as of any date of determination, the number of years listed in the following table which corresponds to such date of determination:

<u>As of any date of determination occurring during the period below</u>	<u>Weighted Average Life (in years)</u>
<u>From and including the Amendment Date to and including the first Payment Date after the Amendment Date</u>	<u>[9]</u>
<u>From but excluding the first Payment Date after the Amendment Date to and including the second Payment Date after the Amendment Date</u>	<u>[8.75]</u>
<u>From but excluding the second Payment Date after the Amendment Date to and including the third Payment Date after the Amendment Date</u>	<u>[8.50]</u>
<u>From but excluding the third Payment Date after the Amendment Date to and including the fourth Payment Date after the Amendment Date</u>	<u>[8.25]</u>
<u>From but excluding the fourth Payment Date after the Amendment Date to and including the fifth Payment Date after the Amendment Date</u>	<u>[8.00]</u>
<u>From but excluding the fifth Payment Date after the Amendment Date to and including the sixth Payment Date after the Amendment Date</u>	<u>[7.75]</u>
<u>From but excluding the sixth Payment Date after the Amendment Date to and including the seventh Payment Date after the Amendment Date</u>	<u>[7.50]</u>
<u>From but excluding the seventh Payment Date after the Amendment Date to and including the eighth Payment Date after the Amendment Date</u>	<u>[7.25]</u>
<u>From but excluding the eighth Payment Date after the Amendment Date to and including the ninth Payment Date after the Amendment Date</u>	<u>[7.00]</u>
<u>From but excluding the ninth Payment Date after the Amendment Date to and including the tenth</u>	<u>[6.75]</u>

<u>As of any date of determination occurring during the period below</u>	<u>Weighted Average Life (in years)</u>
<u>Payment Date after the Amendment Date</u>	
<u>From but excluding the tenth Payment Date after the Amendment Date to and including the eleventh Payment Date after the Amendment Date</u>	<u>[6.50]</u>
<u>From but excluding the eleventh Payment Date after the Amendment Date to and including the twelfth Payment Date after the Amendment Date</u>	<u>[6.25]</u>
<u>From but excluding the twelfth Payment Date after the Amendment Date to and including the thirteenth Payment Date after the Amendment Date</u>	<u>[6.00]</u>
<u>From but excluding the thirteenth Payment Date after the Amendment Date to and including the fourteenth Payment Date after the Amendment Date</u>	<u>[5.75]</u>
<u>From but excluding the fourteenth Payment Date after the Amendment Date to and including the fifteenth Payment Date after the Amendment Date</u>	<u>[5.50]</u>
<u>From but excluding the fifteenth Payment Date after the Amendment Date to and including the sixteenth Payment Date after the Amendment Date</u>	<u>[5.25]</u>
<u>From but excluding the sixteenth Payment Date after the Amendment Date to and including the seventeenth Payment Date after the Amendment Date</u>	<u>[5.00]</u>
<u>From but excluding the seventeenth Payment Date after the Amendment Date to and including the eighteenth Payment Date after the Amendment Date</u>	<u>[4.75]</u>
<u>From but excluding the eighteenth Payment Date after the Amendment Date to and including the nineteenth Payment Date after the Amendment Date</u>	<u>[4.50]</u>
<u>From but excluding the nineteenth Payment Date after the Amendment Date to and including the twentieth Payment Date after the Amendment Date</u>	<u>[4.25]</u>
<u>From but excluding the twentieth Payment Date</u>	<u>[4.00]</u>

<u>As of any date of determination occurring during the period below</u>	<u>Weighted Average Life (in years)</u>
<u>after the Amendment Date to and including the twenty-first Payment Date after the Amendment Date</u>	
<u>From but excluding the twenty-first Payment Date after the Amendment Date to and including the twenty-second Payment Date after the Amendment Date</u>	<u>[3.75] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-second Payment Date after the Amendment Date to and including the twenty-third Payment Date after the Amendment Date</u>	<u>[3.50] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-third Payment Date after the Amendment Date to and including the twenty-fourth Payment Date after the Amendment Date</u>	<u>[3.25] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-fourth Payment Date after the Amendment Date to and including the twenty-fifth Payment Date after the Amendment Date</u>	<u>[3.00] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-fifth Payment Date after the Amendment Date to and including the twenty-sixth Payment Date after the Amendment Date</u>	<u>[2.75] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-sixth Payment Date after the Amendment Date to and including the twenty-seventh Payment Date after the Amendment Date</u>	<u>[2.50] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-seventh Payment Date after the Amendment Date to and including the twenty-eighth Payment Date after the</u>	<u>[2.25] or, if the Original Class A-1-R Debt is no</u>



<u>As of any date of determination occurring during the period below</u>	<u>Weighted Average Life (in years)</u>
<u>Amendment Date</u>	<u>longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-eighth Payment Date after the Amendment Date to and including the twenty-ninth Payment Date after the Amendment Date</u>	<u>[2.00] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the twenty-ninth Payment Date after the Amendment Date to and including the thirtieth Payment Date after the Amendment Date</u>	<u>[1.75] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the thirtieth Payment Date after the Amendment Date to and including the thirty-first Payment Date after the Amendment Date</u>	<u>[1.50] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the thirty-first Payment Date after the Amendment Date to and including the thirty-second Payment Date after the Amendment Date</u>	<u>[1.25] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the thirty-second Payment Date after the Amendment Date to and including the thirty-third Payment Date after the Amendment Date</u>	<u>[1.00] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the thirty-third Payment Date after the Amendment Date to and including the thirty-fourth Payment Date after the Amendment Date</u>	<u>[0.75] or, if the Original Class A-1-R Debt is no longer Outstanding, [4.00]</u>
<u>From but excluding the thirty-fourth Payment Date after the Amendment Date to and including the thirty-fifth Payment Date after the</u>	<u>[0.50] or, if the Original Class A-1-R Debt is no</u>

<u>As of any date of determination occurring during the period below</u>	<u>Weighted Average Life (in years)</u>
<u>Amendment Date</u>	<u>longer Outstanding. [4.00]</u>
<u>From but excluding the thirty-fifth Payment Date after the Amendment Date to and including the thirty-sixth Payment Date after the Amendment Date</u>	<u>[0.25] or, if the Original Class A-1-R Debt is no longer Outstanding. [4.00]</u>
<u>On any date after the thirty-sixth Payment Date after the Amendment Date</u>	<u>[0.0] or, if the Original Class A-1-R Debt is no longer Outstanding. [4.00]</u>

"MCSL" means Maples Compliance Services (Cayman) Limited, a company incorporated in the Cayman Islands with its principal office at PO Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands.

"Minimum Coupon Test" means a test that will be satisfied as of any date of determination if (i) the Weighted Average Fixed Rate Coupon as of such date, if the Issuer holds any Fixed Rate Collateral Debt Obligations as of such date, equals or exceeds 7.5[6.5]% and (ii) the Weighted Average Spread as of such date equals or exceeds (x) the Weighted Average Spread percentage ~~corresponding to the~~ for the "row/column combination" of the Asset Quality Matrix applicable ~~Designated Maximum Average Debt Rating~~ on such date of determination as provided in the matrix contained in the definition of "Average Debt Rating Test" minus (y) the WAS Recovery Rate Modifier; provided that the Weighted Average Spread percentage referred to in clause (x) above, minus the WAS Recovery Rate Modifier referred to in clause (y) above, shall be at least equal to 2.0%[●]%. For the avoidance of doubt, if the Issuer does not hold any Fixed Rate Collateral Debt Obligations on the applicable date of determination, then clause (i) of the Minimum Coupon Test shall be deemed to be satisfied.

"Money" has the meaning specified in Section 1-201(24) of the UCC.

"Monthly Report" has the meaning specified in Section 10.5(a) hereof.

"Moody's" means Moody's Investors Service, Inc. or any successors thereto.

"Moody's Counterparty Criteria" means with respect to any Participation proposed to be acquired by the Issuer, criteria that will be met if immediately after giving effect to such acquisition, (x) the percentage of the Aggregate Collateral Balance that consists in the aggregate

of Participations with Selling Institutions that have the same or a lower Moody's credit rating does not exceed the "Aggregate Percentage Limit" set forth below for such Moody's credit rating and (y) the percentage of the Aggregate Collateral Balance that consists in the aggregate of Participations with any single Selling Institution that has the Moody's credit rating set forth below or a lower credit rating does not exceed the "Individual Percentage Limit" set forth below for such Moody's credit rating:

<b>Moody's credit rating of Selling Institution</b>	<b>Individual Percentage Limit</b>	<b>Aggregate Percentage Limit</b>
Aaa	20%	20%
Aa1	10%	20%
Aa2	10%	20%
Aa3	10%	15%
A1	5%	10%
A2 and P-1 (both)	5%	5%
A2	0%	0%
A3 (or below)	0%	0%

"Moody's Default Probability Rating" means, with respect to any Collateral Debt Obligation as of any date of determination, the rating determined as follows:

(a) if such Collateral Debt Obligation is a DIP Loan, the Moody's Derived Rating set forth in clause (a) in the definition thereof;

(b) with respect to a Collateral Debt Obligation, if the obligor of such Collateral Debt Obligation has a CFR, then such CFR;

(c) with respect to a Collateral Debt Obligation, if not determined pursuant to clause (a) or (b) above, if the obligor of such Collateral Debt 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;

(d) with respect to a Collateral Debt Obligation if not determined pursuant to clauses (a), (b) or (c) above, if the obligor of such Collateral Debt 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;

(e) with respect to a Collateral Debt Obligation, if not determined pursuant to clauses (a), (b), (c) or (d) above, if a rating estimate has been assigned to such Collateral Debt 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";

(f) with respect to a Collateral Debt Obligation if not determined pursuant to any of clauses (a) through (e) above and at the election of the Collateral Manager, the Moody's Derived Rating; and

(g) with respect to a Collateral Debt Obligation if not determined pursuant to any of clauses (a) through (f) above, the Collateral Debt Obligation will be deemed to have a Moody's Default Probability Rating of "Caa3."

"Moody's Derived Rating" means, with respect to a Collateral Debt Obligation whose Moody's Rating or Moody's Default Probability Rating is determined as the Moody's Derived Rating thereof, the rating as determined in the manner set forth below:

(a) With respect to any DIP Loan, the Moody's Rating or Moody's Default Probability Rating of such Collateral Debt Obligation shall be the rating which is one subcategory below the facility rating (whether public or private) of such DIP Loan.

(b) If not determined pursuant to clause (a) above, then by using any one of the methods provided below:

(A) pursuant to the table below:

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

(B) if such Collateral Debt 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~~ Parallel Security"), then the rating of such ~~parallel security~~ Parallel Security will at the election of the Collateral Manager be determined in accordance with the table set forth in subclause (b)(A) 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 Debt Obligation will be determined in accordance with the methodology set forth in the following table (for such purposes treating the ~~parallel security~~ Parallel Security as if it were rated by Moody's at the rating determined pursuant to this subclause (b)(B)):

<b>Obligation Category of Rated Obligation</b>	<b>Rating of Rated Obligation</b>	<b>Number of Subcategories Relative to Rated Obligation Rating</b>
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

or

(C) if such Collateral Debt Obligation is a DIP Loan, no Moody's Derived Rating may be determined based on a rating by S&P or any other rating agency.

(c) If not determined pursuant to clauses (a) or (b) above and such Collateral Debt Obligation is not rated by Moody's or S&P and no other security or obligation of the ~~issuer~~ obligor of such Collateral Debt 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~~ obligor of such Collateral Debt Obligation to assign a rating or rating estimate with respect to such Collateral Debt Obligation but such rating or rating estimate has not been received, pending receipt of such estimate, the Moody's Derived Rating of such Collateral Debt 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 Amount of Collateral Debt Obligations determined pursuant to this clause (c)(i) and clause (a) above does not exceed 5% of the Aggregate Principal Amount of the Collateral Debt Obligations or (ii) otherwise, "Caa1."

"Moody's Group Country" means any Moody's Group I Country, Moody's Group II Country, Moody's Group III Country or Moody's Group IV Country.

"Moody's Group I Country" means any of the following countries: Australia, the Netherlands, the United Kingdom and any country subsequently determined by Moody's to be a Moody's Group I Country.

"Moody's Group II Country" means any of the following countries: Germany, Ireland, Sweden, Switzerland and any country subsequently determined by Moody's to be a Moody's Group II Country.

"Moody's Group III Country" means any of the following countries: Austria, Belgium, Denmark, Finland, France, [Iceland,] Liechtenstein, Luxembourg, Norway and any country subsequently determined by Moody's to be a Moody's Group III Country.

"Moody's Group IV Country" means any of the following countries: Singapore, Japan and any country subsequently determined by Moody's to be a Moody's Group IV Country.

"Moody's Industry Classification Group" means any of the Moody's industrial classification groups set forth in Schedule B hereto and any such classification groups that may be subsequently established by Moody's and provided by the Collateral Manager or Moody's to the Trustee.

"Moody's Minimum Weighted Average Recovery Rate Test" means, on any date of determination, a test that will be satisfied if the Moody's Weighted Average Recovery Rate equals or exceeds 46.5[.]%. The Moody's Minimum Weighted Average Recovery Rate Test will apply only during the Moody's Rating Period.

"Moody's Priority Category" means any of the categories set forth in the definition of "Moody's Weighted Average Recovery Rate" under the caption "Moody's Priority Category".

"Moody's Rating" means:

- (i) with respect to a Collateral Debt Obligation that is a Senior Secured Loan:
  - (A) if such Collateral Debt Obligation has an Assigned Moody's Rating, such Assigned Moody's Rating;
  - (B) if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has a CFR, then the Moody's rating that is one subcategory higher than such CFR;
  - (C) if neither clause (A) nor (B) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt 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;
  - (D) if none of clauses (A) through (C) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and
  - (E) if none of clauses (A) through (D) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3"; and

Loan: (ii) With respect to a Collateral Debt Obligation other than a Senior Secured

(A) if such Collateral Debt Obligation has an Assigned Moody's Rating, such Assigned Moody's Rating;

(B) if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt 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;

(C) if neither clause (A) nor (B) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt Obligation has a CFR, then the Moody's rating that is one subcategory lower than such CFR;

(D) if none of clauses (A), (B) or (C) above apply, if such Collateral Debt Obligation does not have an Assigned Moody's Rating but the obligor of such Collateral Debt 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;

(E) if none of clauses (A) through (D) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and

(F) if none of clauses (A) through (E) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3".

"Moody's Rating Condition" means, with respect to any event or any action that is proposed to be taken by the Issuer or another Person requiring satisfaction of the Moody's Rating Condition, a condition that is satisfied when Moody's has confirmed ~~in writing~~, including electronic messages, facsimile, press release, posting to its internet website, or other means then considered industry standard (or has waived the review of such action by such means) to the Issuer, the Trustee and the Collateral Manager, that no immediate reduction or withdrawal with respect to the then-current rating by Moody's of any Class of Secured Notes rated by it on the Amendment Date will occur as a result of such event or action; provided, that the satisfaction of the Moody's Rating Condition will not be required (a) if ~~no~~any Class of Secured Notes which is Outstanding is then not rated by Moody's ~~or~~on the date of such action, (b) if the Moody's Rating Condition is deemed inapplicable pursuant to Section ~~14.14~~14.14, (c) if Moody's makes a public announcement or informs the Issuer, the Collateral Manager or the Trustee that it believes the Moody's Rating Condition is not required with respect to an action, (d) Moody's communicates to the Issuer, the Collateral Manager or the Trustee (or their counsel) that it will not review such event or circumstance for purposes of evaluating whether to confirm the then-current ratings (or

initial ratings) of the Secured Notes rated by it on the Amendment Date, (e) with respect to amendments requiring unanimous consent of all Holders of Notes, such Holders have been advised prior to consenting that the current ratings of the Secured Notes rated by Moody's may be reduced or withdrawn as a result of such amendment, or (f) if the Issuer (or the Collateral Manager on its behalf) has confirmed to the Trustee that satisfaction of the Moody's Rating Condition has been requested from Moody's at least three separate times during a 15 Business Day period and Moody's has either not made any response to such requests or has not indicated in response to any such request that it will consider the application for satisfaction of the Moody's Rating Condition.

"Moody's Rating Factor" has the meaning specified therefor in the definition of "Average Debt Rating".

"Moody's Rating Period" means the period during which any Class of Notes ~~are~~is Outstanding and ~~are~~is then rated by Moody's.

"Moody's Recovery Rate" means any of the recovery rates set forth in the definition of "Moody's Weighted Average Recovery Rate" under the caption "Moody's Priority Category Recovery Rate".

"Moody's Weighted Average Recovery Rate" means, as of any date of determination, the number, expressed as a percentage, obtained by (a) calculating the priority category recovery rate of each Collateral Debt Obligation in the Trust Estate; (b) summing the amounts obtained in clause (a) on such date; and (c) dividing the sum obtained in clause (b) by the Aggregate Principal Amount of all Collateral Debt Obligations in the Trust Estate. For purposes of determining the Moody's Weighted Average Recovery Rate, the priority category recovery rate for any Collateral Debt Obligation of a given category shall be the product of (x) the rate set forth below under the heading "Moody's Priority Category Recovery Rate" across from the category of such Collateral Debt Obligation (or, if such Collateral Debt Obligation has been specifically assigned a recovery rate by Moody's (for example, in connection with the assignment by Moody's of a credit estimate), such recovery rate) and (y) the Principal Balance of such Collateral Debt Obligation.

Moody's Priority Category <sup>1</sup>	Moody's Priority Category Recovery Rate
<u>Senior Secured Loans:</u>	
+2 or more Rating Subcategories Difference	60%
+1 Rating Subcategories Difference	50%
0 Rating Subcategories Difference	45%
-1 Rating Subcategories Difference	40%
-2 Rating Subcategories Difference	30%



Moody's Priority Category <sup>1</sup>	Moody's Priority Category Recovery Rate
-3 or less Rating Subcategories Difference	20%
<u>DIP Loan (senior secured)</u>	50%
<u>Non-Senior Secured Loans (other than Unsecured Loans) and First Lien Last Out Loans:</u> <sup>2</sup>	
+2 or more Rating Subcategories Difference	55% (or such higher percentage as may be assigned by Moody's)
+1 Rating Subcategories Difference	45% (or such higher percentage as may be assigned by Moody's)
0 Rating Subcategories Difference	35% (or such higher percentage as may be assigned by Moody's)
-1 Rating Subcategories Difference	25% (or such higher percentage as may be assigned by Moody's)
-2 Rating Subcategories Difference	15% (or such higher percentage as may be assigned by Moody's)
-3 or less Rating Subcategories Difference	5% (or such higher percentage as may be assigned by Moody's)
<u>Unsecured Loans:</u>	
+2 or more Rating Subcategories Difference	45%
+1 Rating Subcategories Difference	35%
0 Rating Subcategories Difference	30%
-1 Rating Subcategories Difference	25%
-2 Rating Subcategories Difference	15%
-3 or less Rating Subcategories Difference	5%

1 For purposes of the Moody's Priority Category, "Rating Subcategories Difference" shall mean the number of ratings subcategories difference between the Moody's Rating, of an item in the Current Portfolio and the Moody's Default Probability Rating of such item in the Current Portfolio.

- 2 If such Collateral Debt Obligation does not have both a CFR and an Assigned Moody's Rating, such Collateral Debt Obligation will be deemed to be an Unsecured Loan for purposes of this table.

For purposes of determining the Moody's Weighted Average Recovery Rate, Defaulted Obligations shall be excluded.

"Non-Call Period" means the period that begins on the Closing Date and ends immediately prior to the Payment Date in [July, ~~2018-2020~~].

"Non-Permitted AML Holder" means any Holder that fails to comply with the Holder AML Obligations.

"Non-Permitted Holder" has the meaning specified in Section 2.12(b) hereof.

"Non-Recourse Obligation" means an obligation that falls into any one of the following types of specialized lending, except any obligation that is assigned both a CFR by Moody's and a rating by S&P pursuant to clause (i)(A) of the definition of S&P Rating:

- (1) Project Finance: a method of funding in which the lender looks primarily to the revenues generated by a single project, both as the source of repayment and as security for the exposure. Repayment depends primarily on the project's cash flow and on the collateral value of the project's assets, such as power plants, chemical processing plants, mines, transportation infrastructure, environment, and telecommunications infrastructure.
- (2) Object Finance: a method of funding the acquisition of physical assets (e.g., ships, aircraft, satellites, railcars, and fleets) where the repayment of the exposure is depended on the cash flows generated by the specific assets that have been financed and pledged or assigned to the lender. A primary source of these cash flows might be rental or lease contracts with one or several third parties.
- (3) Commodities Finance: a structured short-term lending to finance reserves, inventories, or receivables of exchange-traded commodities (e.g., crude oil, metals, or crops), where the exposure will be repaid from the proceeds of the sale of the commodity and the borrower has no independent capacity to repay the exposure. This is the case when the borrower has no other activities and no other material assets on its balance sheet.
- (4) Income-producing real estate: a method of providing funding to real estate (such as, office buildings to let, retail space, multifamily residential buildings, industrial or warehouse space, and hotels) where the prospects for repayment and recovery on the exposure depend primarily on the cash flows generated by the asset. The primary source of these cash flows would generally be lease or rental payments or the sale of the asset.

(5) High-volatility commercial real estate: a financing of any of the land acquisition, development and construction phases for properties of those types in such jurisdictions, where the source of repayment at origination of the exposure is either the future uncertain sale of the property or cash flows whose source of repayment is substantially uncertain (e.g., the property has not yet been leased to the occupancy rate prevailing in that geographic market for that type of commercial real estate).

"Non-Senior Secured Loan" means all Collateral Debt Obligations constituting Loans other than Senior Secured Loans.

"Note Payment Sequence" means, the application, in accordance with the Priority of Payments, of Collateral Interest Collections or Collateral Principal Collections, as applicable, in the following order:

- (i) to the ~~pro rata~~ payment ~~(based on Aggregate Principal Amount) of (1) principal of the Class X Notes (including any Defaulted Interest) until the Class X Notes have been paid in full and (2) of principal of the Class A-1-R Notes (including any Defaulted Interest) until the Class A-1-R Notes have been paid in full;~~
- (ii) to the payment of principal of the Class ~~BA-2-R~~ Notes (including any Defaulted Interest) until the Class ~~BA-2-R~~ Notes have been paid in full;
- (iii) to the payment of principal of the Class B Notes (including any Defaulted Interest) until the Class B Notes have been paid in full;
- (iv) to the payment of any Class C Cumulative Periodic Rate Shortfall Amount (including any Class C Periodic Rate Shortfall Amount for the then-current Payment Date) until such amounts have been paid in full;
- ~~(iv) to the payment of principal of the Class C Notes until the Class C Notes have been paid in full;~~
- (v) to the ~~pro rata~~ payment ~~(based on amounts payable) of: (1) the Class D-1 Cumulative Periodic Shortfall Amount (including any Class D-1 Periodic Rate Shortfall Amount for the then-current Payment Date) until such amounts have been paid in full, and (2) the Class D-2 Cumulative Periodic Shortfall Amount (including any Class D-2 Periodic Rate Shortfall Amount for the then-current Payment Date) until such amounts~~ of principal of the Class C Notes until the Class C Notes have been paid in full;
- (vi) to the ~~pro rata~~ payment ~~(based on Aggregate Principal Amount) of: (1) principal of the Class D-1 Notes until such amount has been paid in full, and (2) principal of the Class D-2 Notes until such amount has~~ payment of any Class D Cumulative Periodic Rate Shortfall Amount (including any Class D Periodic Rate Shortfall Amount for the then-current Payment Date) until such amounts have been paid in full;

(vii) [to the payment of principal of the Class D Notes until the Class D Notes have been paid in full;](#)

(viii) to the payment of any Class E Cumulative Periodic Rate Shortfall Amount (including any Class E Periodic Rate Shortfall Amount for the then-current Payment Date) until such amounts have been paid in full; and

(~~viii~~ix) to the payment of principal of the Class E Notes until the Class E Notes have been paid in full.

"Note Register" means the register maintained by the Note Registrar under Section 2.5(a) hereof.

"Note Registrar" means, with respect to the Notes, any security registrar described in Section 2.5(a) hereof.

"Note Valuation Report" has the meaning specified in Section 10.5(b) hereof.

"Noteholder" means, with respect to any Note, the Person in whose name such Note is registered in the Note Register.

"Noteholder Information" has the meaning specified in Section 14.3(k) hereof.

"Noteholder Reporting Obligations" has the meaning specified in Section 2.13(~~d~~) hereof.

"Notes" means collectively, the Secured Notes, the Subordinated Fee Notes and the Subordinated Notes.

"NRSRO" means a nationally recognized statistical rating organization.

"NRSRO Website" has the meaning specified in Section 14.4(d) hereof.

"Obligor Par Amount" has the meaning specified in the definition of "Total Diversity Score".

"Offer" means, with respect to any obligation, (a) any offer by the obligor of such obligation or by any other Person made to all of the holders of such obligation to purchase or otherwise acquire such obligation or to exchange such obligation for any other obligation or other property (other than pursuant to any redemption in accordance with the terms of the related Underlying Instrument) or (b) any solicitation by the obligor of such obligation or any other Person to amend, modify or waive any provision of such obligation or any related Underlying Instrument.

"Offering Circular" means, [with respect to \(a\) the Notes issued on the Closing Date](#), the final Offering Circular, dated May 5, 2015, prepared and delivered in connection with the offer and sale of ~~thesuch~~ Notes, as amended or supplemented, [and \(b\) the Refinancing Notes issued on the Amendment Date, the final Offering Circular, dated \[●\], 2018, prepared and](#)

delivered in connection with the offer and sale of such Refinancing Notes, as amended or supplemented.

"Officer's Certificate" means a certificate signed on behalf of the Issuer, the Co-Issuer or the Collateral Manager by an Authorized Officer of the Issuer, the Co-Issuer or the Collateral Manager, as the case may be.

"Opinion of Counsel" means a written opinion of counsel, addressed to the Trustee and/or the Issuer and, if applicable, the Rating Agencies and in form and substance reasonably satisfactory to the Trustee, of nationally recognized counsel reasonably satisfactory to the Trustee that may, except as otherwise expressly provided in this Indenture, be counsel for the Issuer, the Collateral Manager or the Trustee and who shall be reasonably satisfactory to the Trustee.

"Optional Redemption" means any optional redemption of the Notes pursuant to Section 9.4 hereof.

"Ordinary Shares" means the 250 issued and outstanding ordinary shares, U.S.\$1.00 par value per share, in the authorized capital of the Issuer.

"Original Class A-1-R Debt" means the Class A-1-R Notes issued on the Amendment Date and excludes any indebtedness of the Issuer or Co-Issuers issued in connection with a Refinancing of the Class A-1-R Notes.

"Original Purchaser" means an original purchaser of Notes on the Closing Date or the Amendment Date, as applicable.

"Outstanding" means, with respect to the Notes and subject to the proviso in the second paragraph of Section 2.9, as of any date of determination, any and all Notes theretofore authenticated and delivered under this Indenture except: (i) Notes theretofore cancelled by the Note Registrar or delivered to the Note Registrar for cancellation or registered in the Note Register on the date the Trustee provides notice to the Issuer and the Collateral Manager pursuant to Section 4.1 that the Indenture has been discharged; (ii) Notes for whose payment or redemption (including, without limitation, pursuant to a Refinancing or Partial Redemption by Refinancing) money in the necessary amount has been theretofore irrevocably deposited with the Trustee or any paying agent in trust for the Holders of such Notes; provided that, if such Notes are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor satisfactory to the Trustee has been made; (iii) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered pursuant to this Indenture, unless proof satisfactory to the Trustee is presented that any such Notes are held by a "holder in due course"; and (iv) mutilated Notes and Notes alleged to have been destroyed, lost or stolen for which replacement Notes have been issued as provided in Section 2.6 of this Indenture; provided that, in determining whether the Holders of the requisite Aggregate Principal Amount of the Notes have given any request, demand, authorization, direction, notice, consent, objection or waiver thereunder, Notes owned by or pledged to the Issuer or any other obligor upon the Notes and (in the case of any supplemental indenture that affects any provisions hereof that affect the Trustee) Notes owned by or pledged to the Person acting as Trustee hereunder or any of its

Affiliates shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, objection or waiver, only Notes that a Responsible Officer of the Trustee has actual knowledge to be so owned or pledged shall be so disregarded; provided, further, that, (A) in determining whether the Holders of the requisite Aggregate Principal Amount of the Notes have given any request, demand, authorization, direction, notice, consent, objection or waiver relating to (x) the waiver of any ~~Event of Default under this Indenture which is a basis to remove the Collateral Manager for "cause" under~~ event constituting "cause" under the Collateral Management Agreement as a basis for termination of the Collateral Management Agreement or removal of the Collateral Manager or (y) any removal of the Collateral Manager for "cause" or the waiver of any of the obligations of the Collateral Manager under the Collateral Management Agreement, Notes held by the Collateral Manager or its Affiliates and any accounts over which the Collateral Manager or any Affiliate thereof has discretionary voting authority (other than Investor Directed Securities) will be disregarded and deemed not to be Outstanding, and (B) in determining whether the Holders of the requisite Aggregate Principal Amount of the Notes have given any request, demand, authorization, direction, notice, consent, objection or waiver relating to the nomination of a successor collateral manager following the removal of the Collateral Manager for "cause", Notes held by the Collateral Manager or by accounts over which the Collateral Manager has discretionary voting authority (other than Investor Directed Securities) will be disregarded and deemed not to be Outstanding, except that, in each case and as applicable, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, objection or waiver, only Notes that a Responsible Officer of the Trustee has actual knowledge (i) to be so owned, pledged or held ~~or shall be so disregarded,~~ (ii) in the case of clause (A) above, that the Collateral Manager (or its Affiliates) has discretionary voting authority with respect thereto (other than Investor Directed Securities) shall be so disregarded and (iii) in the case of clause (B) above, that the Collateral Manager has discretionary voting authority with respect thereto (other than Investor Directed Securities) shall be so disregarded.

"Parallel Security" has the meaning specified in the definition of "Moody's Derived Rating".

"Partial Redemption by Refinancing" shall have ~~has~~ the meaning ~~set forth~~ specified in Section 9.11 hereof.

"Participation" means ~~an interest in a loan acquired indirectly by way of participation from a Selling Institution.~~ a participation interest in a Loan that, at the time of acquisition satisfies each of the following criteria: (i) such participation would constitute a Collateral Debt 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 Loan or Delayed Funding Loan, 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 shall not include a sub-participation interest in any loan.

"Paying Agent" means the Bank, or any successor thereto, in its capacity as paying agent with respect to the Notes.

"Payment Date" means (i) the Initial Payment Date and, thereafter, the 15th day of January, April, July and October of each year, with the second Payment Date occurring in January 2016 (or, if any such day is not a Business Day, the next succeeding Business Day), ~~provided that the Payment Date in July, 2027 shall occur on~~ (ii) each Redemption Date (other than in connection with a redemption of Secured Notes in whole or in part by Class from Refinancing Proceeds) and (iii) the Stated Maturity Date ~~(or, if such day is not a Business Day, the next succeeding Business Day).~~

"Percentage Limitations" means limitations on the allocation of Collateral Debt Obligations which shall be satisfied as of any date of determination if each of the following criteria is satisfied:

- (i) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that evidence obligations of, or are guaranteed by, any single ~~issuer~~obligor or guarantor and, in each case, any of its respective Affiliates must be in each case less than or equal to [2.0]% of the Aggregate Collateral Balance; provided that the Aggregate Principal Amount of the Collateral Debt Obligations in the Trust Estate that evidence obligations of, or are guaranteed by, ~~(a) up to two single issuers or guarantors and~~ up to [five] single issuers or guarantors and, in each case, any of their respective Affiliates may be, in each case, greater than ~~2.0% but less than or equal to 3.0% of the Aggregate Collateral Balance and (b) up to three single issuers or guarantors and, in each case, any of their respective Affiliates may be, in each case, greater than 2.0% but less than or equal to 2.5% of the Aggregate Collateral Balance (for the avoidance of doubt, subject to the limits in the foregoing subclauses (a) and (b), up to five single issuers or guarantors and their respective Affiliates may exceed 2.0~~ [2.0]% but less than or equal to [2.5]% of the Aggregate Collateral Balance);
- (ii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers~~obligors or guaranteed by guarantors in each case Domiciled in Canada or any single country that is a Moody's Group I Country may not exceed ~~10.0~~ [10.10]% of the Aggregate Collateral Balance; provided that if the applicable ~~issuer~~obligor and guarantor in respect of a Collateral Debt Obligation are Domiciled in different jurisdictions, the applicable Domicile for purposes of this clause shall be determined by the Collateral Manager;

- (iii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers~~obligors or guaranteed by guarantors in each case Domiciled in any single country that is a Moody's Group II Country may not exceed [5.0]% of the Aggregate Collateral Balance; provided that if the applicable ~~issuer~~obligor and guarantor in respect of a Collateral Debt Obligation are Domiciled in different jurisdictions, the applicable Domicile for purposes of this clause shall be determined by the Collateral Manager;
- (iv) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers~~obligors or guaranteed by guarantors in each case Domiciled in any single country that is a Moody's Group III Country may not exceed [5.0]% of the Aggregate Collateral Balance; provided that if the applicable ~~issuer~~obligor and guarantor in respect of a Collateral Debt Obligation are Domiciled in different jurisdictions, the applicable Domicile for purposes of this clause shall be determined by the Collateral Manager;
- (v) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers~~obligors or guaranteed by guarantors in each case Domiciled in all Moody's Group II Countries and Moody's Group III Countries may not exceed ~~10.0% of the Aggregate Collateral Balance;~~ ~~provided that if the applicable issuer and guarantor in respect of a Collateral Debt Obligation are Domiciled in different jurisdictions, the applicable Domicile for purposes of this clause shall be determined by the Collateral Manager;~~ ~~(vi) — the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by issuers or guaranteed by guarantors in each case Domiciled in all Moody's Group IV Countries, together with the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are Maritime Jurisdiction Obligations, may not exceed 5.0~~[10.0]% of the Aggregate Collateral Balance; provided ~~that the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by issuers or guaranteed by guarantors in each case Domiciled in any single country that is a Moody's Group IV Country may not exceed 2.5% of the Aggregate Collateral Balance;~~ ~~further~~ that if the applicable issuer and guarantor in respect of a Collateral Debt Obligation are Domiciled in different jurisdictions, the applicable Domicile for purposes of this clause shall be determined by the Collateral Manager;
- (vi) ~~(vii)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers~~obligors or ~~guaranteed by guarantors in each case Domiciled in all Moody's Group IV Countries, together with the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are Maritime Jurisdiction Obligations, may not exceed [5.0]% of the Aggregate Collateral Balance;~~ provided that the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by obligors or guaranteed by guarantors in each case Domiciled in any single country that is a Moody's Group IV Country may not exceed [2.5]% of the Aggregate Collateral Balance; provided, further that if the applicable obligor and



guarantor in respect of a Collateral Debt Obligation are Domiciled in different jurisdictions, the applicable Domicile for purposes of this clause shall be determined by the Collateral Manager;

- (vii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by obligors or guaranteed by guarantors in each case Domiciled in the United States or its territories (including, without limitation, Puerto Rico) must ~~be equal to or greater than exceed~~ [80.0]% of the Aggregate Collateral Balance;
- (viii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers~~obligors or guaranteed by guarantors in each case Domiciled in the United States or its territories (including, without limitation, Puerto Rico), ~~or~~ Canada or any Moody's Group I Country must equal or exceed [90.0]% of the Aggregate Collateral Balance;
- (ix) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers~~obligors or guaranteed by guarantors in each case Domiciled in any country other than (a) the United States or its territories (including, without limitation, Puerto Rico), (b) Canada, (c) any Moody's Group Country or (d) any Tax Jurisdiction may not exceed [1.0]% of the Aggregate Collateral Balance;
- (x) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by ~~issuers or guaranteed by guarantors,~~obligors in each case; organized in ~~any single~~a Tax Jurisdiction ~~whose Domicile is determined pursuant to clause (b) of the definition of "Domicile"~~ may not exceed ~~2.0~~, in the aggregate, [5.0]% of the Aggregate Collateral Balance (provided, however, that Maritime Jurisdiction Obligations, regardless of the jurisdiction of organization of the obligors thereof, shall not be included within such limitation);
- (xi) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate the obligors of which comprise any single Moody's Industry Classification Group must be less than or equal to [10.0]% of the Aggregate Collateral Balance; provided that (i) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate the obligors of which, ~~in each case,~~ comprise ~~any three~~a single Moody's Industry Classification ~~Groups~~Group may, ~~in each case,~~ be greater than [10.0]% but less than or equal to [12.0]% of the Aggregate Collateral Balance and additionally (ii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate the ~~obligor~~obligors of which ~~comprises any one~~comprise another single Moody's Industry Classification Group may be greater than [10.0]% but less than or equal to ~~(A) if such industry is not an Excepted Industry, 14.0% of the Aggregate Collateral Balance or (B) if such industry is an Excepted Industry, 15.0~~[15.0]% of the Aggregate Collateral Balance;

- (xii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that represent Participations may not exceed [10.0]% of the Aggregate Collateral Balance;
- (xiii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are DIP Loans may not, in the aggregate, exceed [5.0]% of the Aggregate Collateral Balance; provided that the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are DIP Loans evidencing obligations of, or are guaranteed by, any single ~~issuer~~ obligor or guarantor and, in each case, any of its respective Affiliates must be in each case less than or equal to [2.0]% of the Aggregate Collateral Balance;
- (xiv) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are Revolving Loans or Delayed Funding Loans may not, in the aggregate, exceed [10.0]% of the Aggregate Collateral Balance;
- (xv) [the Aggregate Principal Amount of all Collateral Debt Obligations in the Trust Estate that are Revolving Loans may not exceed \[5.0\]% of the Aggregate Collateral Balance;](#)
- (xvi) ~~(xv)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate (excluding Defaulted Obligations and Current Pay ~~Securities~~ Collateral Debt Obligations) that are Rated "Caa1" or below by Moody's at the time of purchase or acquisition by the Issuer, and that have not subsequently been upgraded above "Caa1" by Moody's, may not exceed ~~7.5~~ [7.5]% of the Aggregate Collateral Balance;
- (xvii) [the Aggregate Principal Amount of all Collateral Debt Obligations in the Trust Estate \(excluding Defaulted Obligations and Current Pay Collateral Debt Obligations\) that are Rated "CCC+" or below by S&P at the time of purchase or acquisition by the Issuer, and that have not subsequently been upgraded above "CCC+" by S&P, may not exceed \[7.5\]% of the Aggregate Collateral Balance;](#)
- (xviii) ~~(xvi)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that provide for periodic payments of interest thereon in Cash less frequently than quarterly may not exceed [5.0]% of the Aggregate Collateral Balance; provided that no such Collateral Debt Obligations shall provide for periodic payment less frequently than semi-annually;
- (xix) ~~(xvii)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are Current Pay ~~Securities~~ Collateral Debt Obligations at the time of purchase or acquisition may not, in the aggregate, exceed [2.5]% of the Aggregate Collateral Balance;
- (xx) ~~(xviii)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are Fixed Rate Collateral Debt Obligations may not be

greater than ~~5.0% of the Aggregate Collateral Balance;~~(xix) ~~the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by issuers in each case organized in a Tax Jurisdiction, may not exceed, in the aggregate, 5.0~~[5.0]% of the Aggregate Collateral Balance ~~(provided, however, that Maritime Jurisdiction Obligations, regardless of the jurisdiction of organization of such issuers, shall not be included within such limitation);~~

(xxi) ~~(xx)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate which are Senior Secured Loans must be not less than ~~90.0~~: (a) for so long as the Original Class A-1-R Debt is Outstanding, the applicable percentage of the Aggregate Collateral Balance determined in accordance with the Cov-Lite Matrix, and (b) if the Original Class A-1-R Debt is no longer Outstanding, [92.5]% of the Aggregate Collateral Balance;

(xxii) ~~(xxi)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate which are Permitted Deferrable Collateral Debt Obligations may not be greater than ~~2.5~~[1.0]% of the Aggregate Collateral Balance;

~~(xxii)~~ —

(xxiii) (A) if the Original Class A-1-R Debt is Outstanding, the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate which are Cov-Lite Loans may not be greater than 60.0% of the Aggregate Collateral Balance; does not exceed the applicable percentage of the Aggregate Collateral Balance determined in accordance with the Cov-Lite Matrix; or (B) if the Original Class A-1-R Debt is no longer Outstanding, the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate which are Cov-Lite Loans may not exceed [65]% of the Aggregate Collateral Balance;

(xxiv) the Aggregate Principal Amount of all Collateral Debt Obligations in the Trust Estate that are Loans that are not Senior Secured Loans may not, in the aggregate, be greater than: (a) for so long as the Original Class A-1-R Debt is Outstanding, the applicable percentage of the Aggregate Collateral Balance determined in accordance with the Cov-Lite Matrix, and (b) if the Original Class A-1-R Debt is no longer Outstanding, [7.5]% of the Aggregate Collateral Balance; provided that the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are not Senior Secured Loans and which are obligations of, or are guaranteed by, any single obligor or guarantor and, in each case, any of its respective Affiliates may not be greater than [1.0]% of the Aggregate Collateral Balance;

(xxv) ~~(xxiii)~~ during the Moody's Rating Period, the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate which have a Moody's Rating derived from an S&P Rating may not be greater than [10.0]% of the Aggregate Collateral Balance;

- (xxvi) ~~(xxiv)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are ~~Loans that are neither Senior Secured Loans nor Second-Lien Loans may not, in the aggregate, issued by obligors or guaranteed by guarantors, in each case, that are organized in any single Tax Jurisdiction whose Domicile is determined pursuant to clause (a) of the definition thereof, and that are not organized in the United States or its territories (including, without limitation, Puerto Rico), Canada or any Moody's Group Country may not~~ exceed ~~5.0~~[2.0]% of the Aggregate Collateral Balance; ~~and~~
- (xxvii) ~~(xxv)~~ the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate ~~which~~that are ~~Long-Dated Obligations may not be greater than 1.0% of the Aggregate Collateral Balance; provided that no~~ Below-Par Collateral Debt Obligations, other than those described in clause (A) of the second proviso in the definition of "Below-Par Collateral Debt Obligation- ~~may, at the time of purchase or acquisition by the Issuer, mature later than one (1) year after the Stated Maturity Date of the Notes."~~ may not exceed [10.0]% of the Aggregate Collateral Balance; and
- (xxviii) the Aggregate Principal Amount of Collateral Debt Obligations in the Trust Estate that are issued by an obligor whose total indebtedness (including undrawn facilities) is less than \$250,000,000 and not less than \$150,000,000 may not exceed [5.0]% of the Aggregate Collateral Balance.

For the purposes of clauses [(vii), (viii) and (xxxi)] above, all Eligible Investments and cash shall be treated as Senior Secured Loans of obligors Domiciled in the United States.

Notwithstanding the foregoing, the Collateral Manager may on behalf of the Issuer request an exception ("Exception") to the Cov-Lite Matrix limitations set forth in ~~clause~~clauses [(xix), (xxi) and (xxii)] (which Exception may be an increase in the percentage of the Aggregate Principal Amount that is constituted by Cov-Lite Loans, a change to the Cov-Lite Matrix, or the elimination of the restrictions in ~~clause~~clauses [(xix), (xxi) and/or (xxii)] in ~~its~~their entirety) by submitting a written request therefor to the ~~Holder~~of the Controlling Class-A Notes and the Class-B Notes. If the Collateral Manager, the Trustee and the Issuer have received ~~either (A) the~~ written consent of a Majority of the Controlling Class-A Notes and the Class-B Notes (each voting separately by Class) to an Exception ~~(or (B))~~ so long as ~~a Majority of the Class A Notes have consented in writing or~~ no Class A-1-R Notes are Outstanding, a deemed consent by a Majority of the Controlling Class-B Notes due to the failure of a Majority of the Controlling Class-B Notes to object to such Exception within 15 Business Days after notice of such request for an Exception has been sent to such Holder(s)), the Collateral Manager and the Issuer will comply with the terms of such Exception and notice of such Exception will be provided to ~~the Rating Agencies~~Fitch and Moody's.

"Periodic Interest" means the Periodic Interest Amount on each Class of Secured Notes, plus any Defaulted Interest which has not been paid on any previous Payment Dates, payable on each Payment Date or Accelerated Distribution Date, as applicable.

"Periodic Interest Accrual Period" means, with respect to any Class of Secured Notes (i) in the case of the initial Periodic Interest Accrual Period, the period from, and including, the Closing Date to, but excluding, the Initial Payment Date and (ii) thereafter, each successive period from, and including, each Payment Date to, but excluding, the next succeeding Payment Date, provided that, in the case of any Optional Redemption, Clean-Up Call Redemption, Partial Redemption by Refinancing or Re-Pricing occurring on a non-Payment Date, the Periodic Interest Accrual Period shall be the period from, and including, the prior Payment Date, to, but excluding, the Redemption Date, Clean-Up Call Redemption Date or Re-Pricing Date, as applicable; provided further, that in the case of a Partial Redemption by Refinancing occurring on a non-Payment Date, such shorter Periodic Interest Accrual Period shall apply only to the Class(es) of Secured Notes subject to the Partial Redemption by Refinancing.

"Periodic Interest Amount" means, with respect to each Payment Date and any Class of Secured Notes, the aggregate amount of interest accrued at the Applicable Periodic Rate during the related Periodic Interest Accrual Period on the sum of (i) the Aggregate Principal Amount of such Class, plus (ii) any Defaulted Interest or Cumulative Periodic Rate Shortfall Amount for such Class, in each case as of the first day of such Periodic Interest Accrual Period (after giving effect to any payment of principal, Defaulted Interest or Cumulative Periodic Rate Shortfall Amount of such Class on such first day, if applicable); provided that, with respect to the first Payment Date after the Amendment Date, the Periodic Interest Amount for each Class of Refinancing Notes shall be determined as provided in Section 2.7(a).

"Periodic Rate Shortfall Amount" means, with respect to any Payment Date, the Class C Periodic Rate Shortfall Amount, the Class D-1 ~~Periodic Rate Shortfall Amount, the Class D-2~~ Periodic Rate Shortfall Amount and the Class E Periodic Rate Shortfall Amount.

"Permitted Deferrable Collateral Debt Obligation" means any Deferrable Collateral Debt Obligation the Underlying Instrument of which carries a current cash pay interest rate of not less than (a) in the case of a Deferrable Collateral Debt Obligation which bears interest at a floating rate, LIBOR plus 1.00% per annum or (b) in the case of a Deferrable Collateral Debt Obligation which bears interest at a fixed rate, the zero-coupon swap rate in a fixed/floating interest rate swap with a term equal to five years; provided, however, that a restructured Collateral Debt Obligation that, after the restructuring, by the terms of such restructuring either (i) permits the deferral of all interest or (ii) has a current cash pay interest rate lower than required by clause (a) or (b) of this definition will be considered a Permitted Deferrable Collateral Debt Obligation.

"Permitted Liens" means, with respect to the Collateral: (i) security interests, liens and other encumbrances created pursuant to the Transaction Documents, (ii) security interests, liens and other encumbrances in favor of the Trustee created pursuant to this Indenture and (iii) security interests, liens and other encumbrances, if any, which have priority over first priority perfected security interests in the Collateral or any portion thereof under the UCC or any other applicable law.

"Permitted Subsidiary" means any direct and wholly-owned subsidiary of the Issuer that:

(i) is formed solely for the purpose of holding Tax Sensitive Collateral Obligations, including Tax Sensitive Equity Securities that would not satisfy the Equity Security Requirements if such Tax Sensitive Equity Securities were held directly by the Issuer;

(ii) is classified as an association taxable as a corporation for U.S. federal income tax purposes; and

(iii) has constituent documents substantially in the form of Exhibit Q [\(or such other form that complies with S&P's October 2006 Legal Criteria for U.S. Structured Finance Transactions relating to Special-Purpose Entities\)](#).

"Person" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization or government or any agency or political subdivision thereof.

"Petition Expenses" has the meaning ~~set forth~~[specified](#) in Section 5.4(c) hereof.

"Pledged Obligations" means, on any date of determination, the Collateral Debt Obligations and the Eligible Investments in the Trust Estate and any Equity Securities which form part of the Trust Estate that have been Granted to the Trustee pursuant to this Indenture.

"Posting" means the forwarding by the Information Agent of emails received at the Information Agent Address for posting to the NRSRO Website.

"Post-Reinvestment Period Collections" has the meaning ~~set forth~~[specified](#) in Section 11.1(b)(xv) hereof.

"Preferred Index" means the Merrill Lynch US High Yield Master II Constrained Index, Bloomberg ticker HUC0 or such other comparable index as the Collateral Manager selects and provides notice of to the Rating Agencies.

"Principal Balance" means, with respect to any Pledged Obligation, as of any date of determination, the outstanding principal amount of such Pledged Obligation (including any Unfunded Commitments to the extent funds in respect thereof are on deposit in the Loan Funding Account); provided that the Principal Balance of (i) any Equity Security shall be zero and (ii) any Deferrable Collateral Debt Obligation shall not include the principal amount of such Deferrable Collateral Debt Obligation representing previously deferred or capitalized interest.

"Principal Collection Account" means a single, segregated, non-interest bearing account titled "Dryden 38 Principal Collection Account" established by the Trustee pursuant to Section 10.2(a) hereof to be held in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties into which, among other things, all Collateral Principal Collections with respect to the Collateral Debt Obligations shall be deposited.

"Principal Coverage Amount" means, as of any date of determination, an amount equal to the sum of (without duplication) (a) the Aggregate Principal Amount (including Purchased Accrued Interest) of all Collateral Debt Obligations (other than Defaulted Obligations

and Below-Par ~~Securities~~Collateral Debt Obligations) in the Trust Estate on such date of determination, plus (b) the Balance of Eligible Investments in the Collection Account (which shall include Eligible Investments in the Unused Proceeds Account for purposes of this clause (b)) that represent Collateral Principal Collections in the Trust Estate on such date of determination, plus (c) the aggregate Defaulted Obligation Amount of all Defaulted Obligations, plus (d) the purchase price (expressed as a percentage of the par amount and excluding any amounts representing accrued and unpaid interest) of any Below-Par ~~Securities~~Collateral Debt Obligations (which do not also constitute Defaulted Obligations or C-Basket ~~Securities~~Collateral Debt Obligations) multiplied by the par amount of such securities minus (e) the C-Basket ~~Security~~Collateral Debt Obligation Adjustment Amount. For ~~the avoidance of doubt, for~~ purposes of calculating the Principal Coverage Amount, if a Collateral Debt Obligation satisfies the definition of two or more of Defaulted Obligations, C-Basket ~~Securities~~Collateral Debt Obligations or Below-Par ~~Securities~~Collateral Debt Obligations, such Collateral Debt Obligation will be deemed to meet the definition that results in the lowest Principal Coverage Amount (and will be deemed not to meet the other definitions).

"Principal Coverage Tests" means collectively, the Senior Principal Coverage Test, the Class C Principal Coverage Test, the Class D Principal Coverage Test and the Class E Principal Coverage Test.

"Principal Prepayments" means, as described in Section 9.1 hereof, the prepayments of the ~~Class X~~Class A-1-R Notes, the Class A-2-R Notes, the Class B Notes, the Class C Notes, the Class D Notes or the Class E Notes to the extent necessary to satisfy (x) the Collateral Coverage Tests in accordance with the Priority of Payments or (y) the Interest Diversion Test in accordance with the Priority of Payments.

"Principal Priority of Payments" has the meaning ~~set forth~~specified in Section 11.1(b) hereof.

"Priority Class" means, with respect to any specified Class of Notes, each Class of Notes that ranks senior to such Class, as indicated in Section 2.3 hereof.

"Priority of Payments" has the meaning ~~set forth~~specified in Section 11.1 hereof or, with respect to an Accelerated Distribution Date, in Section 5.8 hereof.

"Proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.

"Process Agent" has the meaning ~~set forth~~specified in Section 7.16 hereof.

"Purchase Agreement" means the Purchase Agreement dated March 26, 2015, by and among the Issuer, the Co-Issuer and the Initial Purchaser.

"Purchase Price" means the net price paid by the Issuer in purchasing a Collateral Debt Obligation. For purposes of this definition, a Collateral Debt Obligation, portions of which were purchased at different times and at different net prices, will be treated as a single Collateral Debt Obligation with a weighted average net purchase price.

"Purchased Accrued Interest" means, with respect to any Payment Date, all payments of interest received or amounts collected that are attributable to interest received during the related Due Period on the Collateral Debt Obligations and Eligible Investments to the extent such payments or amounts constitute accrued interest purchased with Collateral Principal Collections.

"Purchased Below-Par ~~Security~~Collateral Debt Obligation" means as of any date of determination, with respect to a Floating Rate Collateral Debt Obligation, an obligation that has been purchased at a purchase price (as a percentage of the principal balance of such obligation) of less than 100% and has been irrevocably designated as a Purchased Below-Par ~~Security~~Collateral Debt Obligation in the sole discretion of the Collateral Manager in a notice delivered to the Trustee and the Collateral Administrator on or prior to the first Calculation Date following acquisition by the Issuer of such Floating Rate Collateral Debt Obligation; provided that an obligation shall only be deemed to be a Purchased Below-Par ~~Security~~Collateral Debt Obligation if as of such date of determination, (i) it is not a Below-Par ~~Security~~Collateral Debt Obligation (except as set forth in clause (e**b**) of the definition thereof), (ii) the Interest Diversion Test and each of the Collateral Coverage Tests are satisfied and (iii) it would not cause the aggregate principal amount of all Purchased Below-Par ~~Securities~~Collateral Debt Obligations to exceed [10]% of the Aggregate Collateral Balance.

~~"Purchased Defaulted Obligation" has the meaning specified in Section 12.5(a) hereof.~~ Below-Par Collateral Debt Obligation Spread" means, for a Purchased Below-Par Collateral Debt Obligation, (i) the spread (determined in accordance with the definition of Effective Spread) of such Purchased Below-Par Collateral Debt Obligation divided by the purchase price (expressed as a percentage of such Purchased Below-Par Collateral Debt Obligation), multiplied by (ii) the Principal Balance of such Purchased Below-Par Collateral Debt Obligation.

"Qualified Institutional Buyer" means a "qualified institutional buyer" as defined in Rule 144A under the Securities Act.

"Qualified Purchaser" means a "qualified purchaser" within the meaning of Section 3(c)(7) under the Investment Company Act.

"QIB/QP" means a Person which is both a Qualified Institutional Buyer and a Qualified Purchaser.

"Ramp-Up Confirmation Failure" has the meaning specified in Section 9.9 hereof.

"Ramp-Up End Date" means the earlier of (i) the Business Day prior to the Calculation Date for the second Payment Date; and (ii) the date on which the Collateral Manager notifies the Trustee that the Target Initial Par Condition has been satisfied.

"Ramp-Up Interest Deposit Restriction" means a restriction that is satisfied if the Excess Ramp-Up Proceeds do not exceed 1.0% of the Target Par Amount.

"Ramp-Up Period" means the period beginning on the Closing Date and continuing until the Ramp-Up End Date.



"Ramp-Up Rating Confirmation" has the meaning specified in Section 9.9 hereof.

"Ramp-Up Reporting" has the meaning specified in Section 7.17(h) hereof.

"Rating" means, with respect to any Collateral Debt Obligation (and with correlative meaning "Rated"), the Moody's Default Probability Rating, the S&P Rating and/or the Fitch Rating, as applicable.

"Rating Agency" means each of Moody's and Fitch or any successor thereto, and together, the "Rating Agencies"; provided that references to the Rating Agencies (or either of them) shall apply with respect to (i) Moody's, only so long as any Secured Notes are Outstanding and rated by Moody's and (ii) Fitch, only so long as any Class ~~X~~A-1-R Notes or Class A-2-R Notes are Outstanding and rated by Fitch. If a Rating Agency withdraws all of its ratings on the Notes rated by it on the Closing Date at the request of the Issuer or otherwise, or the Notes rated by it on the Closing Date are no longer Outstanding, then it shall no longer constitute a Rating Agency for purposes of the Indenture or any other Transaction Document and any of the provisions thereof that refer to such Rating Agency and any tests, conditions or limitations which incorporate the name of such Rating Agency shall have no further effect.

~~"Rating Downgrade Period" means the period during which the rating of the Class A Notes by either Rating Agency is one or more subcategories below its initial rating or has been withdrawn and not reinstated; provided that (1) if any such rating withdrawal was the result of a retirement of the Class A Notes or (2) if a Supermajority of the Controlling Class has consented to waive such Rating Downgrade Period by submitting a Consent Form substantially in the form of Exhibit T attached hereto to the Collateral Manager, Issuer and Trustee, then in each case such Rating Downgrade Period will not be in effect.~~ has the meaning set forth in Section 12.2(b) hereof.

"Rating Subcategories Difference" has the meaning specified in the definition of "Moody's Weighted Average Recovery Rate".

"Realized Gains" means, with respect to the sale of any ~~warrant or other~~ Equity Security attached ~~to any Collateral Debt Obligation~~, the excess of the proceeds of the sale of such ~~warrant or~~ Equity Security over the cost attributed by the Collateral Manager to such ~~warrant or~~ Equity Security.

~~"Recalcitrant Holder" means (i) a holder of debt or equity in the Issuer that fails to comply with the Noteholder Reporting Obligations and (ii) certain foreign financial institutions that do not either (a) enter into an agreement with the U.S. Treasury Department described in Section 1471(b) of the Code, (b) comply with requirements imposed under an applicable intergovernmental agreement or (c) are not otherwise exempt from (or deemed compliant with) FATCA.~~

"Record Date" means (i) the date on which the Holders of Notes entitled to receive a payment or distribution on the succeeding Payment Date are determined, such date as to any Payment Date being the Business Day prior to such Payment Date (in the case of Notes held in global form) and the fifteenth day prior to such Payment Date (in the case of Notes held in

physical form, whether or not such fifteenth day is a Business Day) or (ii) with respect to notices, any date selected by the Issuer or the Trustee.

"Recovery Rate Modifier" means, as of any date of determination, the ~~difference~~ greater of (a) zero and (b) the Moody's Weighted Average Recovery Rate as of such date of determination ~~minus 46.5% (which amount shall not be less than zero)~~ [43.0]%; provided, that if the Moody's Weighted Average Recovery Rate shall be greater than or equal to ~~60.0~~ [●]%, then solely for purposes of the calculation of the Recovery Rate Modifier, the Moody's Weighted Average Recovery Rate shall be deemed to equal ~~60.0~~ [●]%.

"Redemption Date" means any Business Day on which any Class of Notes are to be redeemed in whole pursuant to Section 9.4, 9.10 or 9.11 hereof.

"Redemption Price" means, when used with respect to (i) any Class of Secured Notes to be redeemed (or in the case of a Re-Pricing, any Re-Priced Class), an amount equal to the principal amount of such Secured Notes to be redeemed, together with accrued and unpaid interest on such Secured Notes at the appropriate Applicable Periodic Rate through the Redemption Date or, in the case of a Re-Pricing, the Re-Pricing Date (including, in each case, any Class C Cumulative Periodic Rate Shortfall Amount, any Class D-~~1 Cumulative Periodic Rate Shortfall Amount, any Class D-2~~ Cumulative Periodic Rate Shortfall Amount and any Class E Cumulative Periodic Rate Shortfall Amount, as applicable and relevant); provided that 100% of the Holders of any Class of Secured Notes may elect to receive less than the full Redemption Price that would otherwise be payable on such Class in which case such lesser amount will be the Redemption Price, and (ii) any Subordinated Notes to be redeemed, their proportional share of the amount of the proceeds of the Trust Estate remaining after giving effect to the redemption of the Secured Notes, payment in full of all amounts owing on the Subordinated Fee Notes and payment in full of all outstanding expenses of the ~~Issuer~~ Co-Issuers, including expenses related to and incurred in connection with such redemption.

"Reference Banks" means four major banks in the London interbank market selected by the Calculation Agent (after consultation with the Collateral Manager).

"Refinancing" ~~shall have~~ has the meaning ~~set forth~~ specified in Section 9.4(d) hereof.

"Refinancing Expenses" has the meaning specified in Section 9.11 hereof.

"Refinancing Notes" means the Class A-1-R Notes, the Class A-2-R Notes, the Class B-R Notes, the Class C-R Notes, the Class D-R Notes and the Class E-R Notes.

"Refinancing Proceeds" ~~shall have~~ has the meaning ~~set forth~~ specified in Section 9.4(d) hereof.

"Refinancing Purchase Agreement" means the Purchase Agreement, dated as of the Amendment Date, by and among the Issuer, the Co-Issuer and BNP Paribas Securities Corp., as Initial Purchaser.

"Refinancing Risk Retention Issuance" has the meaning specified in the definition of "Risk Retention Issuance" herein.

"Registered" means in registered form for U.S. federal income tax purposes and issued after July 18, 1984; provided that a certificate of interest in a grantor trust shall not be treated as Registered unless each of the obligations or securities held by the trust was issued after that date.

"Registered Office Agreement" means the Registered Office Agreement, dated February 26, 2015, between the Issuer and MaplesFS Limited, as registered office provider.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Definitive Note" means a Definitive Note issued pursuant to this Indenture for a sale or transfer of Notes made pursuant to Regulation S.

"Regulation S Global ERISA Restricted Note" means an ERISA Restricted Note issued in the form of a Regulation S Global Note.

"Regulation S Global Notes" has the meaning specified in Section 2.2(b) hereof.

"Reinvestment Criteria" means the eligibility criteria and trading restrictions set forth in (i) Section 12.2(a) hereof if the date on which the Collateral Manager commits on behalf of the Issuer to purchase an obligation occurs during the Reinvestment Period, or (ii) Section 12.2(b) hereof if the date on which the Collateral Manager commits on behalf of the Issuer to purchase an obligation occurs after the Reinvestment Period.

~~"Reinvestment Deadline" means, for each Unscheduled Principal Payment or Sale Proceeds of a Credit Risk Obligation or Credit Improved Obligation received by the Issuer after the Due Period immediately preceding the Payment Date on which the Reinvestment Period ended, the Calculation Date for the Due Period immediately succeeding the Due Period in which such Unscheduled Principal Payment or Sale Proceeds of such Credit Risk Obligation or Credit Improved Obligation were received by the Issuer.~~

"Reinvestment Income" means any interest or other earnings on funds in the Collection Account, including interest on Eligible Investments.

"Reinvestment Period" means the period beginning on the Closing Date and continuing to and including the earliest of (i) the Payment Date ~~occurring in [July 2023], 2020,~~ (ii) the Payment Date (which ~~shall~~ may be any Payment Date on or after the Payment Date occurring in ~~July, 2019~~ [●]) immediately following the date that the Collateral Manager (with the written consent of a Supermajority of the Outstanding Subordinated Notes) notifies the Trustee, each Hedge Counterparty and each Rating Agency that, in light of the composition of the Trust Estate, general market conditions and other pertinent factors, investments in additional Collateral Debt Obligations within the foreseeable future would either be impractical or not beneficial to the Issuer and (iii) the occurrence and continuation of an Enforcement Event. If the Reinvestment Period is terminated pursuant to clause (i) above, then the Reinvestment Period may not be reinstated. If the Reinvestment Period is terminated pursuant to clause (ii) above,

then the Reinvestment Period may be reinstated with the consent of the Collateral Manager and notice to each Rating Agency. If the Reinvestment Period is terminated pursuant to clause (iii) above, if (x) the Enforcement Event no longer exists and (y) no other event that would terminate the Reinvestment Period has occurred and is continuing, then the Reinvestment Period will be reinstated automatically upon notice to each Rating Agency. Notwithstanding the foregoing, solely for purposes of calculating the Subordinated Fee Note Payment Amount, "Reinvestment Period" shall have the meaning that was in effect prior to the Amendment Date (which, for the avoidance of doubt, (w) did not include the words "and continuing" in the lead-in to the definition, (x) referenced "July 2020" and "July 2019" in clauses (i) and (ii), respectively, of the definition, (y) used the word "shall" in place of "may" in the first parenthetical of the definition, and (z) did not include in the definition the immediately preceding sentence).

"Reinvestment Target Par Amount" means, as of any date of determination, (a) (i) for the purpose of Section ~~11.1(b)(xv) and Section~~ 12.2(b)(x), the Adjusted Target Par Amount and (ii) for all other purposes, the Target Par Amount, minus (b) the amount of any reduction in the Aggregate Principal Amount of the Notes on or prior to such date of determination plus (c) the aggregate amount of Collateral Principal Collections received by the Issuer from the issuance of any additional notes.

"Report Determination Date" has the meaning specified in Section 10.5(a) hereof.

"Re-Priced Class" has the meaning ~~set forth~~ specified in Section 9.12(a).

"Re-Pricing" has the meaning ~~set forth~~ specified in Section 9.12(a).

"Re-Pricing Date" has the meaning ~~set forth~~ specified in Section 9.12(b).

"Re-Pricing Rate" has the meaning set forth in Section 9.12(b).

"Re-Pricing Intermediary" has the meaning ~~set forth~~ specified in Section 9.12(a).

"Repurchased Notes" has the meaning specified in Section 2.9 hereof.

"Requesting Party" has the meaning specified in Section 14.14(c).

"Responsible Officer" means, when used with respect to the Trustee, the Collateral Administrator or any Authenticating Agent, any officer within the Structured Credit Services group of the Corporate Trust Office (or any successor or comparable group of the Trustee, the Collateral Administrator or the Authenticating Agent) including any vice president, assistant vice president, treasurer, assistant treasurer, trust officer, associate or any other officer of the Trustee, the Collateral Administrator or the Authenticating Agent (a) customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred within the Corporate Trust Office (or such successor or comparable group's corporate office) because of his or her knowledge of and familiarity with the particular subject and (b) in the case of the Trustee only, who shall have direct responsibility for the administration of this Indenture.

~~"Restricted Trading Condition" means a condition that exists if the rating of the Class A Notes by either Rating Agency is one or more subcategories below its initial rating or has been withdrawn and not reinstated to its initial rating; provided that (1) if any such rating withdrawal set forth above was the result of a retirement of the Class A Notes or (2) if a Supermajority of the Class A Notes has consented to allow sales and reinvestments to continue after the occurrence of the event described above by submitting a Consent Form substantially in the form of Exhibit S attached hereto to the Collateral Manager, Issuer and Trustee, then in each case the Restricted Trading Condition will not be in effect.~~ has the meaning specified in Section 12.1 hereof.

"Retention Holder" means PGIM, Inc. and/or one or more of its "majority-owned affiliate" (or other term having similar meaning as defined in the U.S. Risk Retention Regulations).

"Retention Holder Approval Condition" means a condition that is applicable if (a) neither the Retention Holder nor an Affiliate of the Retention Holder is the Collateral Manager and (b) as of the date of determination, the Retention Holder holds a risk retention interest in the Issuer as required to permit the Collateral Manager to comply with the U.S. Risk Retention Regulations.

"Reuters Screen" has the meaning set forth in Section 2.11(a).

"Revolving Loan Deposit" means, with respect to any Revolving Loan or Delayed Funding Loan, the deposit required to be delivered to the Trustee for deposit into the Loan Funding Account on the date on which such Revolving Loan or Delayed Funding Loan is acquired by the Issuer, in an amount equal to 100% of the Unfunded Commitment with respect thereto.

"Revolving Loans" means Loans that provide the borrower with a line of credit against which one or more borrowings may be made and that provide that such borrowed amounts may be repaid and ~~reborrowed~~ re-borrowed from time to time (including funded and unfunded portions of revolving credit lines, unfunded commitments under specific facilities and other similar loans and investments); provided that any such Collateral Debt Obligation will be a Revolving Loan only until all commitments to make advances to the borrower expire or are terminated or irrevocably reduced to zero.

~~"Risk Retention Rules" means the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.~~ Issuance" means an issuance of Notes to the Sponsor, the Retention Holder, a "majority-owned affiliate" (or other term having similar meaning, in each case as defined in the U.S. Risk Retention Regulations) of the Sponsor as directed by the Issuer or an Eligible EU Retainer for the purpose of compliance with the U.S. Risk Retention Regulations or the EU Requirements, as applicable, in connection with (i) a Refinancing, a Partial Redemption by Refinancing or a Re-Pricing (a "Refinancing Risk Retention Issuance"), or (ii) an issuance of additional Notes or Junior Mezzanine Notes pursuant to Section 2.16 (an "Additional Notes Risk Retention Issuance") (which may, for the avoidance of doubt, consist solely of an issuance of additional Notes or Junior Mezzanine Notes for the purpose of satisfying the U.S. Risk Retention

Regulations or the EU Requirements). If, pursuant to Section 2.16, the Issuer is issuing additional Notes of an existing Class (or Junior Mezzanine Notes) the Additional Notes Risk Retention Issuance may consist of one or more Retention Holders purchasing a portion (which may be all) of such additional Notes (or Junior Mezzanine Notes) issued pursuant to Section 2.16. If the Issuer is issuing Secured Notes pursuant to a Refinancing, a Partial Redemption by Refinancing or a Re-Pricing, the Refinancing Risk Retention Issuance may consist of one or more Retention Holders purchasing a portion of such Secured Notes issued pursuant to Section 9.4(d), Section 9.11 or Section 9.12.

"Rule 144A" means Rule 144A under the Securities Act.

"Rule 144A Definitive Note" means a Definitive Note issued pursuant to this Indenture for a sale or transfer of Notes made pursuant to Rule 144A.

"Rule 144A Global ERISA Restricted Note" means an ERISA Restricted Note issued in the form of a Rule 144A Global Note.

"Rule 144A Global Note" has the meaning specified in Section 2.2(c) hereof.

"Rule 144A Information" has the meaning specified in Section 2.5(d) hereof.

"Rule 17g-5" means Rule 17g-5 promulgated under the Exchange Act.

"Rule 17g-5 Procedures" has the meaning specified in Section 14.4(d) hereof.

"S&P" means ~~Standard & Poor's~~ S&P Global Ratings Services, a Standard & Poor's Financial Services LLC business, and any successor or successors thereto.

"S&P Rating" means, with respect to a Collateral Debt Obligation, the rating determined as follows:

(i) With respect to any Collateral Debt Obligation other than a DIP Loan or a Current Pay ~~Security~~ Collateral Debt Obligation,

(A) if there is an issuer credit rating by S&P of the ~~issuer~~ obligor of such Collateral Debt Obligation, or the guarantor who unconditionally and irrevocably guarantees such Collateral Debt Obligation, then the S&P Rating of such ~~issuer~~ obligor, or the guarantor of such ~~issuer~~ obligor, shall be such rating (regardless of whether there is a published rating by S&P on the Collateral Debt Obligation of such ~~issuer~~ obligor held by the Issuer); and

(B) if clause (A) is not applicable and such Collateral Debt Obligation is rated by S&P, then the S&P Rating of such Collateral Debt Obligation shall be the rating assigned thereto by S&P;

(ii) With respect to any Collateral Debt Obligation that is a DIP Loan or a Current Pay ~~Security~~ Collateral Debt Obligation,

(A) if such Collateral Debt Obligation is rated by S&P, the S&P Rating of such Collateral Debt Obligation shall be the rating assigned thereto by S&P; and

(B) if clause (A) is not applicable and the Issuer has obtained a credit estimate from S&P, then the S&P Rating of such Collateral Debt Obligation shall be such credit estimate; and

(iii) If none of clauses (i)(A) or (i)(B), or (ii)(A) or (ii)(B) above is applicable to a Collateral Debt Obligation, then for purposes of this Indenture and any other Transaction Document the Collateral Debt Obligation will be deemed not to have an S&P Rating.

"Sale" has the meaning specified in Section 5.18(a) hereof.

"Sale Proceeds" means all proceeds (including accrued interest) received with respect to Collateral Debt Obligations and Equity Securities, as the case may be, as a result of sales of such Collateral Debt Obligations or Equity Securities pursuant to Section 12.1 or any other applicable provisions hereof, net of any reasonable amounts expended by the Collateral Manager or the Trustee in connection with such sale or other disposition.

"Scheduled Distribution" means, with respect to any Pledged Obligation other than any Defaulted Obligation, for each Due Date after the date of determination, the scheduled payment of principal and/or interest due on such Due Date with respect to such Pledged Obligation, determined in accordance with the Underlying Instrument and the assumptions set forth in Section 1.3 of this Indenture.

"SEC" means the Securities and Exchange Commission.

"Second Lien Loan" means any Loan ~~or other debt obligation~~ or Participation (a) that is a First Lien Last Out Loan or (b) (i) that is not (and cannot by its terms become) subordinate (except with respect to (1) any obligation which, if purchased as a Collateral Debt Obligation, would be treated as Senior Secured Loan and (2) any super-priority lien or liquidation preference, in each case, imposed by operation of law) in right of payment to any obligation of the obligor in any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings, (ii) for which the Collateral Manager determines (in accordance with the standards set forth in the Collateral Management Agreement) the lenders thereof have been granted a valid, perfected second priority security interest (which security interest ranks second only to an obligation which, if purchased as a Collateral Debt Obligation, would be treated as a Senior Secured Loan), in the principal collateral securing such loan, debt obligation or Participation (whether or not the lenders thereof have been also granted a security interest of a higher or lower priority in additional collateral) and (iii) with respect to which the Collateral Manager determines in good faith (in accordance with the standards set forth in the Collateral Management Agreement) that the value of the collateral securing the obligor's obligation under such loan on or about the time of acquisition by the Issuer has a value that is at least equal to the outstanding principal balance of such loan and the outstanding principal balances of any other obligations that are senior to, or pari passu with, such loan, which value may include, among other things, the enterprise value of the obligor thereof.

"Section 3(c)(7) Reminder Notice" means a notice from the Issuer to the Noteholders reminding the Noteholders of the transfer restrictions applicable to the Notes relating to the exemption from registration of the Issuer, the Co-Issuer and the pool of Collateral under the Investment Company Act.

"Section 14.4(d) Transaction Party" has the meaning specified in Section 14.4(d) hereof.

"Secured Loan" means a senior secured loan obligation (which shall include a Second Lien Loan) of any corporation, partnership or trust.

"Secured Noteholder" means, with respect to any Secured Note, the Person in whose name such Secured Note is registered in the Note Register.

"Secured Notes" means the ~~Class X Notes, the~~ Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

~~"Secured Obligations" has the meaning specified in the preliminary statement to this Indenture.~~ "Secured Parties" has the meaning ~~set forth~~specified in the Preliminary Statement in this Indenture.

"Securities Act" means the United States Securities Act of 1933, as amended.

"Securities Intermediary" has the meaning specified in Section 8-102(a)(14) of the UCC.

"Security Entitlement" has the meaning specified in Section 8-102(a)(17) of the UCC.

"Selling Institution" means an institution from which a Participation is acquired.

"Senior Collateral Coverage Tests" means the Senior Interest Coverage Test and the Senior Principal Coverage Test.

"Senior Interest Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y), where (x) is the Interest Coverage Amount for the related Due Period in which such date of determination occurs, and where (y) is an amount equal to the sum of (1) the Periodic Interest Amount for the Class A-1-R Notes for the Payment Date relating to such Due Period plus (2) the Periodic Interest Amount for the Class A-2-R Notes for the Payment Date relating to such Due Period plus (3) the Periodic Interest Amount for the Class B Notes for the Payment Date relating to such Due Period.

"Senior Interest Coverage Test" means, as of any date of determination on and after the ~~third~~Calculation Date relating to the second Payment Date, a test that is satisfied on such date of determination if the Senior Interest Coverage Ratio equals or exceeds ~~120.0~~[●]% on such date of determination.



"Senior Notes" means the ~~Class X Notes, the~~ Class A Notes and the Class B Notes, collectively.

"Senior Principal Coverage Ratio" means, as of any date of determination, the ratio of (x) to (y) where (x) is the Principal Coverage Amount on such date, and where (y) is an amount equal to the sum of (1) the Aggregate Principal Amount of the Class A-1-R Notes then Outstanding plus (2) the Aggregate Principal Amount of the Class A-2-R Notes then Outstanding plus (3) the Aggregate Principal Amount of the Class B Notes then Outstanding.

"Senior Principal Coverage Test" means, as of any date of determination after the Ramp-Up End Date, a test which is satisfied when the Senior Principal Coverage Ratio equals or exceeds ~~120.7~~[●]%.

"Senior Secured Floating Rate Note" means any obligation that 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 issued pursuant to an indenture by a corporation, partnership or other person that (i) has a stated coupon that bears a floating rate of interest and (ii) is secured by a first priority, perfected security interest or lien to or on specified collateral securing the obligor's obligations under such note.

"Senior Secured Loan" means any Participation in or other interest in a Loan (i) that is not (and cannot by its terms become) fully subordinate (subject to customary exemptions for Permitted Liens, including, without limitation, any tax liens, imposed by operation of law) in right of payment to any obligation of the obligor in any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings, (ii) that is secured by a first priority, valid perfected security interest or lien to or on specified collateral securing the obligor's obligations under such Loan and (iii) for which the value of the collateral securing such Loan, together with other attributes of the obligor (including, without limitation, its general financial condition, ability to generate cash flow available for debt service, refinancing ability and other demands for that cash flow), as determined by the Collateral Manager in good faith on or about the time of acquisition by the Issuer, is adequate to repay the principal balance of the Loan.

"Similar Law" means any non-U.S., federal, state or local law that is similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code.

"Small Obligor Loan" means any loan issued by an obligor whose total indebtedness (including undrawn facilities) is less than U.S.\$150,000,000.

"Special Petition Expenses" has the meaning specified in Section 11.1(a)(i) hereof.

"Special Redemption" has the meaning specified in Section 9.8 hereof.

"Special Redemption Amount" has the meaning specified in Section 9.8 hereof.

"Special Redemption Date" has the meaning specified in Section 9.8 hereof.

"Specified Deemed Defaulted Obligation" means, from and after the Amendment Date, each of the Collateral Debt Obligations held by the Issuer on the Amendment Date having the following LoanX ID numbers (but, in each case, only until the earlier of (a) such Collateral Debt Obligation becoming a Defaulted Obligation as described in clause (1) of the definition thereof and (b) the Market Value of such Collateral Debt Obligation being equal to or greater than [60.0]% of its Principal Balance, whereupon such Collateral Debt Obligation shall cease to be a Specified Deemed Defaulted Obligation for all purposes under this Indenture): LX148068 and LX155528.

"Sponsor" means, in relation to the transaction contemplated hereby, any "sponsor" (or other term having similar meaning) as defined in and in accordance with the U.S. Risk Retention Rules Regulations.

"Stated Maturity Date" means (a) with respect to each Class of Notes other than the Subordinated Fee Notes, [●] and (b) with respect to the Subordinated Fee Notes, July 15, 2027 (or, in each case, if such day is not a Business Day, the next succeeding Business Day).

"Step-Down Obligation" means an obligation or security which by the terms of the related Underlying Instruments provides for a decrease in the per annum interest rate on such obligation or security (other than by reason of any change in the applicable index or benchmark rate used to determine such interest rate) or in the spread over the applicable index or benchmark rate, solely as a function of the passage of time; provided that, an obligation or security providing for payment of a constant rate of interest at all times after the date of acquisition by the Issuer shall not constitute a Step-Down Obligation.

"Step-Up Obligation" means an obligation or security which by the terms of the related Underlying Instruments provides for an increase in the per annum interest rate on such obligation or security (other than by reason of any change in the applicable index or benchmark rate used to determine such interest rate), or in the spread over the applicable index or benchmark rate, solely as a function of the passage of time; provided that, an obligation or security providing for payment of a constant rate of interest at all times after the date of acquisition by the Issuer shall not constitute a Step-Up Obligation.

"Structured Finance Obligation" means any obligation issued by a special purpose vehicle and secured directly by, referenced to, or representing ownership of, a pool of receivables or other financial asset(s) of any obligor, including collateralized debt obligations and mortgage-backed securities.

"Subordinated Fee Noteholder" means, with respect to any Subordinated Fee Note, the Person in whose name such Subordinated Fee Note is registered in the Note Register.

"Subordinated Fee Note Make-Whole" means in connection with the cancellation of the Subordinated Fee Notes, an amount equal to the greater of (x) U.S.\$1,500,000 *minus* the aggregate of all Subordinated Fee Note Payment Amounts (including any Subordinated Fee Note Payment Amount with respect to prior Payment Dates that has not been paid prior to the current Payment Date), if any, distributed to the holders of the Subordinated Fee Notes in accordance with the Priority of Payments from the Closing Date through the date of such cancellation, if any,

and (y) zero. For the avoidance of doubt, the Subordinated Fee Note Make-Whole will be payable only if (and to the extent that) the aggregate of all Subordinated Fee Note Payment Amounts (including any Subordinated Fee Note Payment Amount with respect to prior Payment Dates that has not been paid prior to the current Payment Date) distributed to the holders of the Subordinated Fee Notes in accordance with the Priority of Payments since the Closing Date is less than U.S.\$1,500,000.

"Subordinated Fee Note Payment Amount" has the meaning specified in Section 2.7(n) hereof.

"Subordinated Fee Notes" means the Subordinated Fee Notes due July, 2027 having the terms as described herein.

"Subordinated Noteholder" means, with respect to any Subordinated Note, the Person in whose name such Subordinated Note is registered in the Note Register.

"Subordinated Notes" means the Subordinated Notes due July, 2027 [●] and having the terms as described herein.

"Subordinated Termination Event" means an "event of default" or a "termination event" other than "illegality" or "tax event" (each as defined in any related Hedge Agreement), in each case as to which the Hedge Counterparty is the "defaulting party" or the sole "affected party" (each as defined in any related Hedge Agreement).

"Substitute Collateral Debt Obligations" means Collateral Debt Obligations that are purchased by the Issuer with (a) the proceeds from the sale, prepayment or other distribution of principal of any Collateral Debt Obligations and (b) net proceeds from the sale of the Notes that remain uninvested in Initial Collateral Debt Obligations after the end of the Ramp-Up Period and pledged to the Trustee as security for the Secured Notes and as set forth in this Indenture.

"Supermajority" means, with respect to any Class or Classes of Notes, as the case may be, the Holders of at least 66-<sup>2</sup>/<sub>3</sub>% of the Aggregate Principal Amount of the Notes of such Class or Classes.

"Supplemental Interest Reserve Account" means the segregated, non-interest bearing securities account titled "Dryden 38 Supplemental Interest Reserve Account" established by the Trustee pursuant to Section 10.2(m) hereof.

"Surrendered Notes" has the meaning specified in Section 2.9 hereof.

~~"Swapped Defaulted Obligation" has the meaning specified in Section 12.5(b) hereof.~~

"Synthetic Security" means a security or swap transaction (or derivative), other than a Participation, that has payments associated with either payments of interest on and/or principal of a reference obligation or the credit performance of a reference obligation.

"Target Initial Par Condition" means a condition satisfied as of the Ramp-Up End Date if the sum of (i) the Aggregate Principal Amount of all Collateral Debt Obligations that are held by the Issuer as of such date, (ii) the Aggregate Principal Amount of the Collateral Debt Obligations which the Issuer has committed to purchase as of such date, (iii) the amount of any proceeds (that are Collateral Principal Collections) of prepayments, sales, maturities or redemptions of Collateral Debt Obligations (other than any such proceeds that have been reinvested in, or committed to be reinvested in, Collateral Debt Obligations by the Issuer as of the Ramp-Up End Date), and (iv) the amount of Unused Proceeds held in the Unused Proceeds Account (and not (x) required to fund commitments which the Issuer has made to purchase Collateral Debt Obligations or (y) designated by the Collateral Manager as Excess Ramp-Up Proceeds), equals or exceeds the Target Par Amount; provided that the aggregate amount included pursuant to the foregoing clauses (iii) and (iv) shall not exceed 5.0% of the Target Par Amount. For purposes of this definition, Defaulted Obligations shall be treated as having a Principal Balance equal to the Defaulted Obligation Amount.

"Target Par Amount" means U.S.\$500,000,000.

"Tax Event" means an event that occurs if either U.S. FATCA or a new, or change in any, U.S. or foreign tax statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation results or will result in the imposition of net income tax on the Issuer or any portion of any payment due from any obligor, the Issuer or a Hedge Counterparty becoming subject to the imposition of U.S. or foreign withholding tax (other than ~~FATCA taxes~~withholding tax on amendment fees, waiver fees, consent fees, extension fees, commitment fees or similar fees, to the extent such tax does not exceed 30% of such fees), which withholding is not compensated to the Issuer (in the case of a payment due to the Issuer), or is compensated by the Issuer (in the case of a payment due from the Issuer).

"Tax Jurisdiction" means the Bahamas, Bermuda, the British Virgin Islands, ~~Ireland~~, the Cayman Islands or the Channel Islands (or such other countries as may be specified in publicly available published criteria from Moody's).

"Tax Sensitive Collateral Obligation" means collectively, (i) any Collateral Debt Obligation undergoing a workout or restructuring which, if held or received by the Issuer, could directly or indirectly (x) cause the Issuer to violate Section 7.19 of this Indenture, (y) cause the Issuer to be treated as engaged in a United States trade or business for United States federal income tax purposes or subject the Issuer to net income tax in the United States or (z) result in a material adverse tax consequence to the Issuer ~~and~~, (ii) any Tax Sensitive Equity Security and (iii) any other asset owned by the Issuer, if the Issuer discovers that its ownership of such asset could cause the Issuer to be engaged in a United States trade or business for United States federal income tax purposes.

"Tax Sensitive Equity Security" means any Equity Security acquired in connection with a workout or restructuring which, if held or received by the Issuer, could directly or indirectly (x) cause the Issuer to violate Section 7.19 of this Indenture, (y) cause the Issuer to be treated as engaged in a United States trade or business for United States federal income tax purposes or subject the Issuer to net income tax in the United States or (z) result in a material adverse tax consequence to the Issuer.

"Temporary Replacement Rate" has the meaning specified in Section 8.1(a)(xxxv) hereof.

"Tested Items" has the meaning specified in Section 9.9 hereof.

"Total Diversity Score" means a single number that measures concentrations among the Collateral Debt Obligations in the Trust Estate, in terms of both obligors and obligor industries, in the manner set forth below. As of any date of determination, the Total Diversity Score for the Collateral Debt Obligations in the Trust Estate (other than Defaulted Obligations and Equity Securities) is the sum of the Industry Diversity Scores for all Moody's Industry Classification Groups represented in the Collateral Debt Obligations, calculated in the manner described herein.

(a) Generally:

- (i) An "Average Par Amount" is calculated by summing the Obligor Par Amount for each obligor of Collateral Debt Obligations in the Trust Estate, and dividing by the number of obligors with respect to all Collateral Debt Obligations in the Trust Estate as of the date of determination.
- (ii) For purposes of calculating the Total Diversity Score, obligors that are Affiliates of one another will be considered a single obligor.

(b) With respect to Collateral Debt Obligations in the Trust Estate, for purposes of computing the Total Diversity Score:

- (i) The "Obligor Par Amount" for each obligor with respect to a Collateral Debt Obligation represented in the Trust Estate is the sum of the par amounts of all Collateral Debt Obligations in the Trust Estate issued by such obligor.
- (ii) The "Equivalent Unit Score" for each obligor with respect to the Collateral Debt Obligations is the lesser of (a) one and (b) the Obligor Par Amount for such obligor divided by the Average Par Amount.
- (iii) The "Aggregate Industry Equivalent Unit Score" for each Moody's Industry Classification Group is the sum of the Equivalent Unit Scores for all obligors in such group.
- (iv) The "Industry Diversity Score" for each Moody's Industry Classification Group is the Industry Diversity Score corresponding to the Aggregate Industry Equivalent Unit Score for such group, as set forth in Schedule C hereto; provided that, if any Aggregate Industry Equivalent Unit Score falls between two Industry Diversity Score entries in the Diversity Score Table, then the applicable Industry Diversity Score will be the lower of the two entries.

"Trading Plan" has the meaning specified in Section 12.2(d) hereof.

"Trading Plan Period" has the meaning specified in Section 12.2(d) hereof.

"Transaction Documents" has the meaning specified in Section 7.17(c) hereof.

["Transaction Party"](#) has the meaning specified in Section 2.5(k) hereof.

"Transfer Agent" means the Person or Persons, which may be the Issuer, authorized by the Issuer to exchange or register the transfer of Notes.

"Transferee Certificate" has the meaning specified in Section 2.5(b) hereof.

"Transferor Certificate" means a certificate in the form of Exhibit C-1 or Exhibit C-2, as applicable.

"Treasury" means the United States Department of the Treasury.

"Trust Estate" has the meaning specified in the Granting Clauses of this Indenture.

"Trustee" means U.S. Bank National Association, unless a successor Person shall have become the Trustee pursuant to the applicable provisions of this Indenture, and thereafter "Trustee" shall mean such successor Person.

"Trustee Expenses" means, with respect to any Payment Date (including the Final Maturity Date), an amount equal to the sum of all amounts (including indemnities) incurred by or otherwise owing to the Trustee (including in its capacities as Paying Agent, Collateral Administrator, Calculation Agent, Transfer Agent, Custodian, Note Registrar and Information Agent) accrued during the preceding Due Period in accordance with Section 6.7 of this Indenture, other than the Trustee Fee.

"Trustee Fee" means, with respect to any Payment Date (including without limitation the Final Maturity Date), a trustee fee and a collateral administration fee (including the fee for the Bank acting as Collateral Administrator, Paying Agent, Calculation Agent, Transfer Agent, Custodian, Note Registrar and Information Agent) in an amount equal to 0.0175% per annum of the Fee Basis Amount for such Payment Date, provided that the aggregate fees for any four consecutive Payment Dates shall be at least U.S.\$20,000.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York or if, pursuant to the choice of law provisions of the Uniform Commercial Code as in effect in the State of New York, a version thereof as in effect in another jurisdiction applies, then "UCC" means the version in effect in such other jurisdiction.

"Unadjusted Weighted Average Debt Rating" means the determination of Average Debt Rating pursuant to the definition thereof without giving effect to the last paragraph of the definition of Average Debt Rating.

"Uncertificated Security" has the meaning specified in Section 8-102(a)(18) of the UCC.

"Underlying Instrument" means the loan agreement or other agreement pursuant to which a Pledged Obligation has been issued or created and each other agreement that governs the

terms of or secures the obligations represented by such Pledged Obligation or of which the holders of such Pledged Obligation are the beneficiaries.

"Unfunded Commitment" means, with respect to any Revolving Loan or Delayed Funding Loan as of any date of determination, the difference between (x) the amount of the Issuer's current commitment to fund such Revolving Loan or Delayed Funding Loan (taking into account any reduction in the commitment pursuant to the Underlying Instrument) and (y) the amount of such Revolving Loan or Delayed Funding Loan the Issuer has currently funded.

"Unregistered Securities" has the meaning specified in Section 5.18(c) hereof.

"Unsaleable Asset" means any (a) (i) Defaulted Obligation, (ii) Equity Security, (iii) obligation received in connection with an Offer, in a restructuring or a plan of reorganization with respect to the obligor or other exchange or (iv) other security or debt obligation that is part of the Collateral in respect of which the Issuer has not received a payment in Cash during the preceding 12 months or (b) asset, claim or other property identified in a certificate of the Collateral Manager as having a Market Value of less than U.S.\$1,000, if in the case of (a) or (b) the Collateral Manager certifies to the Trustee that (x) it has made commercially reasonable efforts to dispose of such Pledged Obligation for at least 90 days and (y) in its commercially reasonable judgment such Pledged Obligation is not expected to be saleable for the foreseeable future.

"Unscheduled Principal Payments" means all principal proceeds received in respect of Collateral Debt Obligations from optional or non-scheduled mandatory redemptions or amortizations, exchange offers, tender offers or other payments made at the option of the ~~issuer~~obligor thereof or that are otherwise not scheduled to be made.

"Unsecured Loan" means a senior unsecured loan obligation of any corporation, partnership or trust 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 Loan.

"Unused Proceeds" means the (i) proceeds of the issuance of the Secured Notes to be used for the purchase of Initial Collateral Debt Obligations during the Ramp-Up Period and (ii) proceeds of the issuance of the Subordinated Notes to be used for the purchase of Initial Collateral Debt Obligations during the Ramp-Up Period, in each case as reduced by application for such purposes or as otherwise permitted by this Indenture.

"Unused Proceeds Account" means an account titled "Dryden 38 Unused Proceeds Account" established by the Trustee pursuant to Section 10.2(c) hereof into which (a) any Unused Proceeds shall be deposited on the Closing Date and (b) Collateral Principal Collections received in respect of Collateral Debt Obligations during the Ramp-Up Period, in each case, that are to be subsequently invested in Collateral Debt Obligations on or before the Ramp-Up End Date, shall be deposited.

"USA PATRIOT Act" means The Uniting and Strengthening America By Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001.

"U.S. FATCA" means sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to section 1471(b) of the Code, any intergovernmental agreement entered into in connection with the implementation of such sections of the Code, or any U.S. or non-U.S. fiscal or regulatory legislation, rules, guidance notes or practices adopted pursuant to any such intergovernmental agreement.

~~"U.S. FATCA Event" means, with respect to any Class evidenced by a Global Note, that (a) DTC, Euroclear or Clearstream, as applicable, has not provided the appropriate identifying information, has not entered into or maintained an agreement with the IRS or, as applicable, has not complied with the relevant intergovernmental agreement to implement U.S. FATCA, as the case may be, sufficient to permit the Issuer to enter into or maintain an Effective U.S. FATCA Agreement (or as applicable, comply with the relevant intergovernmental agreement to implement U.S. FATCA) without the Issuer obtaining or providing to the IRS information (other than information that is directly or indirectly given to the Issuer by such agencies) regarding the beneficial owner or holder of such Class of Notes and to make payment to DTC, Euroclear and Clearstream, as the case may be, with respect to such Class of Notes without the imposition of withholding tax on DTC, Euroclear or Clearstream under Code section 1471(b)(1)(D) and (b) as a result, the Issuer will be subject to withholding tax on or before the next Payment Date under Code section 1471 or 1472 or be required to withhold tax on payments to DTC, Euroclear or Clearstream under Code section 1471(b)(1)(D).~~

"U.S. Person" means, as the context may require, either (i) a United States person within the meaning of Section 7701(a)(30) of the Code, or (ii) a U.S. Person within the meaning of Regulation S.

"U.S. Resident" means a U.S. resident within the meaning of the Investment Company Act.

"U.S. Risk Retention Regulations" means (a) the joint final regulations implementing the credit risk retention requirements of Section 15G of the Exchange Act, as added by Section 941 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and (b) for purposes of the Retention Holder Approval Condition and related defined terms herein, the Applicable U.S. Risk Retention Regulations.

"Volcker Rule" means Section 13 of the Bank Holding Company Act of 1956, as amended, and any applicable implementing rules and/or regulations. Any advice of counsel or opinion of counsel delivered pursuant to this Indenture or any other Transaction Document and addressing matters relating to the Volcker Rule may be based upon, among other things, the Volcker Rule, any related rules and regulations and 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.

"Warehouse Accrued Interest/Fees" means the interest, premiums and fees which, as of the Closing Date, had accrued on the Collateral Debt Obligations which the Issuer had



acquired or committed to acquire as of the Closing Date pursuant to the Warehousing Agreement.

"Warehousing Agreement" means the Amended and Restated Credit Agreement dated as of March 23, 2015 (as amended on March 31, 2015, and as may be further amended or modified from time to time), among the Issuer, Morgan Stanley Senior Funding, Inc. as administrative agent, Morgan Stanley Bank, N.A., as lender, the Bank, as collateral agent, and the subordinated lender party thereto, in its capacity as subordinated lender.

"WARF Recovery Rate Modifier" means, as of any date of determination, the product of (i) the portion of the Recovery Rate Modifier designated by the Collateral Manager in its sole discretion for application thereto and (ii) ~~if the number set forth in the "row/column-entitled "Weighted Average Spread" in the table contained in the definition of "Average Debt Rating Test" for the applicable matrix combination chosen combination" (or the linear interpolation between two adjacent rows and/or two adjacent columns, as applicable) in the following chart (the "Modifier Matrix") which corresponds to the "row/column combination" (or applicable linear interpolation of rows and/or columns) of the Asset Quality Matrix selected by the Collateral Manager in accordance with pursuant to the definition of "Average Debt Rating Test" is (x) greater than or equal to 2.00% but less than 2.50%, 4300, (y) greater than or equal to 2.50% but less than 3.10%, 5700 or (z) greater than or equal to 3.10%, 6000;~~ provided, that for the avoidance of doubt, with respect to each date of determination, the amount specified in clause (i) ~~hereto~~ hereof plus the amount specified in clause (i) of the definition of WAS Recovery Rate Modifier shall not exceed the Recovery Rate Modifier ~~;~~.

<u>Weighted Average Spread</u>	<u>Designated Minimum Diversity Score</u>									
	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]	[ ]
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<u>Designated Maximum Average Debt Rating</u>										

"WAS Recovery Rate Modifier" means, as of any date of determination, the product of (i) the portion of the Recovery Rate Modifier designated by the Collateral Manager in its sole discretion for application thereto and (ii) the number set forth in the column entitled "WAS Recovery Rate Modifier" in the ~~table contained in the definition of "Average Debt Rating Test" corresponding to the applicable matrix combination chosen~~ "row/column combination" (or the linear interpolation between two adjacent rows) of the Asset Quality Matrix selected by the Collateral Manager in accordance with the definition of "Average Debt Rating Test"; provided, that for the avoidance of doubt, with respect to such calculations on each date of determination, the amount specified in clause (i) ~~hereto~~ hereof plus the amount specified in clause (i) of the definition of WARF Recovery Rate Modifier shall not exceed the Recovery Rate Modifier.

"Weighted Average Fixed Rate Coupon" means, as of any date of determination, a rate equal to a fraction (expressed as a percentage) obtained by (i) multiplying the Principal Balance of each Fixed Rate Collateral Debt Obligation held in the Trust Estate as of such date by the current per annum rate at which it pays interest (excluding only the portion of any Deferrable Collateral Debt Obligation which is currently deferring interest or paying such interest in kind), (ii) summing the amounts determined pursuant to clause (i) for all Fixed Rate Collateral Debt Obligations held in the Trust Estate as of such date, (iii) dividing such sum by the aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations held in the Trust Estate as of such date and (iv) if the resulting rate is less than 7.5% the then applicable minimum threshold specified in clause (i) of the "Minimum Coupon Test" definition, adding to such rate the fraction

(expressed as a percentage) obtained by dividing (a) the Gross Spread Excess, if any, as of such date by (b) the aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations held in the Trust Estate as of such date.

For purposes of calculating the Weighted Average Fixed Rate Coupon, Collateral Debt Obligations that are Defaulted Obligations and Equity Securities shall be excluded.

"Weighted Average Life" means, as of any date of determination, the number obtained by (i) for each Collateral Debt Obligation (other than a Defaulted Obligation), multiplying the dollar amount of each Scheduled Distribution representing principal to be paid after such date of determination by the number of years (rounded to the nearest hundredth) from such date of determination until such Scheduled Distribution representing principal is due; (ii) summing all of the products calculated pursuant to clause (i); and (iii) dividing the sum calculated pursuant to clause (ii) by the sum of all Scheduled Distributions representing principal due on all the Collateral Debt Obligations (other than Defaulted Obligations) as of such date of determination.

"Weighted Average Life Test" means a test that is satisfied as of any date of determination if the Weighted Average Life of the Collateral Debt Obligations (excluding Defaulted Obligations) is, as of such date, less than or equal to the ~~number of years as listed in the following table:~~ Maximum Weighted Average Life which corresponds to such date of determination.

<b>As of any date of determination occurring during the period below</b>	<b>Weighted Average Life (in years)</b>
From and including the Closing Date to and including the first Payment Date	9.00
From but excluding the first Payment Date to and including the second Payment Date	8.75
From but excluding the second Payment Date to and including the third Payment Date	8.50
From but excluding the third Payment Date to and including the fourth Payment Date	8.25
From but excluding the fourth Payment Date to and including the fifth Payment Date	8.00
From but excluding the fifth Payment Date to and including the sixth Payment Date	7.75
From but excluding the sixth Payment Date to and including the seventh Payment Date	7.50
From but excluding the seventh Payment Date to and including the eighth Payment Date	7.25
From but excluding the eighth Payment Date to and including the ninth Payment Date	7.00
From but excluding the ninth Payment Date to and including the tenth Payment Date	6.75
From but excluding the tenth Payment Date to and including the eleventh Payment Date	6.50
From but excluding the eleventh Payment Date to and including the twelfth Payment Date	6.25
From but excluding the twelfth Payment Date to and including the thirteenth Payment Date	6.00
From but excluding the thirteenth Payment Date to and including the fourteenth Payment Date	5.75
From but excluding the fourteenth Payment Date to and including the fifteenth Payment Date	5.50
From but excluding the fifteenth Payment Date to and including the sixteenth Payment Date	5.25
From but excluding the sixteenth Payment Date to and including the seventeenth Payment Date	5.00

<b>As of any date of determination occurring during the period below</b>	<b>Weighted Average Life (in years)</b>
<del>From but excluding the seventeenth Payment Date to and including the eighteenth Payment Date</del>	4.75
<del>From but excluding the eighteenth Payment Date to and including the nineteenth Payment Date</del>	4.50
<del>From but excluding the nineteenth Payment Date to and including the twentieth Payment Date</del>	4.25
<del>On any date after the twentieth Payment Date</del>	4.00

"Weighted Average Spread" means, as of any date of determination, a fraction (expressed as a percentage and rounded up to the next 0.01%) equal to the amount obtained by (i) multiplying the Principal Balance (excluding the aggregate amount of any Unfunded Commitments and any interest on Defaulted Obligations) of each Floating Rate Collateral Debt Obligation, other than any Purchased Below-Par ~~Securities~~ [Collateral Debt Obligations](#), held in the Trust Estate as of such date by the Effective Spread, (ii) multiplying the amount of each Unfunded Commitment with respect to which a commitment fee is calculated by the rate at which such commitment fee is calculated, (iii) summing the amounts determined pursuant to clauses (i) and (ii) and adding to such sum the amount of the Discount-Adjusted Spread, (iv) dividing such sum by the aggregate Principal Balance of all Floating Rate Collateral Debt Obligations (including any Unfunded Commitments) held in the Trust Estate as of such date and (v) if such sum is less than the Weighted Average Spread percentage ~~corresponding to the applicable Designated Maximum Average Debt Rating on such date of determination provided in the matrix contained~~ [for the applicable "row/column combination" \(or the linear interpolation between two adjacent rows\) of the Asset Quality Matrix selected by the Collateral Manager as provided](#) in the definition of "Average Debt Rating Test", subject to the proviso clause below, adding to such rate the fraction (expressed as a percentage and rounded up to the next 0.01%) obtained by dividing (a) the Gross Fixed Rate Excess, if any, as of such date by (b) the aggregate Principal Balance of all Floating Rate Collateral Debt Obligations held in the Trust Estate as of such date; provided that, for purposes of calculating the Weighted Average Spread, the spread of any Revolving Loan or Delayed Funding Loan which is not fully funded will be the sum of (a) the product of (1) the Effective Spread payable on the funded portion of such Revolving Loan or Delayed Funding Loan and (2) the percentage equivalent of a fraction the numerator of which is equal to the funded portion of such Revolving Loan or Delayed Funding Loan and the denominator of which is equal to the commitment amount of such Revolving Loan or Delayed Funding Loan and (b) the product of (1) the scheduled amounts (other than interest) of commitment fee and/or facility fee payable on the unfunded portion of such Revolving Loan or Delayed Funding Loan less any withholding tax, if any, on commitment fees and (2) the percentage equivalent of a fraction the numerator of which is equal to the unfunded portion of such Revolving Loan or Delayed Funding Loan and the denominator of which is equal to the commitment amount of such Revolving Loan or Delayed Funding Loan.

For purposes of calculating the Weighted Average Spread, Collateral Debt Obligations that are Defaulted Obligations and Equity Securities shall be excluded.

## 1.2 Rules of Construction.

Unless the context otherwise clearly requires:

- (a) the definitions of terms herein shall apply equally to the singular and plural forms of the terms defined;
- (b) whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms;
- (c) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation";
- (d) the word "will" shall be construed to have the same meaning and effect as the word "shall";
- (e) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein);
- (f) any reference herein to any Person, or to any Person in a specified capacity, shall be construed to include such Person's successors and assigns or such Person's successors in such capacity, as the case may be; ~~and~~
- (g) all references in this instrument to designated "Sections", "clauses" and other subdivisions are to the designated Sections, clauses and other subdivisions of this instrument as originally executed, and the words "herein", "hereof", "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Section, clause or other subdivision-; ~~and~~
- (h) any reference herein to "the Indenture" or "this Agreement" shall include all exhibits and schedules hereto.

## 1.3 Assumptions as to Collateral Debt Obligations and Trust Estate.

- (a) Except as otherwise expressly set forth herein, in connection with all calculations required to be made pursuant to this Indenture with respect to Scheduled Distributions on any Pledged Obligation, or any payments on any other assets included in the Trust Estate, and with respect to the income that can be earned on Scheduled Distributions on such Pledged Obligations and on any other amounts that may be received for deposit in the Collection Account, the provisions set forth in this Section 1.3 hereof shall apply.
- (b) All calculations with respect to Scheduled Distributions on the Pledged Obligations shall be made on the basis of information as to the terms of each such

Pledged Obligation and upon an accounting of payments, if any, received on such Pledged Obligation that are furnished by or on behalf of the obligor of such Pledged Obligation and, to the extent they are not manifestly in error, such information or report may be conclusively relied upon in making such calculations.

(c) For each Due Period, the Scheduled Distributions on any Pledged Obligation shall be the minimum amount (including interest payments, accrued interest, scheduled principal payments, if any, by way of prepayments (which shall be assumed to be made on a pro rata basis) or other scheduled amortization of principal (excluding any optional redemption), return of principal and redemption premium, if any) that, if paid as scheduled, will be available in the Collection Account at the end of such Due Period; provided that, if the nominal Due Date for any payment on a Collateral Debt Obligation occurs on a day during a Due Period that is not a business day under the applicable Underlying Instrument and as a result such payment is paid and received in the following Due Period, such payment shall be deemed to have been received during the Due Period in which such nominal Due Date falls if such payment is timely made in accordance with the related Underlying Instrument.

(d) For calculation purposes, each Scheduled Distribution with respect to a Pledged Obligation shall be assumed to be received on the applicable Due Date, and each such Scheduled Distribution shall be assumed to be immediately deposited in the Collection Account and to earn interest at the Assumed Reinvestment Rate; provided that, except as expressly set forth herein, Scheduled Distributions shall not include any amount of interest payable on Defaulted Obligations as to which the Collateral Manager does not believe will be received in Cash on or before the applicable Due Date; and provided, further, that, if the nominal Due Date for any payment on a Collateral Debt Obligation occurs on a day during a Due Period that is not a business day under the applicable Underlying Instrument and as a result such payment is paid and received in the following Due Period, such payment shall be deemed to have been received during the Due Period in which such nominal Due Date falls if such payment is timely made in accordance with the related Underlying Instrument. All funds assumed to earn interest as provided herein shall be assumed to continue to earn interest at the Assumed Reinvestment Rate until the date on which they are applied to purchase additional Collateral Debt Obligations or required to be available in the Collection Account for application, in accordance with the terms hereof, to payments on the Notes and payment of any other amounts payable or otherwise required to be made available for application in accordance with the terms of this Indenture. Scheduled Distributions of interest on floating rate Pledged Obligations shall be calculated using the interest rates applicable thereto as of the date of determination to the extent the interest rate thereon for future periods has not been determined as of such date of determination. Except as expressly set forth herein, Scheduled Distributions shall not include any amount as to which the Collateral Manager has actual knowledge that such amount will not be paid.

(e) Notwithstanding anything to the contrary contained in this Indenture, if the Trustee receives an Issuer Order or Issuer Request and also receives a Collateral Manager Order or Collateral Manager Request with respect to the same subject matter, the Issuer Order or Issuer Request, as the case may be, shall supersede any such Collateral Manager Order or Collateral Manager Request and be the controlling order or request hereunder.

(f) For purposes of any applicable calculation or determination hereunder, the date on which Collateral Debt Obligations or Eligible Investments are deemed to be acquired, or disposed of, hereunder shall be the trade date (and not the settlement date) for such acquisition or disposition.

(g) References under Section 11.1 to calculations made on a "pro forma basis" shall mean such calculations after giving effect to all payments, in accordance with the Priority of Payments described herein, that precede (in priority of payment) or include the clause in which such calculation is made.

(h) Any future anticipated tax liabilities of a Permitted Subsidiary related to a Collateral Debt Obligation held by such Permitted Subsidiary shall be excluded from the calculation of the Weighted Average Spread ~~used in the Average Debt Rating Test~~ (which exclusion, for the avoidance of doubt, may result in such Collateral Debt Obligation having a negative interest rate spread for purposes of such calculation), the Weighted Average Fixed Rate Coupon, the Senior Interest Coverage Ratio, the Class C Interest Coverage Ratio, the Class D Interest Coverage Ratio, the Class E Interest Coverage Ratio and the Interest Diversion Test Ratio with respect to any specified Class or Classes of Secured Notes.

(i) With respect to any determination or judgment to be made by the Collateral Manager hereunder, the Collateral Manager shall be required to make such determination or judgment subject to the standard of care imposed on the Collateral Manager under the terms of the Collateral Management Agreement.

(j) For purposes of any calculation or determination hereunder, (i) the result of which is expressed as a percentage, such result shall be rounded to the nearest 0.01%, unless otherwise specified herein and (ii) the result of which is expressed numerically other than as a percentage, such result shall be rounded to the nearest hundredth decimal place, unless otherwise specified herein.

(k) For purposes of the definition of "Percentage Limitations", any ~~issuerobligor~~ or ~~issuersobligors~~ that are organized in a territory of the United States, but for which the Bankruptcy Law would not govern a primary insolvency proceeding in the event of an insolvency of such ~~issuerobligor~~ or ~~issuersobligors~~ pursuant to the laws of the applicable territory, shall be deemed not Domiciled in the United States or its territories.

(l) For the avoidance of doubt, the Class X Notes issued on the Closing Date ceased to be Outstanding for all purposes under this Indenture prior to the Amendment Date, and the modifications to this Indenture effective on the Amendment Date include the removal of references to the Class X Notes, other than the definition of Class X Notes in Section 1.1 and the references to Class X Notes in the first table that appears in Section 2.3.

## 2. THE NOTES

### 2.1 Forms Generally.

The Notes and the Trustee's or Authenticating Agent's certificate of authentication thereon (the "Certificate of Authentication") shall be in substantially the forms required by this



Article, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the Authorized Officer(s) of the Applicable Issuers executing such Notes as evidenced by such Authorized Officer's execution of such Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

## 2.2 Form of Notes and Certificate of Authentication.

(a) The form of the Notes and Certificate of Authentication shall be as set forth as Exhibits A-1 through A-5 hereto.

(b) Regulation S Global Notes. The Notes of each Class initially sold to non-U.S. Persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S shall be issued initially ~~on the Closing Date~~ in the form of one or more permanent global notes in definitive, fully registered form without interest coupons substantially in the form of Exhibit A-1 or A-4 hereto (a "Regulation S Global Note"), which shall be deposited on behalf of the subscribers for such Notes represented thereby with the Trustee as custodian for, and registered in the name of a nominee of, the Depository and for the respective accounts of Euroclear and Clearstream, duly executed by the Applicable Issuers and authenticated by the Trustee as hereinafter provided; ~~provided that Holders of Subordinated Notes in the form of an interest in a Regulation S Global Note that contribute Further Advances will be required to exchange their interest in such Regulation S Global Note for a Definitive Note.~~ The Aggregate Principal Amount of the Regulation S Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee or the Depository or its nominee, as the case may be, as hereinafter provided. Subject to the following sentence, all or a portion of an interest in a Regulation S Global Note may be transferred to a Person taking delivery in the form of an interest in a Regulation S Global Note in accordance with the applicable procedures of Clearstream and/or Euroclear; provided that any remaining principal amount of the transferor's interest in such Regulation S Global Note will either equal zero or meet the required minimum denominations. Notwithstanding the foregoing, no Benefit Plan Investor or Controlling Person (other than a Benefit Plan Investor or Controlling Person purchasing Class E Notes, Subordinated Fee Notes or Subordinated Notes from the Issuer on the Closing Date or Class E Notes from the Issuer on the Amendment Date that has obtained approval from the Issuer prior to the Closing Date or the Amendment Date, as applicable) may hold Class E Notes, Subordinated Fee Notes or Subordinated Notes in the form of a Regulation S Global Note.

(c) Rule 144A Global Notes. The Secured Notes initially sold in the United States or to any U.S. Person (as defined in Regulation S) pursuant to Rule 144A (where the investor represents that it is both a Qualified Institutional Buyer and a Qualified Purchaser) shall be issued initially ~~on the Closing Date~~ in the form of one permanent global note for each such Class in definitive, fully registered form without interest coupons substantially in the form of Exhibit A-2 hereto (each, a "Rule 144A Global Note"), which shall be deposited on behalf of the subscribers of such Secured Notes represented thereby with the Trustee as custodian for, and registered in the name of a nominee of, the Depository, duly executed by the Applicable Issuers and authenticated by the Trustee as hereinafter provided. The Aggregate Principal Amount of the

Rule 144A Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee or the Depository or its nominee, as the case may be, as hereinafter provided. Subject to the following sentence, all or a portion of an interest in a Rule 144A Global Note may be transferred to a Person taking delivery in the form of an interest in a Rule 144A Global Note in accordance with the applicable procedures of DTC (in addition to those under this Indenture); provided that any remaining principal amount of the transferor's interest in the Rule 144A Global Note will either equal zero or meet the required minimum denominations. Notwithstanding the foregoing, no Benefit Plan Investor or Controlling Person (other than a Benefit Plan Investor or Controlling Person purchasing from the Issuer on the Closing Date or the Amendment Date, as applicable, that has obtained approval from the Issuer prior to the Closing Date or the Amendment Date, as applicable) may hold Class E Notes in the form of a Rule 144A Global Note.

(d) Definitive Notes. All Subordinated Fee Notes and Subordinated Notes initially sold to U.S. Persons or in transactions that are not "offshore transactions" (as each such term is defined in Regulation S) to Persons that represent that they are QIB/QPs shall be issued in the form of Definitive Notes in definitive, fully registered form without interest coupons substantially in the form of Exhibit A-3, which shall be registered in the name of the beneficial owner or nominee thereof, duly executed by the Issuer and authenticated by the Trustee or an Authenticating Agent as hereinafter provided.  ~~Holders of Subordinated Notes in the form of an interest in a Regulation S Global Note that contribute Further Advances will be required to exchange their interest in such Regulation S Global Note for a Definitive Note.~~ After the Closing Date (or, in the case of the Class E Notes, the Amendment Date), transferees of interests in Class E Notes, Subordinated Fee Notes or Subordinated Notes that are Benefit Plan Investors or Controlling Persons will be required to hold such interests in the form of Definitive Notes in fully registered form without interest coupons substantially in the form of Exhibit A-5 (in the case of the Class E Notes) or Exhibit A-3 (in the case of Subordinated Fee Notes or Subordinated Notes), which shall be registered in the name of the beneficial owner or nominee thereof, duly executed by the Issuer and authenticated by the Trustee as hereinafter provided.

(e) Book-Entry Provisions. This Section 2.2(e) shall apply only to Global Notes deposited with or on behalf of the Depository.

(i) The provisions of the "Operating Procedures of the Euroclear System" of Euroclear and the "Terms and Conditions Governing Use of Participants" of Clearstream, respectively, will be applicable to the Global Notes insofar as interests in such Global Notes are held by the Agent Members of Euroclear or Clearstream, as the case may be.

(ii) Agent Members shall have no rights under this Indenture with respect to any Global Notes held on their behalf by the Trustee, as custodian for the Depository, and the Depository may be treated by the Applicable Issuers, the Trustee and any agent of any of the Applicable Issuers or the Trustee as the Holder of such Global Notes for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Applicable Issuers, the Trustee or any agent of any of the Applicable Issuers or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depository or impair, as between the Depository, Euroclear, Clearstream and their respective participants,

the operation of customary practices governing the exercise of the rights of an owner of a beneficial interest in any Global Note.

### 2.3 Authorized Amount and Denominations.

The Aggregate Principal Amount of the Notes that may be authenticated and delivered under this Indenture is limited to U.S.\$~~515,200,000~~,~~[●]~~, except for (i) Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 2.5, 2.6 or 8.5 hereof, (ii) additional notes issued in accordance with Sections 2.16 and ~~3-6~~,~~3.6~~ (including any additional notes issued in connection with a Risk Retention Issuance), (iii) refinancing obligations issued in a Refinancing in accordance with Section 9.4(d) or 9.11 or (iv) the Subordinated Fee Notes issued with a notional amount of \$1,500,000. ~~Such~~Prior to the Amendment Date, such Notes shall be divided into the following Classes, having the designations, original principal amounts (or notional amount) and other characteristics as follows:

<u>Class*</u>	<u>Class X Notes</u>	<u>Class A Notes</u>	<u>Class B Notes</u>	<u>Class C Notes</u>
Initial Aggregate Principal or Notional Amount (U.S.\$)	\$4,000,000	\$310,000,000	\$72,500,000	\$25,000,000
Rating (Moody's)	"Aaa (sf)"	"Aaa (sf)"	"Aa2 (sf)"	"A2 (sf)"
Rating (Fitch)	"AAA (sf)"	"AAA (sf)"	N/A	N/A
Applicable Periodic Rate (per annum) <sup>1</sup>	LIBOR + 1.00%	LIBOR + 1.43%	LIBOR + 2.00%	LIBOR + 2.90%
Stated Maturity Date	July 15, 2027	July 15, 2027	July 15, 2027	July 15, 2027
Priority Classes	None	None	X, A	X, A, B
Pari Passu Classes	Class A	Class X	None	None
Junior Classes	B, C, D, E, Subordinated Notes	B, C, D, E, Subordinated Notes	C, D, E, Subordinated Notes	D, E, Subordinated Notes
<u>Class</u>	<u>Class D-1 Notes</u>	<u>Class D-2 Notes</u>	<u>Class E Notes</u>	<u>Subordinated Notes</u>
Initial Aggregate Principal or Notional Amount (U.S.\$)	\$13,750,000	\$13,750,000	\$25,000,000	\$51,200,000
Rating (Moody's)	"Baa3 (sf)"	"Baa3 (sf)"	"Ba3 (sf)"	N/A
Rating (Fitch)	N/A	N/A	N/A	N/A
Applicable Periodic Rate (per annum) <sup>1</sup>	LIBOR + 3.55%	LIBOR + 4.10%	LIBOR + 6.05%	N/A
Stated Maturity Date	July 15, 2027	July 15, 2027	July 15, 2027	July 15, 2027
Priority Classes	X, A, B, C	X, A, B, C	X, A, B, C, D	X, A, B, C, D, E
Pari Passu Classes <sup>2</sup>	Class D-2	Class D-1	None	None
Junior Classes	E, Subordinated Notes	E, Subordinated Notes	Subordinated Notes	None

<sup>1</sup> LIBOR shall be calculated in accordance with the definition of LIBOR set forth in Section 2.11. LIBOR for the Periodic Interest Accrual Period relating to the Initial Payment Date shall be 0.36549%.

<sup>2</sup> Prior to an Enforcement Event, payments of principal on the Class X Notes may be made without a corresponding payment of principal on the Class A Notes being made.

\* The Issuer will also issue Subordinated Fee Notes on the Closing Date which are not listed in the table above. The holders of Subordinated Fee Notes will not be entitled to receive payments in respect of principal or interest, but such holders will be entitled to receive on each Payment Date certain amounts in accordance with the Priority of Payments. The Subordinated Fee Notes will have a notional balance of \$1,500,000 solely for the purposes of allocating such payments among holders of Subordinated Fee Notes.

On and after the Amendment Date, such Notes shall be divided into the following Classes, having the designations, original principal amounts (or notional amount) and other characteristics as follows:

<u>Class*</u>	<u>Class A-1-R Notes</u>	<u>Class A-2-R Notes</u>	<u>Class B-R Notes</u>	<u>Class C-R Notes</u>
<u>Initial Aggregate Principal or Notional Amount (U.S.\$)</u>	<u>\$[●]</u>	<u>\$[●]</u>	<u>\$[●]</u>	<u>\$[●]</u>
<u>Rating (Moody's)</u>	<u>["Aaa (sf)"]</u>	<u>N/A</u>	<u>["Aa2 (sf)"]</u>	<u>["A2 (sf)"]</u>
<u>Rating (Fitch)</u>	<u>["AAA (sf)"]</u>	<u>["AAA (sf)"]</u>	<u>N/A</u>	<u>N/A</u>
<u>Applicable Periodic Rate (per annum)<sup>1</sup></u>	<u>LIBOR + [●]%</u>	<u>LIBOR + [●]%</u>	<u>LIBOR + [●]%</u>	<u>LIBOR + [●]%</u>
<u>Stated Maturity Date</u>	<u>July 15, 2030</u>	<u>July 15, 2030</u>	<u>July 15, 2030</u>	<u>July 15, 2030</u>
<u>Priority Classes</u>	<u>None</u>	<u>A-1-R</u>	<u>A-1-R, A-2-R</u>	<u>A-1-R, A-2-R, B-R</u>
<u>Pari Passu Classes</u>	<u>None</u>	<u>None</u>	<u>None</u>	<u>None</u>
<u>Junior Classes</u>	<u>A-2-R, B-R, C-R, D-R, E-R, Subordinated Notes</u>	<u>B-R, C-R, D-R, E-R, Subordinated Notes</u>	<u>C-R, D-R, E-R, Subordinated Notes</u>	<u>D-R, E-R, Subordinated Notes</u>

<u>Class</u>	<u>Class D-R Notes</u>	<u>Class E-R Notes</u>	<u>Subordinated Notes</u>
<u>Initial Aggregate Principal or Notional Amount (U.S.\$)</u>	<u>\$[●]</u>	<u>\$[●]</u>	<u>\$51,200,000</u>
<u>Rating (Moody's)</u>	<u>["Baa3 (sf)"]</u>	<u>["Ba3 (sf)"]</u>	<u>N/A</u>
<u>Rating (Fitch)</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<u>Applicable Periodic Rate (per annum)<sup>1</sup></u>	<u>LIBOR + [●]%</u>	<u>LIBOR + [●]%</u>	<u>N/A</u>
<u>Stated Maturity Date</u>	<u>July 15, 2030</u>	<u>July 15, 2030</u>	<u>July 15, 2030</u>
<u>Priority Classes</u>	<u>A-1-R, A-2-R, B-R, C-R</u>	<u>A-1-R, A-2-R, B-R, C-R, D-R</u>	<u>A-1-R, A-2-R, B-R, C-R, D-R, E-R</u>
<u>Pari Passu Classes</u>	<u>None</u>	<u>None</u>	<u>None</u>

<u>Class</u>	<u>Class D-R Notes</u>	<u>Class E-R Notes</u>	<u>Subordinated Notes</u>
<u>Junior Classes</u>	<u>E-R, Subordinated Notes</u>	<u>Subordinated Notes</u>	<u>None</u>

<sup>1</sup> With respect to the Refinancing Notes, LIBOR for the Periodic Interest Accrual Period ending on the first Payment Date after the Amendment Date shall have been calculated by reference to the LIBOR determination made for such Periodic Interest Accrual Period in accordance with the definition of LIBOR set forth in Section 2.11.

\* Table does not include the Subordinated Fee Notes issued on the Closing Date.

Each Class of Notes, whether issued in the form of Definitive Notes or Global Notes, shall be issuable as of the Closing Date in minimum authorized denominations of U.S.\$250,000 and integral multiples of U.S.\$1.00 in excess thereof, unless the Issuer otherwise consents. The minimum denominations of the Notes authorized to be issued under this Section 2.3 are referred to herein in each case as an "Authorized Denomination" and are expressed in terms of the principal amounts thereof at the date of issuance. After issuance, any Note may fail to be in an Authorized Denomination due to the repayment of principal thereof in accordance with the Priority of Payments or any other applicable provision hereof, and after such repayment the "Authorized Denomination" of any such Note, for purposes of this Indenture, shall mean the original Authorized Denomination reduced by any such repayment.

#### 2.4 Execution, Authentication, Delivery and Dating.

The Notes shall be executed on behalf of the Applicable Issuers by an Authorized Officer or Authorized Officers thereof. The signature or signatures of such Authorized Officers on the Notes may be manual or facsimile.

Notes bearing the manual or facsimile signature of an individual who was at the time of execution an Authorized Officer of either of the Applicable Issuers shall bind such Applicable Issuer, notwithstanding the fact that such individual has ceased to hold such office prior to the authentication and delivery of such Notes or did not hold such office at the date of issuance of such Notes.

At any time and from time to time after the execution and delivery of this Indenture, the Applicable Issuers may deliver the Notes executed by the Applicable Issuers to the Trustee or an Authenticating Agent for authentication, and the Trustee or the Authenticating Agent, upon Issuer Order, shall authenticate and deliver (which delivery may be by facsimile or electronic mail if the Notes are retained in the possession of the Trustee) such Notes as provided in this Indenture and not otherwise. The authenticated Notes shall bear a manual signature of a Responsible Officer of the Trustee or the Authenticating Agent ~~may be evidenced by an original manual signature.~~

Each Note authenticated and delivered by the Trustee or an Authenticating Agent upon Issuer Order on the Closing Date shall be dated as of the Closing Date. All other Notes that are authenticated after the Closing Date for any other purpose under this Indenture shall be dated as of the date of their authentication.

Notes issued upon transfer, exchange or replacement of other Notes shall be issued in Authorized Denominations reflecting the original Aggregate Principal Amount of the Notes so transferred, exchanged or replaced, but shall represent only the Outstanding Aggregate Principal Amount of the Notes so transferred, exchanged or replaced. If any Note is divided into more than one Note in accordance with this Article 2, the original Aggregate Principal Amount of such Note shall be appropriately divided among the Notes delivered in exchange therefor in accordance with the terms of the transfer or exchange being effected thereby and shall be deemed to be the original Aggregate Principal Amount of such subsequently issued Notes; provided, however, that each such Note must be issued in an Authorized Denomination.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a Certificate of Authentication, substantially in the form provided for herein, authenticated by the Trustee or by the Authenticating Agent by the manual signature of one of its authorized signatories, and such certificate upon any Note shall be conclusive evidence, and the only evidence, that such Note has been duly authenticated and delivered hereunder.

## 2.5 Registration, Registration of Transfer and Exchange.

(a) The Issuer shall cause to be kept a register (the "Note Register"), in which, subject to such reasonable procedures as it may prescribe, the Issuer shall provide for the registration of the Notes and the registration of transfers of the Notes. The Trustee is hereby initially appointed "Note Registrar" for the purpose of registering Notes and transfers and exchanges of such Notes as herein provided on behalf of the Issuer. The Issuer shall inform the Trustee of any reasonable procedures it may prescribe pursuant to the first sentence of this Section 2.5(a). In all events, the Trustee shall maintain at its Corporate Trust Office such books and records as it may deem necessary or appropriate in respect of the performance of its function as Note Registrar. In the event that the Trustee is no longer acting in the capacity of the Note Registrar, the Trustee shall promptly inform any such successor Note Registrar of any transfer of record ownership of a Note so that the successor Note Registrar may register the same in the Note Register, and upon request at any time the Note Registrar shall provide to the Trustee, the Issuer or the Collateral Manager a current list of Noteholders as reflected in the Note Register.

The Issuer shall notify the Trustee of any Notes owned by or pledged to the Issuer or any of its Affiliates promptly upon the acquisition thereof or the creation of such pledge. Upon the written request of any Noteholder, the Note Registrar shall promptly, but in no event later than five (5) Business Days following such request, provide to such Noteholder a list of all other Noteholders. The Note Registrar shall forward such list to the requesting Noteholder promptly upon its receipt thereof; provided, however, that the Note Registrar shall have no liability to any Person for furnishing any information contained in the Note Register to any Noteholder.

Subject to the provisions of this Section 2.5, upon surrender for registration of transfer of any Note, the Applicable Issuers shall execute, and the Trustee or an Authenticating Agent shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Notes of the same Class, of any Authorized Denomination and of a like Aggregate Principal Amount.

Subject to the provisions of this Section 2.5, at the option of the Holder, Notes may be exchanged for other Notes of the same Class, in any Authorized Denominations and of a like Aggregate Principal Amount, upon surrender of the Notes to be exchanged at the office designated by the Trustee for such purposes as set forth in Section 7.3. Whenever any Notes are surrendered for exchange, the Applicable Issuers shall execute, and the Trustee or an Authenticating Agent shall authenticate and deliver, the Notes that the Noteholder making the exchange is entitled to receive.

All Notes issued and authenticated upon any registration of transfer or exchange of Notes shall be the valid obligations of the Applicable Issuers, evidencing the same debt and entitled to the same benefits under this Indenture as the Notes surrendered upon such registration of transfer or exchange.

Every Note presented or surrendered for registration of transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer in form satisfactory to the Applicable Issuers duly executed by the Holder thereof or its attorney duly authorized in writing with such signature guaranteed by an "eligible guarantor institution" meeting the requirements of the Note Registrar, which requirements include membership or participation in Securities Transfer Agents Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Note Registrar in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

No service charge shall be made to a Holder for any registration of transfer or exchange of Notes, but the Issuer, the Co-Issuer (if applicable) or the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes and any other expenses connected therewith. The Trustee shall be permitted to request such evidence reasonably satisfactory to it documenting the identity and/or signature of the transferor and transferee.

(b) No Note may be sold or transferred (including by pledge or hypothecation) unless such sale or transfer is exempt from the registration requirements of the Securities Act, would not require the registration of the Issuer under the Investment Company Act and is exempt under applicable state or foreign securities laws. No Note may be offered, sold, placed or delivered as part of the distribution by the Initial Purchaser at any time, or otherwise, to or for the benefit of U.S. Persons (as defined in Regulation S) or U.S. Residents except to "qualified institutional buyers", as defined in Rule 144A under the Securities Act, that are also Qualified Purchasers. The Notes may be sold or resold, as the case may be, in offshore transactions to Persons that are neither U.S. Persons (as defined in Regulation S) nor U.S. Residents in reliance on Regulation S under the Securities Act. None of the Issuer, the Co-Issuer, the Trustee or any other Person may register the Notes under the Securities Act or any state or foreign securities laws.

The Trustee shall require, prior to any sale or other transfer of a Note in which delivery is to be made in the form of a Definitive Note, that the Noteholder's prospective transferee deliver to the Trustee and the Issuer a certificate relating to such transfer substantially in the form of Exhibit B-1 or Exhibit B-2, as applicable, hereto (each, a "Transferee Certificate").  
~~The Trustee shall, prior to any exchange of an interest in a global Subordinated Note in~~

~~connection with a Further Advance, require that the Holder certify to the Issuer and the Trustee in writing that it is the beneficial owner of such interest (including the amount of such interest).~~

(c) The Trustee shall be entitled to rely conclusively on any Transferee Certificate (or certification) and shall be entitled to presume conclusively the continuing accuracy thereof from time to time, in each case without further inquiry or investigation.

(d) At any time when the Co-Issuers are not subject to Section 13 or 15(d) of the Exchange Act ~~or~~ and are not exempt from reporting requirements pursuant to Rule 12g3-2(b) thereunder, upon the request of any Noteholder or Certifying Holder, the Applicable Issuers shall promptly furnish to such Noteholder, or Certifying Holder or to a prospective purchaser of any Note designated by such Noteholder or Certifying Holder, the information which the Applicable Issuers determine to be required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act ("Rule 144A Information") in order to permit compliance by such Noteholder or Certifying Holder with Rule 144A in connection with the resale of such Note by such Noteholder or Certifying Holder. Upon request by the Applicable Issuers, the Trustee shall cooperate with the Applicable Issuers in mailing or otherwise distributing (at the Applicable Issuers' expense) to such Noteholders or Certifying Holder or prospective purchasers, at and pursuant to the Applicable Issuer's written direction, the foregoing materials prepared and provided by the Applicable Issuers; provided, however, that the Trustee shall be entitled to affix thereto or enclose therewith such disclaimers as the Trustee shall deem reasonably appropriate, at its discretion (such as, for example, a disclaimer that such Rule 144A Information was assembled by the Applicable Issuers, and not by the Trustee, that the Trustee has not reviewed or verified the accuracy thereof and that it makes no representation as to the sufficiency of such information under Rule 144A or for any other purpose).

(e) The Trustee shall not be responsible for ascertaining whether any transfer complies with, or for otherwise monitoring or determining compliance with, the requirements or terms of the Securities Act, applicable state securities laws, ERISA, the Code or the Investment Company Act, except that, if a certificate is specifically required by the terms of this Section 2.5 to be provided to the Trustee by a prospective transferee, the Trustee shall be under a duty to receive and examine the same to determine whether it conforms substantially on its face to the applicable requirements of this Section.

(f) For so long as any of the Notes are Outstanding, the Issuer shall not issue or permit the transfer of any Ordinary Shares of the Issuer to U.S. Persons, and the Co-Issuer shall not permit the acquisition of any membership interests of the Co-Issuer by U.S. Persons.

(g) So long as a Global Note remains Outstanding and is held by or on behalf of the Depository, transfers of such Global Note, in whole or in part, shall only be made in accordance with Section 2.2(b) or 2.2(c) hereof, as applicable, and this Section 2.5(g).

(i) Whole Global Note Transfers. Subject to clauses (ii), (iii) and (iv) of this Section 2.5(g), transfers of a Global Note shall be limited to transfers in whole, but not in part, to nominees of the Depository or to a successor of the Depository or to such successor's nominee.



(ii) Rule 144A Global Note or Definitive Note to Regulation S Global Note. If a Holder of a beneficial interest in a Rule 144A Global Note deposited with the Depository or a Holder of a Definitive Note wishes at any time to exchange its interest in such Rule 144A Global Note or Definitive Note, as applicable, for an interest in the corresponding Regulation S Global Note or to transfer its interest in such Rule 144A Global Note or Definitive Note to a Person who wishes to take delivery thereof in the form of an interest in the corresponding Regulation S Global Note, such Holder (provided such Holder or, in the case of a transfer, the transferee is not a U.S. Person as defined in Regulation S), subject to the rules and procedures of the Depository, may exchange or transfer, or cause the exchange or transfer of, such interest for an equivalent beneficial interest in the corresponding Regulation S Global Note. Upon receipt by the Note Registrar of (A) instructions given in accordance with the Depository's procedures from an Agent Member directing the Note Registrar to credit or cause to be credited a beneficial interest in the corresponding Regulation S Global Note, but not less than the Authorized Denomination applicable to such Holder's Notes, in an amount equal to the beneficial interest in the Rule 144A Global Note or Definitive Note to be exchanged or transferred, (B) a written order given in accordance with the Depository's procedures containing information regarding the participant account of the Depository and, if applicable, the Euroclear or Clearstream account to be credited with such increase, (C) a certificate in the form of Exhibit C-2 attached hereto given by the Holder of such beneficial interest stating that the exchange or transfer of such interest has been made in compliance with the transfer restrictions applicable to the Notes, including that the Holder or the transferee, as applicable, is not a U.S. Person as defined in Regulation S, and the proposed transfer is being made pursuant to and in accordance with Regulation S and (D) a certificate in the form of Exhibit B-2 attached hereto given by the transferee of such beneficial interest stating, among other things, that the transferee is a non-U.S. Person purchasing such beneficial interest in an offshore transaction pursuant to Regulation S, then the Note Registrar shall instruct the Depository to reduce the principal amount of the Rule 144A Global Note or to cancel the Definitive Note (and, in the case of a partial transfer, issue a new Definitive Note in the applicable remaining principal amount) in accordance with Section 2.9 hereof, as applicable, and to increase the principal amount of the Regulation S Global Note, as the case may be, by the Aggregate Principal Amount of the beneficial interest in the Rule 144A Global Note or Definitive Note to be transferred or exchanged and to credit or cause to be credited to the securities account of the Person specified in such instructions a beneficial interest in the corresponding Regulation S Global Note equal to the reduction in the principal amount of the Rule 144A Global Note or the Aggregate Principal Amount so canceled and not re-issued as a Definitive Note as directed by the Holder of such Definitive Note; provided, however, that no such exchange for an interest in a Regulation S Global Note shall be permitted with respect to an interest in ERISA Restricted Notes if the transferee is a Benefit Plan Investor or Controlling Person.

(iii) Regulation S Global Note to Rule 144A Global Note. If a Holder of a beneficial interest in a Regulation S Global Note deposited with the Depository wishes at any time to exchange its interest in such Regulation S Global Note for an interest in the corresponding Rule 144A Global Note or to transfer its interest in such Regulation S Global Note to a Person who wishes to take delivery thereof in the form of an interest in the corresponding Rule 144A Global Note, such Holder may, subject to the rules and procedures of Euroclear, Clearstream and/or the Depository, as the case may be, exchange or transfer, or cause the exchange or transfer of, such interest for an equivalent beneficial interest in the corresponding

Rule 144A Global Note. Upon receipt by the Note Registrar of (A) instructions from Euroclear, Clearstream and/or the Depository, as the case may be, directing the Note Registrar to cause to be credited a beneficial interest in the corresponding Rule 144A Global Note in an amount equal to the beneficial interest in such Regulation S Global Note, but not less than the Authorized Denomination applicable to such Holder's Notes, to be exchanged or transferred, such instructions to contain information regarding the participant account with the Depository to be credited with such increase, (B) a certificate in the form of Exhibit C-1 attached hereto given by the Holder of such beneficial interest and stating, among other things, that, in the case of a transfer, the Person transferring such interest in such Regulation S Global Note reasonably believes that the Person acquiring such interest in a Rule 144A Global Note is a Qualified Institutional Buyer, is obtaining such beneficial interest in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction and is also a Qualified Purchaser and that the proposed transferee is both a Qualified Institutional Buyer and a Qualified Purchaser or that, in the case of an exchange, the Holder is a Qualified Institutional Buyer and is also a Qualified Purchaser and (C) a certificate in the form of Exhibit B-1 attached hereto given by the transferee in respect of such beneficial interest and stating, among other things, that such transferee is a Qualified Institutional Buyer and a Qualified Purchaser, then the Note Registrar will instruct the Depository to reduce, or cause to be reduced, the Regulation S Global Note by the Aggregate Principal Amount of the beneficial interest in the Regulation S Global Note to be transferred or exchanged and the Note Registrar shall instruct the Depository, concurrently with such reduction, to credit or cause to be credited to the securities account of the Person specified in such instructions a beneficial interest in the corresponding Rule 144A Global Note equal to the reduction in the Aggregate Principal Amount of the Regulation S Global Note; provided, however, that no such exchange for an interest in a Rule 144A Global Note shall be permitted with respect to an interest in ERISA Restricted Notes if the transferee is a Benefit Plan Investor or Controlling Person.

(iv) Global Note to Definitive Note. Notwithstanding anything in this Section 2.5(g)(iv) to the contrary, no Global Note (other than a Global Note representing a Subordinated Note or a Subordinated Fee Note or an interest in a Global Note being exchanged for an ERISA Restricted Definitive Note) shall be exchanged for a Definitive Note unless an event described in Section 2.10 hereof shall have occurred. If a Holder of a beneficial interest in a Global Note wishes at any time to transfer its interest in such Global Note to a Person who wishes to take delivery thereof in the form of a Definitive Note of the same Class, such Holder may, and delivery of the applicable Transferor Certificate and/or Transferee Certificate, subject to the rules and procedures of Euroclear, Clearstream and/or the Depository, as the case may be, transfer or cause the transfer of such interest for an equivalent beneficial interest in one or more such Definitive Notes of the same Class as described below. Upon receipt by the Note Registrar of instructions given in accordance with the Depository's procedures from an Agent Member, or instructions from Euroclear, Clearstream and/or the Depository, as the case may be, directing the Trustee to deliver one or more such Definitive Notes, designating the registered name or names, address, payment instructions, the Class and the number and principal or outstanding amounts of the Definitive Notes to be executed and delivered (the Class and the Aggregate Principal Amounts of such Definitive Notes being the same as the beneficial interest in the Global Note to be transferred), in Authorized Denominations, then the Note Registrar will instruct the Depository to reduce, or cause to be reduced, the applicable Global Note by the Aggregate Principal Amount of the beneficial interest in such Global Note to be transferred and the Note

Registrar shall record the transfer in the Note Register in accordance with Section 2.5(a) hereof and authenticate and deliver one or more Definitive Notes of the appropriate Class registered in the names specified in the applicable Transferee Certificate in principal amounts designated by the transferee (the aggregate of such amounts being equal to the beneficial interest in the Global Notes to be transferred) and in the Authorized Denominations and integral multiples in excess thereof as specified in Section 2.3 hereof. No transfer or exchange of an interest in an ERISA Restricted Note will be permitted to a Benefit Plan Investor or a Controlling Person unless (A) such Benefit Plan Investor or Controlling Person acquires such interest in the form of an ERISA Restricted Definitive Note, and (B) the 25% Limitation is not violated with respect to the applicable Class of Notes.

If a Holder of a beneficial interest in a Global Note wishes at any time to exchange such interest in a Global Note for an interest in one or more Definitive Notes of the applicable Class ~~(including a Holder of Subordinated Notes in the form of an interest in a Global Note in connection with a Further Advance)~~, such Holder may exchange or cause the exchange of such interest for an equivalent beneficial interest in one or more such Definitive Notes as provided below. Upon receipt by the Note Registrar of (A) instructions given in accordance with the Depository's procedures from an Agent Member, or instructions from Euroclear, Clearstream and/or the Depository, as the case may be, directing the Trustee to deliver one or more Definitive Notes and (B) written instructions from such Holder designating the registered name or names, address and payment instructions of such Holder and the Class and the number and principal or outstanding amounts of the applicable Definitive Notes to be executed and delivered to such Holder (the Class and the Aggregate Principal Amounts of such Definitive Notes being the same as the beneficial interest in the Global Note to be exchanged), then the Note Registrar shall instruct the Depository to reduce the Global Note by the Aggregate Principal Amount of the beneficial interest in the Global Note to be exchanged, shall record the exchange in the Note Register in accordance with Section 2.5(a) hereof and authenticate and deliver one or more Definitive Notes of the appropriate Class registered as specified in the instructions described in clause (A) above, in Authorized Denominations.

(h) So long as any Definitive Notes remain outstanding, transfers and exchanges of Definitive Notes, in whole or in part, shall only be made in accordance with this Section 2.5(h).

(i) Transfer of Definitive Note. If a Holder of a Definitive Note wishes at any time to transfer such Definitive Note to a Person who wishes to take delivery thereof in the form of one or more Definitive Notes or for an interest in a Global Note, as applicable, of the same Class, such Holder may transfer or cause the transfer of such Notes as provided below. Upon receipt by the Note Registrar at the Corporate Trust Office of such Holder's Definitive Note properly endorsed for assignment to the transferee and the applicable Transferor Certificate and/or Transferee Certificate, the Note Registrar shall cancel such Definitive Note in accordance with Section 2.9 hereof, record the transfer in the Note Register in accordance with Section 2.5(a) hereof and (i) in the case of a transfer for a Definitive Note, upon execution by the Applicable Issuers, authenticate and deliver one or more Definitive Notes bearing the same designation as the Definitive Notes endorsed for transfer, registered in the names specified in written instructions from the applicable transferee, in the Aggregate Principal Amounts designated by the transferee (the Aggregate Principal Amounts or aggregate

outstanding amounts, as applicable, being equal to the Aggregate Principal Amount or aggregate outstanding amount of the Definitive Notes surrendered by the transferor) and in Authorized Denominations or (ii) in the case of a transfer for an interest in a Global Note, the Note Registrar shall instruct the Depository to increase the Global Note by an amount equal to the Aggregate Principal Amount of the Definitive Note surrendered by the transferor to the transferee, in Authorized Denominations.

(ii) Exchange of Definitive Notes. If a Holder of one or more Definitive Notes wishes at any time to exchange such Definitive Notes for one or more Definitive Notes of the same Class of different Aggregate Principal Amounts, such Holder may exchange or cause the exchange of such Definitive Note for Definitive Notes bearing the same designation as the Definitive Notes endorsed for exchange as provided below. Upon receipt by the Note Registrar of (A) such Holder's Definitive Notes properly endorsed for such exchange and (B) written instructions from such Holder designating the number and principal amounts of the Definitive Notes to be issued (the Aggregate Principal Amounts being equal to the Aggregate Principal Amount (or aggregate outstanding amount, as applicable) of the Definitive Notes surrendered for exchange), then the Note Registrar shall cancel such Definitive Notes in accordance with Section 2.9 hereof, record the exchange in the Note Register in accordance with Section 2.5(a) hereof and upon execution by the Applicable Issuers, authenticate and deliver one or more Definitive Notes bearing the same designation as the Definitive Notes endorsed for exchange, registered in the same names as the Definitive Notes surrendered by such Holder, in different Aggregate Principal Amounts designated by such Holder and in Authorized Denominations.

(i) [Reserved]

(j) If Notes are issued upon the transfer, exchange or replacement of Notes bearing the applicable legends set forth in the Exhibits hereto and if a request is made to remove such applicable legend on such Notes, the Notes so issued shall bear such applicable legend, or such applicable legend shall not be removed, as the case may be, unless there is delivered to the Trustee and the Applicable Issuers such satisfactory evidence, which may include an Opinion of Counsel acceptable to them, as may be reasonably required by such Applicable Issuers (and which shall by its terms permit reliance by the Trustee), to the effect that neither such applicable legend nor the restrictions on transfer set forth therein are required to ensure that transfers thereof comply with the provisions of the Securities Act, the Investment Company Act, ERISA or the Code or any other applicable law. Upon provision of such satisfactory evidence, the Trustee or an Authenticating Agent, at the written direction of the Applicable Issuers, shall, after due execution by the Applicable Issuers, authenticate and deliver Notes that do not bear such applicable legend.

(k) Each Person who becomes a beneficial owner of Notes of a Class represented by an interest in a Rule 144A Global Note will be deemed to have represented and agreed as follows:

(i) Such purchaser or transferee (A) is a Qualified Institutional Buyer and is acquiring such Note in reliance on the exemption from Securities Act registration provided by Rule 144A thereunder, (B) is a Qualified Purchaser and (C) understands such Notes

will bear a legend set forth in the applicable Exhibit attached hereto and be represented by one or more Rule 144A Global Notes. In addition, it represents and warrants that it (1)(A) was not formed for the purpose of investing in the Issuer, (B) is not (x) a partnership, (y) a common trust fund or (z) 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, (C) if it would be an investment company but for the exception in Section 3(c)(1) or Section 3(c)(7) of the Investment Company Act, its investment in such Notes and any other Class of Notes does not exceed 40% of its total assets and (D) did not specifically solicit additional capital or similar contributions from any person owning an equity or similar interest in it for the purpose of enabling it to purchase the Notes, in each case, except when each beneficial owner of the purchaser is a Qualified Purchaser, (2) has received the necessary consent from its beneficial owners if the purchaser is an excepted investment company formed before April 30, 1996, (3) is not a broker-dealer that owns and invests on a discretionary basis less than U.S.\$25,000,000 in securities of unaffiliated issuers, (4) will provide notice to any subsequent transferee of the transfer restrictions provided in the legend, (5) will hold and transfer Notes in an amount not less than the required minimum denomination for it or for each account for which it is acting, and (6) will provide the Issuer from time to time with such information as it may reasonably request in order to ascertain compliance with this clause (i). Its purchase of the Notes complies with all applicable laws in any jurisdiction in which it resides or is located.

(ii) Such beneficial owner understands that such Notes are being offered only in a transaction not involving any public offering in the United States within the meaning of the Securities Act, such Notes have not been and will not be registered under the Securities Act and, if in the future such beneficial owner decides to offer, resell, pledge or otherwise transfer such Notes, such Notes may be offered, resold, pledged or otherwise transferred only in accordance with the provisions of this Indenture and the legend on such Notes. Such beneficial owner acknowledges that no representation has been made as to the availability of any exemption under the Securities Act or any state securities laws for resale of the Notes. Such beneficial owner understands that the Notes have not been approved or disapproved by the SEC or any other governmental authority or agency of any jurisdiction, nor has the SEC or any other governmental authority or agency passed upon the accuracy or adequacy of any preliminary offering circular, nor will the SEC or any other governmental authority or agency pass upon the accuracy or adequacy of the Offering Circular or any preliminary version thereof. Such beneficial owner further understands that any representation to the contrary is a criminal offense.

(iii) In connection with the purchase of such Notes (provided that no such representations are made with respect to the Collateral Manager by any Affiliate thereof): (A) none of the Co-Issuers, the Collateral Manager, the Initial Purchaser, the Trustee, the Collateral Administrator, any Hedge Counterparty (each, a "Transaction Party") or any of their respective Affiliates is acting as a fiduciary or financial or investment adviser for such beneficial owner; (B) such beneficial owner is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of ~~the Co-Issuers, the Collateral Manager, the Trustee, the Collateral Administrator, any Hedge Counterparty or the Initial Purchaser~~ any Transaction Party other than any statements in the Offering Circular for such Notes; (C) such beneficial owner has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisers to the extent it has

deemed necessary and has made its own investment decisions (including decisions regarding the suitability of any investment in the Notes) 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 Co-Issuers, the Trustee, the Collateral Manager, the Collateral Administrator, any Hedge Counterparty or the Initial Purchaser; (D) it is a sophisticated investor and is purchasing the Notes with a full understanding of all of the terms, conditions and risks thereof, and it is capable of assuming and willing to assume those risks; (E) it is acquiring the Notes solely for its own account or for the account of a Qualified Purchaser that is also a Qualified Institutional Buyer and, in each such case, not with a view to the resale, distribution or other disposition thereof in violation of the Securities Act; (F) it has read, or will read, the Offering Circular (including, without limitation, the descriptions therein of the structure of the transaction in which the Notes are being issued and the risks to purchasers of the Notes); (G) such beneficial owner understands that the Notes are illiquid and it is prepared to hold the Notes until their maturity; and (H) none of the Transaction Parties or any of their respective Affiliates has given it (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) of the Notes or of this Indenture.

(iv) (A) In the case of the ~~Class X Notes, the~~ Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, (1) either (a) it is not (and for so long as it holds such Note, will not be) and is not acting on behalf of (and for so long as it holds such Note, will not be acting on behalf of) a Benefit Plan Investor or a governmental, church, non-U.S. or other plan that is subject to any Similar Law, or (b) its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction or violation of 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 Similar Law), and (2) it and any fiduciary causing it to invest in this Note agree, to the fullest extent permissible under applicable law, to indemnify and hold harmless the Issuer, the Co-Issuer, the Initial Purchaser, the Trustee and the Collateral Manager and their respective Affiliates from any cost, damage or loss incurred by them as a result of its breach of the foregoing representations and warranties.

(B) In the case of Class E Notes in the form of Global ERISA Restricted Notes, (1) except in the case of an Original Purchaser of Class E Notes in the form of Global ERISA Restricted Notes, which Original Purchaser has obtained approval of the Issuer in writing in advance of the Closing Date or the Amendment Date, as applicable, for so long as it holds such Global ERISA Restricted Note or interest therein, no part of the assets to be used to acquire and hold such Note (or any interest therein) constitutes assets of a Benefit Plan Investor or a Controlling Person and it is not, and is not acting on behalf of, a Benefit Plan Investor or a Controlling Person; (2) if it is a Benefit Plan Investor that is an Original Purchaser of an ERISA Restricted Note, its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction or violation of Section 406 of ERISA or Section 4975 of the Code; (3) it will not sell, pledge or otherwise transfer such Note (or any interest therein) to a Benefit Plan Investor or a Controlling Person unless, subject to the 25% Limitation, it converts such interest to an ERISA Restricted Definitive Note; (4) either (a) it is not a governmental, church, non-U.S. or other plan that is subject to any Similar Law, or (b) its

acquisition, holding and disposition of such Note will not constitute or result in a non-exempt violation of any Similar Law; and (5) it and any fiduciary causing it to invest in such Note agree, to the fullest extent permissible under applicable law, to indemnify and hold harmless the Issuer, the Initial Purchaser, the Trustee and the Collateral Manager and their respective Affiliates from any cost, damage or loss incurred by them as a result of its breach of the foregoing representations and warranties. The Trustee will not effect any transfer of an interest in a Global ERISA Restricted Note to a transferee if any transfer certificate received by it discloses that the transferee is a Benefit Plan Investor or a Controlling Person unless, subject to the 25% Limitation, it converts such interest to an ERISA Restricted Definitive Note. The purchaser understands that the Indenture permits the Issuer to demand that any Holder of a Global ERISA Restricted Note that makes false or misleading representations relating to ERISA matters, or that otherwise causes a violation of the 25% Limitation applicable to such Notes, sell such Note to a person that satisfies the requirements for holding such Note, and if the Holder does not comply with such demand within ~~14~~10 days thereof, the Issuer may sell such Holder's interest in such Note in accordance with and pursuant to the terms of the Indenture.

(C) If the purchaser or transferee of any Note or beneficial interest therein is a Benefit Plan Investor, it will be deemed to represent, warrant and agree that (i) none of the Issuer, the Co-Issuer, the Administrator, the Collateral Administrator, the Initial Purchaser, the Trustee, the Collateral Manager or their respective affiliates (the "Transaction Parties"), has provided any investment advice on which it, or any fiduciary or other person investing the assets of the Benefit Plan Investor ("Plan Fiduciary"), has relied as a primary basis in connection with its decision to invest in the Notes, and they are not otherwise acting as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or the Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of the Notes; and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

(v) The purchaser understands that this Indenture permits the Issuer to demand that any Holder of Rule 144A Global Notes who is determined not to be both a Qualified Institutional Buyer and a Qualified Purchaser at the time of acquisition of such Notes sell the Notes (A) to a Person who is both a Qualified Purchaser and a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (B) to a Person who will take delivery of the Holder's Rule 144A Global Notes in the form of an interest in a Regulation S Global Note and who is not a U.S. Person (as defined in Regulation S) or a U.S. Resident in a transaction meeting the requirements of Regulation S, and if the Holder does not comply with such demand within 30 days thereof, the Issuer may sell such Holder's interest in the Note in accordance with and pursuant to the terms of this Indenture.

(vi) It is aware that, except as provided in this Indenture, the Notes being sold to it will be represented by one or more Global Notes and that the beneficial interests therein may be held only through the Depository or one of its nominees as applicable.

(vii) The Holder will provide notice to each Person to whom it proposes to transfer any interest in the Notes of the transfer restrictions and representations set forth in this Section 2.5, including the Exhibits referenced herein.

(viii) It acknowledges that, for U.S. federal income tax purposes and, to the extent permitted by law, state and local income and franchise tax purposes, the Issuer will be treated as a corporation, the Secured Notes will be treated as indebtedness of the Issuer only ~~and the Subordinated Fee Notes,~~ and the Subordinated Notes will be treated as equity in the Issuer. It agrees to such treatment and to take no action inconsistent with such treatment unless required by a relevant taxing authority.

(ix) It agrees to be bound by the applicable covenants set forth in Section 2.13. It certifies under penalties of perjury that (A) its name, taxpayer identification or social security number and address provided to the Issuer or the Co-Issuers, as applicable, and the Trustee are correct and (B) the information contained in any Form W-8BEN (Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)), Form W-8BEN-E (Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)), Form W-8ECI (Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States), Form W-8IMY (Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting), Form W-9 (Request for Taxpayer Identification Number and Certification) or any other tax-related form submitted to the Issuer or the Co-Issuers, as applicable, is correct (which certifications referred to in this clause (ix) will be deemed to be repeated on any date on which any tax form is delivered to the Issuer or the Co-Issuers, as applicable, after the date hereof). It agrees to in a timely manner complete (accurately and in a manner reasonably satisfactory to the Issuer or the Co-Issuers, as applicable), execute, arrange for any required certification of, and deliver to the Issuer or the Co-Issuers, as applicable, or such governmental or taxing authority as the Issuer or the Co-Issuers, as applicable, direct, any form, document or certificate that may be required or reasonably requested by the ~~Co-Issuers, as applicable~~ Issuer or the Co-Issuer. It further agrees to promptly inform the Issuer or the Co-Issuers, as applicable, of any change in any such information previously provided to the Issuer or the Co-Issuers, ~~as applicable~~, the Initial Purchaser, the Trustee or any Paying Agent and to execute a new form or other document with the correct information.

(x) If acquiring a Class E ~~Note, a Subordinated Fee~~ Note or a Subordinated Note, it is not an Affected Bank, unless such acquisition is authorized by the Issuer in writing.

(xi) If acquiring a Class E Note or a Subordinated Note, it agrees not to treat any amounts received in respect of such Note as derived in connection with the Issuer's active conduct of a banking, financing, insurance or other similar business for purposes of Section 954(h)(2) of the Code.

(xii) ~~(xi)~~ It will not object to the provision at any time by the Issuer or the Co-Issuers Issuer, as applicable, (or the Trustee acting in its capacity as Trustee on behalf of the Co-Issuers Issuer) of the general information provided by it pursuant to clause (ix) above or of any additional information requested from the Issuer or ~~Co-Issuers~~ the Co-Issuer, as applicable, in response to a request pursuant to the provisions of the USA PATRIOT Act (if it is applicable to the Issuer) from any government entity or self-regulatory organization for



information provided by it to the Issuer or ~~Co-Issuers~~the Co-Issuer, as applicable (or the Trustee acting in its capacity as Trustee on behalf of the Co-Issuer).

(xiii) ~~(xii)~~ The funds used by it to purchase the Notes were not directly or indirectly derived from activities that may contravene applicable state, federal or international laws, including the USA PATRIOT Act and other anti-money laundering laws and regulations (if it is applicable to the Issuer).

(xiv) ~~(xiii)~~ Its purchase of the Notes will not violate the BSA, the Trading with the Enemy Act, as amended, any of the regulations promulgated by the U.S. Department of the Treasury's Office of Foreign Assets Control (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto, including Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit or Support Terrorism (66 Fed. Reg. 47,079 (2001)), as amended ("Executive Order 13224"). Neither the Holder nor any of its subsidiaries is, to the best of its knowledge, engaged in any dealings or transactions with, or is otherwise associated with, a person designated pursuant to Section 1 of Executive Order 13224.

(xv) ~~(xiv)~~ It agrees to be subject to the Bankruptcy Subordination Agreement.

(xvi) ~~(xv)~~ It (A) agrees that it shall not institute against, or join any other Person in instituting against the Issuer, the Co-Issuer or any Permitted Subsidiary, any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceedings or other Proceedings under Cayman Islands, U.S. Federal or state bankruptcy laws or any other similar laws until at least one year and one day after the date of payment in full of the Notes, or, if longer, the applicable preference period then in effect plus one day following the date of such payment in full, and (B) understands and agrees that the foregoing restriction is a material inducement for each Holder and beneficial owner of the Notes to acquire such Notes and for the Issuer, the Co-Issuer, the Trustee and the Collateral Manager to enter into the Indenture (in the case of the Trustee, the Issuer and the Co-Issuer) and the other applicable Transaction Documents and is an essential term of the Indenture.

(xvii) ~~(xvi)~~ It understands that an investment in the Notes involves certain risks, including the risk of loss of all or a substantial part of its investment. It has had access to such financial and other information concerning the Transaction Parties, the Notes, and the initial or current portfolio of Collateral Debt Obligations as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Notes, including an opportunity to ask questions of and request information from each Transaction Party.

(xviii) ~~(xvii)~~ It 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.

(xix) ~~(xviii)~~ If it is not a natural person, it has the power and authority to enter into each document required to be executed and delivered by or on behalf of it in connection with its subscription for the Notes, and to perform its obligations thereunder and consummate the transactions contemplated thereby. If it is a natural person, it has all requisite legal capacity to acquire and hold the Notes and to execute, deliver and comply with the terms of each of the documents required to be executed and delivered by it in connection with its subscription for the Notes. Such execution, delivery and compliance by it does not conflict with, or constitute a default under, any instruments governing it, any applicable law, regulation or order, or any material agreement to which it is a party or by which it is bound.

(xx) ~~(xix)~~ It is not a member of the public in the Cayman Islands.

(xxi) ~~(xx)~~ Its principal place of business is not located within any Federal Reserve District or it has satisfied and will satisfy any applicable regulations or other requirements of the FRB including, without limitation, Regulation U of the FRB, in connection with its acquisition of Notes.

(xxii) ~~(xxi)~~ It understands that the Issuer and the Collateral Manager will have the right to obtain at any time a complete list of Holders (and Certifying Holders who have provided the Trustee with a beneficial holder certificate for any purpose) and participants holding interests in the Notes, upon five Business Days' prior written notice to the Trustee. At the direction of the Issuer or the Collateral Manager (and at the Issuer's expense), the Trustee will request a list of participants holding interests in the Notes from one or more book-entry depositories and provide such list to the Issuer or Collateral Manager, respectively.

(xxiii) It understands that neither the Initial Purchaser nor any of its affiliates makes any representation or warranty, express or implied, as to whether the Collateral Manager has complied or will comply with the U.S. Risk Retention Regulations on the Amendment Date (to the extent, if any, to which the U.S. Risk Retention Regulations apply to the Collateral Manager on the Amendment Date) and it agrees that neither the Initial Purchaser nor any of its affiliates will have any liability in connection with any satisfaction of (or failure to satisfy) the U.S. Risk Retention Regulations (to the extent, if any, to which the U.S. Risk Retention Regulations apply).

(xxiv) ~~(xxii)~~ It understands that the Co-Issuers, the Trustee, the Note Registrar, the Initial Purchaser, the Collateral Manager and their counsel will rely upon the accuracy and truth of the foregoing representations, and it hereby consents to such reliance.

(xxv) It agrees (1)(A) that the express terms of the Indenture govern the rights of the holders to direct the commencement of a Proceeding against any Person, (B) the Indenture contains limitations on the rights of the holders to direct the commencement of any such Proceeding, and (C) it will comply with such express terms if it seeks to direct the commencement of any such Proceeding, (2) there are no implied rights under the Indenture to direct the commencement of any such Proceeding, and (3) notwithstanding any other provision of the Indenture, or any provision of the Secured Notes, or of the Collateral Administration Agreement or of any other agreement, the Co-Issuers, whether jointly or severally, will be under

no duty or obligation of any kind to the holders, or any of them, to institute any legal or other proceedings of any kind, against any person or entity, including, without limitation, the Trustee, the Collateral Administrator or the Calculation Agent.

(l) Each Person who becomes a beneficial owner of Notes represented by an interest in a Regulation S Global Note will be deemed to have made the representations set forth in clauses (k)(ii), (iii), (vii), (viii), (ix), (x), (xi), (xii), (xiii), (xiv), (xv), (xvi), (xvii), (xviii), (xix), (xx) (except in the case of purchasers of Subordinated Fee Notes and Subordinated Notes), (xxi) ~~and~~, (xxii) and (xxii) above and will be deemed to have further represented and agreed as follows (and, in the case of initial transferees from the Initial Purchaser of the Subordinated Fee Notes and the Subordinated Notes represented by an interest in a Regulation S Global Note, will be required to make representations, agreements and indemnifications substantially the same as those set forth in Exhibit B-2 hereto in which such Person will make the representations and agreements set forth in clause (k)(iv)(B)):

(i) Such purchaser or transferee (1) is aware that the sale of the Notes to it is being made in an offshore transaction in reliance on the exemption from registration provided by Regulation S and understands that the Notes offered in reliance on Regulation S will bear a legend set forth in the applicable Exhibit attached hereto and be represented by one or more Regulation S Global Notes; (2) is acquiring its interest in such Notes for its own account; and (3) will hold and transfer at least the minimum authorized denomination of such Notes and provide notice of the relevant transfer restrictions to subsequent transferees. The Notes so represented may not at any time be held by or on behalf of U.S. Persons as defined in Regulation S under the Securities Act. The purchaser and each beneficial owner of such Notes is not, and will not be, a U.S. Person as defined in Regulation S under the Securities Act or a U.S. Resident within the meaning of the Investment Company Act, and its purchase of such Notes will comply with all applicable laws in any jurisdiction in which it resides or is located.

(ii) The purchaser understands that in accordance with clause (o) of this Section 2.5 and Section 2.12, this Indenture permits the Issuer to demand that any Holder of Regulation S Global Notes who is determined to be a U.S. Person under Regulation S or a U.S. Resident (or has not provided the certification provided for in Section 2.13) sell the Notes (A) to a Person who is not U.S. Person or a U.S. Resident in a transaction meeting the requirements of Regulation S or (B) to a Person who is a Qualified Purchaser that is also a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A (or otherwise exempt from registration) under the Securities Act, and, if the Holder does not comply with such demand within 30 days thereof, the Issuer may sell such Holder's interest in the Note in accordance with and pursuant to the terms of this Indenture.

(iii) It is aware that, except as otherwise provided in this Indenture, the Notes being sold to it, if any, in reliance on Regulation S will be represented by one or more Regulation S Global Notes and that beneficial interests therein may be held only through Euroclear or Clearstream.

(iv) (A)(1) In the case of the ~~Class X Notes, the~~ Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, either (a) it is not (and for so long as it holds such Note, will not be) and is not acting on behalf of (and for so long as it holds such

Note, will not be acting on behalf of) a Benefit Plan Investor or a governmental, church, non-U.S. or other plan that is subject to any Similar Law, or (b) its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction or violation of 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 Similar Law); and (2) it and any fiduciary causing it to invest in this Note agree, to the fullest extent permissible under applicable law, to indemnify and hold harmless the Issuer, the Co-Issuer, the Initial Purchaser, the Trustee and the Collateral Manager and their respective Affiliates from any cost, damage or loss incurred by them as a result of its breach of the foregoing representations and warranties.

(B) In the case of Class E Notes, the Subordinated Fee Notes and the Subordinated Notes in the form of Global ERISA Restricted Notes, (1) except in the case of an Original Purchaser of Class E Notes, Subordinated Fee Notes or Subordinated Notes in the form of Global ERISA Restricted Notes, which Original Purchaser has obtained approval of the Issuer in writing in advance of the Closing Date or the Amendment Date, as applicable, for so long as it holds such Global ERISA Restricted Note or interest therein, no part of the assets to be used to acquire and hold such Note (or any interest therein) constitutes assets of a Benefit Plan Investor or a Controlling Person and it is not, and is not acting on behalf of, a Benefit Plan Investor or a Controlling Person; (2) if it is a Benefit Plan Investor that is an Original Purchaser of an ERISA Restricted Note, its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction or violation of Section 406 of ERISA or Section 4975 of the Code; (3) it will not sell, pledge or otherwise transfer such Note (or any interest therein) to a Benefit Plan Investor or a Controlling Person unless, subject to the 25% Limitation, it converts such interest to an ERISA Restricted Definitive Note; (4) either (a) it is not a governmental, church, non-U.S. or other plan that is subject to any Similar Law, or (b) its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt violation of any Similar Law; and (5) it and any fiduciary causing it to invest in such Note agree, to the fullest extent permissible under applicable law, to indemnify and hold harmless the Issuer, the Initial Purchaser, the Trustee and the Collateral Manager and their respective Affiliates from any cost, damage or loss incurred by them as a result of its breach of the foregoing representations and warranties. The Trustee will not effect any transfer of an interest in a Global ERISA Restricted Note to a transferee if any transfer certificate received by it discloses that the transferee is a Benefit Plan Investor or a Controlling Person unless, subject to the 25% Limitation, it converts such interest to an ERISA Restricted Definitive Note. The purchaser understands that the Indenture permits the Issuer to demand that any Holder of a Global ERISA Restricted Note that makes false or misleading representations relating to ERISA matters, or that otherwise causes a violation of the 25% Limitation applicable to such Notes, sell such Note to a person that satisfies the requirements for holding such Note, and if the Holder does not comply with such demand within ~~44~~10 days thereof, the Issuer may sell such Holder's interest in such Note in accordance with and pursuant to the terms of the Indenture.

(C) If the purchaser or transferee of any Note or beneficial interest therein is a Benefit Plan Investor, it will be deemed to represent, warrant and agree that (i) none of the Issuer, the Co-Issuer, the Administrator, the Collateral Administrator, the Initial Purchaser, the Trustee, the Collateral Manager or their respective affiliates (the "Transaction Parties"), has provided any investment advice on which it, or any fiduciary or other

person investing the assets of the Benefit Plan Investor ("Plan Fiduciary"), has relied as a primary basis in connection with its decision to invest in the Notes, and they are not otherwise acting as a fiduciary, as defined in Section 3(21) of ERISA or Section 4975(e)(3) of the Code, to the Benefit Plan Investor or the Plan Fiduciary in connection with the Benefit Plan Investor's acquisition of the Notes; and (ii) the Plan Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

(m) Each Person who becomes an owner of Definitive Notes shall make the representations and agreements set forth in Exhibit B-1 or Exhibit B-2, as applicable.

(n) For so long as any Notes are listed on ~~the Irish Stock Exchange~~ Euronext Dublin and the guidelines of such exchange shall so require, in the case of a transfer or exchange of Definitive Notes, a Holder thereof may obtain a new Definitive Note from any Paying Agent; provided that all transfers and exchanges must be effected in accordance with this Indenture.

(o) The Issuer shall have the right under this Indenture to compel any beneficial owner of an interest in (i) a Rule 144A Global Note that was not both a Qualified Purchaser and a Qualified Institutional Buyer at the time of acquisition of such Notes to sell its interest in the Notes (A) to a Person who is both a Qualified Purchaser and a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A or (B) to a Person who will take delivery of the Holder's Rule 144A Global Notes in the form of an interest in a Regulation S Global Note and who is not a U.S. Person or a U.S. Resident in a transaction meeting the requirements of Regulation S, (ii) a Regulation S Global Note who is determined to be a U.S. Person under Regulation S to sell the Notes (A) to a Person who is not a U.S. Person in a transaction meeting the requirements of Regulation S or (B) to a Person who is both a Qualified Purchaser and a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A and (iii) a Rule 144A Definitive Note who is determined to be a Person that is not both (x) a Qualified Purchaser and (y) a Qualified Institutional Buyer at the time of acquisition of such Notes, to sell the Notes (A) to a Person who is not a U.S. Person in a transaction meeting the requirements of Regulation S or (B) to a Person who is both a Qualified Purchaser and a Qualified Institutional Buyer in a transaction meeting the requirements of Rule 144A, and, if the Holder does not comply with such demand made pursuant to this clause (o) within 30 days thereof, the Issuer may sell such Holder's interest in the Note in accordance with and pursuant to the terms of this Indenture.

(p) Any purported transfer of a Note not in accordance with this Section 2.5 shall be null and void and shall not be given effect for any purpose whatsoever. However, without prejudice to the rights of the Issuer against any beneficial owner or purported beneficial owner of Notes, nothing in this Indenture or in the Notes shall be interpreted to confer on the Issuer, the Trustee or any Paying Agent any right against Euroclear to require that Euroclear reverse or rescind any trade completed in accordance with the rules of Euroclear.

Notwithstanding anything in this Indenture to the contrary, the Trustee (as Note Registrar) shall not be required to obtain any certificate specifically required by the terms of this Section 2.5 if the Trustee (as Note Registrar) is not notified in writing of any transfer requiring such a certificate to be presented by the proposed transferor or transferee.

Neither the Trustee nor the Note Registrar shall be liable for any delay in the delivery of directions from the Depository and may conclusively rely on, and shall be fully protected in relying on, such direction as to the names of the beneficial owners in whose names Definitive Notes shall be registered or as to delivery instructions for Definitive Notes.!

(q) Further Advances. Any Holder or beneficial owner of Subordinated Notes may make a Further Advance in accordance with the terms hereof; provided that, if a beneficial owner of Subordinated Notes held in the form of Global Notes makes a Further Advance, such beneficial owner shall promptly thereafter provide to the Trustee the information that such beneficial owner would be required to provide in connection with the delivery of a Transferee Certificate.

## 2.6 Mutilated, Destroyed, Lost or Stolen Notes.

If (i) any mutilated or defaced Note is surrendered to the Trustee, a Transfer Agent, the Co-Issuer (if applicable) or Issuer, or the Holder of a Note of any Class certifies in writing to the Trustee, such Transfer Agent, the Co-Issuer (if applicable) or the Issuer that such Note has been destroyed, lost or stolen, and (ii) there is delivered to the Issuer and the Trustee such security or indemnity as may be reasonably required by them to save each of them harmless, then, in the absence of notice to the Applicable Issuers or the Trustee that such Note has been acquired by a bona fide or protected purchaser, the Applicable Issuers shall execute and, upon a written request therefor by the Applicable Issuers, the Trustee or an Authenticating Agent shall authenticate and deliver to the Holder of such Note, in exchange for or in lieu of any such mutilated, defaced, destroyed, lost or stolen Note, a new Note of the same Class, tenor and principal amount, registered in the same manner, dated the date of its authentication, bearing interest from the date to which interest has been paid on the mutilated, defaced, destroyed, lost or stolen Note and bearing a number not contemporaneously outstanding. If, after the delivery of such new Note, a bona fide or protected purchaser of the original Note in lieu of which such new Note was issued presents such original Note for payment, transfer or exchange, the Applicable Issuers and the Trustee shall be entitled to recover such new Note from the Person to whom it was delivered or any Person taking title therefrom, except a bona fide or protected purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the Applicable Issuers or the Trustee in connection therewith. If any such mutilated, defaced, destroyed, lost or stolen Note shall have become or shall be about to become due and payable in full or shall have been called for redemption in full, instead of issuing a new Note, the Applicable Issuers may pay such Note without surrender thereof, except that any mutilated or defaced Note shall be surrendered.

Upon the issuance of any new Note under this Section 2.6, the Applicable Issuers or the Trustee may require the payment by the registered Holder thereof of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses connected therewith.

Every new Note issued pursuant to this Section 2.6 in exchange for or in lieu of any mutilated, defaced, destroyed, lost or stolen Note shall constitute an original additional contractual obligation of the Applicable Issuers, and such new Note shall be entitled, subject to

the first paragraph of this Section 2.6, to all the benefits of this Indenture equally and proportionately with any and all other Notes of the same Class duly issued hereunder.

The provisions of this Section 2.6 are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, defaced, destroyed, lost or stolen Notes.

## 2.7 Payments on the Notes.

(a) The Secured Notes of each Class shall accrue interest during each Periodic Interest Accrual Period at the Applicable Periodic Rate, and such interest will be payable in arrears on each Payment Date, except as otherwise set forth below. Payment of interest on each Class of Secured Notes (and payments of Collateral Interest Collections to the Subordinated Noteholders) will be payable in accordance with, and subject to, the Priority of Payments. Interest will cease to accrue on each Secured Note, or, in the case of a partial repayment, on such part, from the date of repayment or the respective Stated Maturity Date unless payment of principal is improperly withheld or unless default is otherwise made with respect to such payments of principal.

Notwithstanding anything in this Indenture to the contrary, each Class of Refinancing Notes shall accrue interest at the Applicable Periodic Rate from (and including) the Amendment Date; provided that upon payment by the Issuer of the Redemption Price with respect to a class of Secured Notes (as defined herein prior to giving effect to the amendment of this Indenture on the Amendment Date) redeemed on the Amendment Date, the amount of accrued interest included in such Redemption Price shall, for all purposes hereunder, be deemed to constitute accrued interest on the corresponding Class of Refinancing Notes (which shall exclude the Class A-2-R Notes). For these purposes, the Class A-1-R Notes correspond to the Class A Notes, the Class B-R Notes correspond to the Class B Notes, the Class C-R Notes correspond to the Class C Notes, the Class D-R Notes correspond to the Class D-1 Notes and the Class D-2 Notes, collectively, and the Class E-R Notes correspond to the Class E Notes. For the avoidance of doubt, the Class A-2-R Notes do not correspond to any Class of Secured Notes (as defined herein prior to giving effect to the amendment of this Indenture on the Amendment Date) redeemed on the Amendment Date. Accordingly, for the Periodic Interest Accrual Period ending on but excluding the first Payment Date after the Amendment Date, the Periodic Interest Amount for (x) each Class of Refinancing Notes other than the Class A-2-R Notes shall be equal to the sum of (i) the amount of accrued interest included in the Redemption Price of the corresponding Class of Secured Notes redeemed on the Amendment Date (which shall be U.S.\$[●] in the case of the Class A Notes, U.S.\$[●] in the case of the Class B Notes, U.S.\$[●] in the case of the Class C Notes, U.S.\$[●] in the case of the Class D Notes and U.S.\$[●] in the case of the Class E Notes) and (ii) the aggregate amount of interest accrued at the Applicable Periodic Rate (after giving effect to the amendment of this Indenture on the Amendment Date) for the portion of such Periodic Interest Accrual Period from and including the Amendment Date to but excluding the first Payment Date; and (y) the Class A-2-R Notes shall be equal to the aggregate amount of interest accrued at the Applicable Periodic Rate (after giving effect to the amendment of this Indenture on the Amendment Date) for the portion of such Periodic Interest Accrual Period from and including the Amendment Date to but excluding the first Payment Date. For purposes of this paragraph, each reference to "Class A Notes," "Class B Notes," "Class C Notes," "Class D Notes"

and "Class E Notes" is as defined herein prior to giving effect to the amendment of this Indenture on the Amendment Date.

(b) The principal of each Secured Note of each Class matures at par and is due and payable on the Payment Date which is the Stated Maturity Date for such Class of Secured Notes, unless the unpaid principal of such Secured Note becomes due and payable at an earlier date by declaration of acceleration, call for redemption or otherwise. No principal will be payable in respect of any Class of Secured Notes ~~(other than the Class X Notes)~~, and no Collateral Principal Collections will be payable in respect of the Subordinated Notes, on any Payment Date occurring during the Reinvestment Period, except in the event of (A) a Principal Prepayment, (B) an Optional Redemption of the Notes, (C) a Ramp-Up Confirmation Failure (at the option of the Collateral Manager), (D) a Special Redemption, (E) an Enforcement Event which is continuing or (F) with respect to one or more Classes of the Secured Notes only, a Partial Redemption by Refinancing. All Outstanding principal of each Class of Secured Notes will be payable (unless sooner paid on an earlier Final Maturity Date) on the Stated Maturity Date for such Class of Secured Notes.

(c) So long as any ~~Class X Note~~, Class A Note or Class B Note is Outstanding, to the extent Periodic Interest for any Periodic Interest Accrual Period is not paid on the Class C Notes on any the related Payment Date because insufficient funds are available for such purpose in accordance with the Priority of Payments in Section 11.1, the amount of such shortfall shall not be ~~deemed~~ due and payable hereunder, but as Periodic Interest on that Payment Date or any subsequent Payment Date, but will be added to the Class C Cumulative Periodic Rate Shortfall Amount ~~will be increased by the amount of such interest shortfall, which will not be payable as Periodic Interest on any subsequent Payment Date~~. The Class C Cumulative Periodic Rate Shortfall Amount as of any Payment Date shall accrue interest for each subsequent Periodic Interest Accrual Period at the Applicable Periodic Rate for the Class C Notes, and such accrued interest shall be payable on any subsequent Payment Date pursuant to the Priority of Payments as interest on the Class C Notes or added to the Class C Cumulative Periodic Rate Shortfall Amount as aforesaid.

(d) So long as any ~~Class X Note~~, Class A Note, Class B Note or Class C Note is Outstanding, to the extent Periodic Interest for any Periodic Interest Accrual Period is not paid on the Class D Notes on any the related Payment Date because insufficient funds are available for such purpose in accordance with the Priority of Payments in Section 11.1, the amount of such shortfall shall not be ~~deemed~~ due and payable hereunder, ~~but the Class D-1 Cumulative Periodic Rate Shortfall Amount and Class D-2 Cumulative Periodic Rate Shortfall Amount, as the case may be, will be increased by the amount of such interest shortfall, which will not be payable~~ as Periodic Interest on that Payment Date or any subsequent Payment Date, but will be added to the Class D Cumulative Periodic Rate Shortfall Amount. The Class D-1 Cumulative Periodic Rate Shortfall Amount ~~and Class D-2 Cumulative Periodic Rate Shortfall Amount, as the case may be,~~ as of any Payment Date shall accrue interest for each subsequent Periodic Interest Accrual Period at the Applicable Periodic Rate for the applicable Class D Notes and such accrued interest shall be payable on any subsequent Payment Date pursuant to the Priority of Payments as interest on the applicable Class D Notes or added to the Class D-1 Cumulative Periodic Rate Shortfall Amount ~~and Class D-2 Cumulative Periodic Rate Shortfall Amount, as the case may be,~~ as aforesaid.



(e) So long as any ~~Class X Note~~, Class A Note, Class B Note, Class C Note or Class D Note is Outstanding, to the extent Periodic Interest for any Periodic Interest Accrual Period is not paid on the Class E Notes on any the related Payment Date because insufficient funds are available for such purpose in accordance with the Priority of Payments in Section 11.1, the amount of such shortfall shall not be ~~deemed~~-due and payable hereunder, but as Periodic Interest on that Payment Date or any subsequent Payment Date, but will be added to the Class E Cumulative Periodic Rate Shortfall Amount ~~will be increased by the amount of such interest shortfall, which will not be payable as Periodic Interest on any subsequent Payment Date.~~ The Class E Cumulative Periodic Rate Shortfall Amount as of any Payment Date shall accrue interest for each subsequent Periodic Interest Accrual Period at the Applicable Periodic Rate for the Class E Notes, and such accrued interest shall be payable on any subsequent Payment Date pursuant to the Priority of Payments as interest on the Class E Notes or added to the Class E Cumulative Periodic Rate Shortfall Amount as aforesaid.

(f) [Reserved]

(g) Payments in respect of interest on and principal of any Secured Note, and any payment with respect to any Subordinated Fee Note and any Subordinated Note, shall be made by the Issuer in U.S. dollars to the Depository or its designee with respect to a Global Note, and to the Holder or its nominee with respect to a Definitive Note, by wire transfer, as directed by the Holder, in immediately available funds to a U.S. dollar account maintained by the Depository or its nominee with respect to a Global Note, and to the Holder or its designee with respect to a Definitive Note; provided, in the case of a Definitive Note, that the Holder thereof shall have provided written wiring instructions to the Trustee and, if such payment is to be made by a Paying Agent, to such Paying Agent, on or before the related Record Date; provided, however, that, if appropriate instructions for any such wire transfer are not received at least fifteen (15) days prior to the relevant Payment Date, then such payment shall be made by check drawn on a U.S. bank mailed to the address of the Holder specified in the Note Register as of the Record Date applicable to such Payment Date. Upon final payment due on the Maturity of a Note, the Holder thereof shall present and surrender such Note at the office designated by the Trustee as provided in Section 7.3 on or prior to such Maturity; provided, however, that, if the Trustee and the Applicable Issuers shall have been furnished such security or indemnity as may reasonably be required by them to save each of them harmless and an undertaking thereafter to surrender such Note, then, in the absence of notice to the Applicable Issuers or the Trustee that the applicable Note has been acquired by a bona fide or protected purchaser, such final payment shall be made without presentation or surrender. None of the Co-Issuers, the Trustee, the Initial Purchaser, the Collateral Manager or any Paying Agent or any of their respective Affiliates will have any responsibility or liability for any aspects of the records maintained by the Depository, Euroclear, Clearstream or any of the Agent Members relating to or for payments made thereby on account of beneficial interests in a Global Note or for maintaining, supervising or reviewing any records relating to such beneficial interests. Each holder of a beneficial interest in a Global Note must look solely to the Depository, Euroclear or Clearstream, as the case may be. Such holders will have no claim directly against the Applicable Issuers in respect of payments due on any Notes that are held in the form of Global Notes, and the Applicable Issuers will be discharged by payment to the Holder of such Global Notes in respect of each amount so paid. All notices and communications to be given to the Holders and all payments to be made to Holders in respect of the Notes shall be given or made only to or upon the order of the registered Holders (which shall

be The Depository Trust Company or its nominee in the case of a Global Note). The Trustee may rely and shall be fully protected in relying upon information furnished by The Depository Trust Company with respect to its Agent Members, participants and any beneficial owners. In the case where any final payment of principal and interest is to be made on any Note (other than on the Stated Maturity Date thereof), the Applicable Issuers or, upon Issuer Request, the Trustee, in the name and at the expense of the Applicable Issuers, shall ~~mail (by first class mail, postage-prepaid)~~ provide notice to the Persons entitled thereto at their addresses appearing on the Note Register a notice which shall specify the date on which such payment will be made, the amount of such payment per U.S.\$100,000 original principal amount of Notes and the place where such Notes may be presented and surrendered for such payment.

(h) Payments in respect of interest on, principal of or any other amounts payable on or in respect of the Notes of any Class on any Payment Date shall be paid to the Holders of the Notes of such Class as of the related Record Date.

(i) Interest on the Secured Notes shall be computed for each Periodic Interest Accrual Period on the basis of a 360-day year and the actual number of days in which the respective Secured Notes were Outstanding in such Periodic Interest Accrual Period.

(j) If any Payment Date or any other date for the payment of the principal of, or interest on, or any other amount payable on or in respect of any Note is not a Business Day, then payment need not be made on such date, but shall be made on the next succeeding Business Day with the same force and effect as if made on the nominal date of any such Payment Date or other date for the payment of the principal of, or interest on, or any other amount payable on or in respect of, any Note, as the case may be, and, in the case of the Subordinated Notes only, no additional interest shall accrue for any period as a result of such payment being made on the next succeeding Business Day, and, in the case of the Secured Notes only, additional interest shall accrue for any additional days that payment is delayed as a result thereof.

(k) Notwithstanding anything to the contrary contained herein or in any other Transaction Document, principal of, interest on and all other amounts payable on or in respect of the Notes and any other obligations of the Co-Issuers or the Issuer related to the Notes, as applicable, under this Indenture will constitute limited recourse obligations of the Issuer and non-recourse obligations of the Co-Issuer, in each case payable solely from the Trust Estate, and following realization of the Trust Estate any obligations of the Applicable Issuers and any claim against the Applicable Issuers in respect of the Notes under this Indenture shall be extinguished and shall not revive. Subject to Section 6.6, none of the Issuer, the Co-Issuers, the Collateral Manager, the Trustee or any Hedge Counterparty or any of their respective agents, partners, beneficiaries, officers, directors, employees, members, managers or any Affiliate of any of them or any of their respective successors or assigns shall be personally liable for any amounts payable, or performance due, under the Notes or this Indenture. It is understood that the foregoing provisions of this clause (k) shall not (A) prevent recourse to the Trust Estate for the sums due or to become due under any security, instrument or agreement which is part of the Trust Estate or (B) constitute a waiver, release or discharge of any indebtedness or obligation evidenced by the Notes or secured by this Indenture until such Trust Estate has been realized, whereupon any such outstanding indebtedness or obligation shall be extinguished. It is further

understood that the foregoing provisions of this clause (k) shall not limit the right of any Person to name the Co-Issuers as parties defendant in any action or suit or in the exercise of any other remedy under the Notes or in this Indenture, so long as no judgment in the nature of a deficiency judgment or seeking personal liability shall be asked for or (if obtained) enforced against any such Person.

(l) As a condition to the payment of principal of, interest on and all other amounts payable on or in respect of any Note without the imposition of withholding tax, any Paying Agent shall require (i) the previous receipt of properly completed and signed applicable tax certifications (generally, in the case of U.S. Federal income tax, an Internal Revenue Service Form W-9 (or applicable successor form) in the case of a person that is a "United States person" within the meaning of Section 7701(a)(30) of the Code or the applicable Internal Revenue Service Form W-8 (or applicable successor form), together with all appropriate attachments, in the case of a person that is not a "United States person" within the meaning of Section 7701(a)(30) of the Code) or other certification acceptable to it and (ii) any additional information or certification (including a waiver of foreign-law confidentiality) that the Issuer or its agent requests in connection with FATCA to enable the Co-Issuers, the Trustee and any Paying Agent to determine their duties and liabilities with respect to any taxes or other charges that they may be required to pay, deduct or withhold in respect of such Note or the Holder or beneficial owner of such Note under any present or future law or regulation of the Cayman Islands, the United States or any political subdivision thereof or taxing authority therein or to comply with any reporting or other requirements under any such law or regulation. The Co-Issuers shall not be obligated to pay any additional amounts to the Holders or beneficial owners of the Notes as a result of deduction or withholding for or on account of any present or future taxes, duties, assessments or governmental charges with respect to the Notes.

(m) All payments made by the Issuer under the Notes will be made without any deduction or withholding for or on the account of any tax, duty, assessment or governmental charge unless such deduction or withholding is required by applicable law (including in connection with FATCA), as modified by the practice of any relevant governmental authority, then in effect. If the Issuer is so required to deduct or withhold, then the Co-Issuers will not be obligated to pay any additional amounts in respect of such withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges or in connection with FATCA.

(n) The Subordinated Fee Notes will receive on each Payment Date an amount equal to (x) during the Reinvestment Period, 0.06% and (y) after the Reinvestment Period, 0% per annum (calculated on the basis of a 360 day year consisting of twelve 30-day months) of the Fee Basis Amount related to each Payment Date (the "Subordinated Fee Note Payment Amount"), which shall be payable on each Payment Date in accordance with the Priority of Payments. The unavailability of excess Collateral Interest Collections or Collateral Principal Collections to pay the Subordinated Fee Note Payment Amount on any Payment Date shall not be an Event of Default. If any portion of the Subordinated Fee Note Payment Amount is not paid on a Payment Date for any reason, it shall be deferred and will be payable on subsequent Payment Dates to the extent funds are available in accordance with the Priority of Payments. Any Subordinated Fee Note Payment Amount that is deferred by operation of the Priority of Payments will not accrue interest. The Holders of the Subordinated Fee Notes shall

also be entitled to any applicable Subordinated Fee Note Make-Whole payment following an Optional Redemption of all Classes of Secured Notes and Subordinated Notes or Clean-Up Call Redemption or in connection with an Accelerated Distribution Date. To the extent the Collateral is insufficient to make distributions on or to repay the Subordinated Fee Notes, the Issuer shall have no obligation to pay any further amounts in respect of the Subordinated Fee Notes.

2.8 Persons Deemed Owners. Except as otherwise may be expressly agreed in writing, the Issuer, the Co-Issuer (if applicable), the Trustee and the Collateral Manager, and any agent of the Issuer, the Co-Issuer (if applicable), the Trustee and the Collateral Manager, shall treat the Person in whose name any Note is registered as it appears on the Note Register maintained by the Trustee as Note Registrar as of the applicable Record Date as the owner of such Note for the purpose of receiving payments of principal of and interest on such Note and for all other purposes whatsoever (whether or not such Note is overdue), and none of the Issuer, the Co-Issuer, the Trustee or the Collateral Manager, or any agent of any of them, shall be affected by notice to the contrary.

2.9 Purchase and Surrender of Notes; Cancellation. Notwithstanding anything to the contrary in this Indenture, at the direction of a Majority of the ~~Outstanding~~ Subordinated Notes, the ~~Collateral Manager~~ Issuer shall, ~~on behalf of the Issuer,~~ direct the application of (x) all or a portion of amounts on deposit in the Supplemental Interest Reserve Account or (y) Further Advances received in accordance herewith by the Issuer in order to repurchase ~~Secured Notes~~ (or acquire beneficial interests ~~therein~~ in Secured Notes (any such Secured Notes, "Repurchased Notes")) of the Class designated by the Issuer or the Holders (or beneficial owners) of Subordinated Notes making such Further Advances, as applicable, through a tender offer, in the open market, or in privately negotiated transactions (in each case, subject to applicable law) ~~(any such Secured Notes, "Repurchased Notes"; provided that, for so long as the Original Class A-1-R Debt is Outstanding the Issuer may not purchase Secured Notes (or beneficial interests therein) pursuant to this Section 2.9 (1) if an Event of Default has occurred and is continuing or (2) at a price which is greater than the Aggregate Principal Amount of such Secured Notes (plus accrued and unpaid interest, including the Cumulative Periodic Rate Shortfall Amount, if any, applicable to such Secured Notes).~~ Any such Repurchased Notes will be submitted to the Trustee for cancellation in accordance with this Article 2. The Issuer shall provide notice of any such repurchase to the Rating Agencies. For the avoidance of doubt, Holders of Secured Notes may, but shall not be required to, sell their interests in Secured Notes to the Issuer pursuant to this Section 2.9. Notes or beneficial interests in Notes may also be tendered for cancellation without payment by a Holder to the Issuer or Trustee (any such Notes, "Surrendered Notes"). Any such Surrendered Notes will be submitted to the Trustee for cancellation in accordance with this Article 2.

All Notes surrendered for payment, registration of transfer, exchange or redemption, or deemed destroyed, lost or stolen, shall, if surrendered to any Person other than the Trustee, be delivered to the Trustee and shall be promptly cancelled by it; provided that Repurchased Notes and Surrendered Notes of a Class other than the Controlling Class shall continue to be treated as Outstanding for purposes of calculation of the Principal Coverage Tests (including, for the avoidance of doubt, after the execution of any action which may improve or maintain the Principal Coverage Tests) ~~and,~~ the Interest Diversion Test and, if the Original Class A-1-R Debt is Outstanding, the Event of Default O/C Test until (a) if all of the Notes of any

applicable Class constitute Repurchased Notes or Surrendered Notes, the entire Aggregate Principal Amount of each Priority Class with respect to the Class constituting Repurchased Notes or Surrendered Notes shall have been paid in full (including payment of all unpaid interest and, if applicable, Cumulative Periodic Rate Shortfall Amount) or (b) if less than all of the Notes of an applicable Class constitute Repurchased Notes or Surrendered Notes, (x) the entire Aggregate Principal Amount of each Priority Class with respect to the Class constituting Repurchased Notes or Surrendered Notes shall have been paid in full (including payment of all unpaid interest and, if applicable, Cumulative Periodic Rate Shortfall Amount) and (y) the remaining Notes of such Class shall have been paid in full (including payment of all unpaid interest and, if applicable, Cumulative Periodic Rate Shortfall Amount); provided, further that, in the case of this clause (b)(y), all payments of principal to the Holders of the remaining Notes of the applicable Class shall be deemed to reduce the Principal Balance of the Repurchased Notes or Surrendered Notes on a pro rata basis (calculated as if the whole Class were Outstanding for all purposes); provided, further, that all calculations of the Principal Coverage Tests and the Interest Diversion Test shall be made on a pro forma basis in connection with the determinations set forth above.

Subordinated Fee Notes shall be promptly cancelled by the Trustee upon completion of any Optional Redemption of all Classes of Secured Notes and Subordinated Notes, any Clean-Up Call Redemption or the liquidation in full of the Collateral pursuant to Article V of this Indenture following an Event of Default and acceleration of the Secured Notes or, if no such event occurs, on the Stated Maturity Date. No Notes shall be authenticated in lieu of or in exchange for any Notes cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Notes held by the Trustee shall be destroyed by the Trustee in accordance with its standard policy unless the Collateral Manager shall direct by a Collateral Manager Order prior to such destruction that they be returned to the Issuer.

## 2.10 Definitive Notes.

(a) A Global Note deposited with the Depository pursuant to Section 2.2 hereof shall be transferred (or exchanged) in the form of a Definitive Note to the beneficial owners thereof only if such transfer complies with Section 2.5(g)(iv) of this Indenture and (except for transfers or exchanges of interests in Global Notes otherwise permitted pursuant to Section 2.5) either (i) the Depository notifies the Applicable Issuers or the Trustee that it is unwilling or unable to continue as depository for such Global Note or at any time the Depository, Clearstream or Euroclear, as applicable, ceases to be a Clearing Agency registered under the Exchange Act and, in each case, a successor depository is not appointed by the Applicable Issuers within ninety (90) days after such notice, (ii) as a result of any amendment to or change in the laws or regulations of the Cayman Islands, or of any authority therein or thereof having power to tax, or in the interpretation or administration of such laws or regulations which become effective on or after the Closing Date, the Issuer, the Trustee or the Paying Agent obtains actual knowledge that it is or will be required to make any deduction or withholding from any payment in respect of the Global Notes which would not be required if the Global Notes were not represented by a global certificate, in which case definitive physical certificates will be issued in exchange for the applicable Global Notes to the beneficial owners thereof, ~~(iii) a U.S. FATCA Event has occurred and is continuing (iv or (iii))~~ in the case of a holder of a beneficial interest in Class E Notes, Subordinated Fee Notes or Subordinated Notes in the form of a Global Note, the holder is transferring an interest in such Class E Notes, Subordinated Fee Notes or Subordinated Notes to a Benefit Plan Investor or Controlling Person, ~~or (v) in the case of a holder of a~~

~~beneficial interest in Subordinated Notes in the form of a Global Note, such holder has certified to the Issuer and the Trustee in writing that it is the beneficial owner of such interest (including the amount of such interest) and that it will, and actually does, make a Further Advance to the Issuer.~~

(b) Any Global Note that is transferable in the form of a Definitive Note to the beneficial owners thereof pursuant to this Section 2.10 shall be surrendered by the Depository to the Trustee's office located in St. Paul, Minnesota (as stated in the definition of "Corporate Trust Office") to be so transferred, in whole or from time to time in part, without charge, and the Applicable Issuers shall execute and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal Aggregate Principal Amount of definitive physical certificates (pursuant to the instructions of the Depository) in Authorized Denominations. Any interest in a Global Note delivered in exchange for a Definitive Note shall, except as otherwise provided by Section 2.5(j) hereof, bear the legends set forth in the applicable Exhibit hereto and shall be subject to the transfer restrictions referred to in such legends.

(c) Subject to the provisions of clause (b) of this Section 2.10, the Holder of a Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which such Holder is entitled to take under this Indenture or such Notes.

(d) In the event of the occurrence of any of the events specified in subclauses (i), (ii) and (iii) of subsection (a) of this Section 2.10, the Applicable Issuers will promptly make available to the Trustee a reasonable supply of Definitive Notes in definitive, fully registered form without interest coupons. The Definitive Notes shall be in substantially the same form as the Exhibits to this Indenture with such changes therein as the Applicable Issuers and Trustee shall agree, and the Applicable Issuers shall execute, and the Trustee shall authenticate and deliver, in exchange for the Global Note or Global Notes, as the case may be, the same Aggregate Principal Amount of Definitive Notes of Authorized Denominations.

#### 2.11 Determination of LIBOR.

For each Periodic Interest Accrual Period, "LIBOR" will be the rate determined by the Calculation Agent for U.S. dollar deposits (and in each case rounded to the nearest 0.00001%) in accordance with the following provisions ~~(provided that if LIBOR determined in accordance with the following provisions would be less than 0%, LIBOR shall be deemed to be 0%):~~

(a) On the second Business Day (provided such day is also a LIBOR Banking Day, and otherwise on the next preceding Business Day that is also a LIBOR Banking Day) prior to the commencement of such Periodic Interest Accrual Period (each such day, a "LIBOR Determination Date"), LIBOR will equal ~~(subject to Section 2.11(e) hereof)~~ the rate for deposits with a term of three months, as obtained by the Calculation Agent by reference to Reuters Page LIBOR01 (the "Reuters Screen") or such other page as may replace such Reuters Page LIBOR01, as of 11:00 a.m. (London time) on such LIBOR Determination Date.

(b) If, on any LIBOR Determination Date, such rate does not appear on ~~Reuters Page LIBOR01 or such other page as may replace such Reuters Page LIBOR01, the Reuters Screen, unless and until the Collateral Manager has selected a Temporary Replacement Rate or a supplemental indenture to change the reference rate component of the Applicable Periodic Rate applicable to the Secured Notes from LIBOR to a replacement reference rate has been executed pursuant to Section 8.1(a)(xxxv),~~ the Calculation Agent shall determine the arithmetic mean of the offered quotations of the Reference Banks to leading banks in the London interbank market for three-month U.S. dollar deposits in Europe in an amount determined by the Calculation Agent by reference to requests for quotations as of approximately 11:00 a.m. (London time) on the LIBOR Determination Date made by the Calculation Agent to the Reference Banks. If, on such LIBOR Determination Date, at least two of the Reference Banks provide such quotations, LIBOR for the immediately following Periodic Interest Accrual Period shall equal the arithmetic mean of such quotations. If, on such LIBOR Determination Date, only one or none of the Reference Banks provides such a quotation, LIBOR for the immediately following Periodic Interest Accrual Period shall be deemed to be the arithmetic mean of the offered quotations that leading banks in The City of New York selected by the Calculation Agent (after consultation with the Collateral Manager) are quoting on the relevant LIBOR Determination Date for three-month U.S. dollar deposits in Europe in an amount determined by the Calculation Agent that is representative of a single transaction in such market at such time by reference to the principal London offices of leading banks in the London interbank market; provided, however, that, if the Calculation Agent is required but is unable to determine a rate in accordance with at least one of the procedures provided above ~~and if no Temporary Replacement Rate applies,~~ LIBOR for the immediately following Periodic Interest Accrual Period shall be LIBOR as determined on the previous LIBOR Determination Date. Neither the Calculation Agent nor the Collateral Manager shall have any liability for the selection of Reference Banks or other leading banks whose quotations are used to determine LIBOR.

~~(c) — In respect of the Periodic Interest Accrual Period with respect to the Initial Payment Date and the second Payment Date, LIBOR will be determined through the use of straight line interpolation by reference to two rates calculated in accordance with clause (a) or (b) above, one of which will be determined as if the maturity of the U.S. dollar deposits referred to therein were the period of time for which rates are available next shorter than such Periodic Interest Accrual Period and the other of which will be determined as if such maturity were the period of time for which rates are available next longer than such Periodic Interest Accrual Period; provided that, if a Periodic Interest Accrual Period is less than or equal to one week, then LIBOR will be determined by reference to a rate calculated in accordance with clauses (a) and (b) above as if the maturity of the U.S. dollar deposits referred to therein were a period of time equal to one week.~~

Notwithstanding anything to the contrary herein, LIBOR applicable to each Class of Secured Notes shall be the greater of (i) 0% and (ii) the rate determined pursuant to clauses (a) or (b) above.

## 2.12 Notes Beneficially Owned by Non-Permitted Holders.

(a) Notwithstanding anything to the contrary elsewhere in this Indenture, any transfer of a beneficial interest in any Rule 144A Global Notes or Rule 144A

Definitive Note to a Person that is not both (i) a Qualified Purchaser and (ii) a Qualified Institutional Buyer shall be null and void, and any such purported transfer of which the Issuer, the Co-Issuer (if applicable) or the Trustee shall have actual knowledge or written notice may be disregarded by the Issuer, the Co-Issuer (if applicable) and the Trustee for all purposes.

(b) If ~~(xw)~~ any Person that is not both (i) a Qualified Purchaser and (ii) a Qualified Institutional Buyer shall become the owner of a beneficial interest in any Rule 144A Global Note or a Rule 144A Definitive Note, ~~(yx)~~ any Holder of Notes shall fail or be unable to comply with the Noteholder Reporting Obligations or otherwise prevent the Issuer from achieving FATCA compliance ~~or~~, ~~(zy)~~ a U.S. Person (as defined in Regulation S) acquires an interest in a Regulation S Global Note or Regulation S Definitive Note or (z) any Person that owns a beneficial interest in a Note is a Non-Permitted AML Holder (any such person described in the preceding clause (w), (x), (y) or (z), a "Non-Permitted Holder"), the Issuer or the Trustee on its behalf shall, promptly after obtaining actual knowledge or written notice that such person is a Non-Permitted Holder by the Issuer, the Co-Issuer (if applicable) or the Trustee (and notice by the Trustee or, if applicable, the Co-Issuer to the Issuer), send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its interest to a Person that is not a Non-Permitted Holder and otherwise is a permissible Holder thereof hereunder within thirty (30) days ~~of~~after the date of such notice; provided that, in the case of a Holder that is a Non-Permitted Holder solely due to the failure to comply with the Noteholder Reporting Obligations or because such Holder's ownership of Notes otherwise causes the Issuer to be unable to achieve FATCA compliance, the Issuer (or the Trustee on its behalf if directed to do so) shall send a notice to such Holder demanding transfer of its interest only if the Issuer is required to terminate such Holder's interest in the Notes in order to comply with FATCA. If such Non-Permitted Holder fails to so transfer its Notes, the Issuer shall have the right, without further notice to the Non-Permitted Holder, to sell (and shall sell if directed to do so by the Collateral Manager) such Notes or such Non-Permitted Holder's interest in such Notes to a purchaser selected by the Issuer that is not a Non-Permitted Holder on such terms as the Issuer may choose. In the case of a transfer or sale effected for purposes of achieving FATCA compliance, the Issuer may sell or, demand the transfer of, a Non-Permitted Holder's interest in a Note in its entirety notwithstanding that the sale of a portion of such an interest would permit the Issuer to achieve FATCA compliance. The Issuer or an investment bank selected by the Issuer (and approved by the Collateral Manager) shall select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes and selling such Notes to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. The Holder of each Note, the Non-Permitted Holder and each other Person in the chain of title from the Holder to the Non-Permitted Holder, by their acceptance of an interest in the Notes, agree to cooperate with the Issuer to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale, shall be remitted to the Non-Permitted Holder. The terms and conditions of any sale under this clause (b) shall be determined in the sole discretion of the Issuer, and none of the Collateral Manager, the Issuer or the Trustee shall be liable to any Person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion.

(c) If any Person shall become the beneficial owner of an interest in any Notes (i) who has made or is deemed to have made a representation required by Section 2.5 hereof related to its status as a Benefit Plan Investor, ERISA or any Similar Law that is



subsequently shown to be false or misleading or (ii) whose ownership of ERISA Restricted Notes otherwise causes a violation of the 25% Limitation applicable to such Notes (any such person a "Non-Permitted ERISA Holder"), the Issuer shall, promptly after discovery that such person is a Non-Permitted ERISA Holder by the Issuer, the Co-Issuer or the Trustee (and notice by the Trustee or the Co-Issuer to the Issuer, if either of them obtains actual knowledge), send notice to such Non-Permitted ERISA Holder demanding that such Non-Permitted ERISA Holder transfer its interest to a person that is not a Non-Permitted ERISA Holder within ~~fourteen~~ (14) ~~10~~ days ~~of~~ after the date of such notice. If such Non-Permitted ERISA Holder fails to so transfer its Notes, the Issuer shall have the right, without further notice to the Non-Permitted ERISA Holder, to sell (and shall sell if directed to do so by the Collateral Manager) such Notes or such Non-Permitted ERISA Holder's interest in such Notes to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder on such terms as the Issuer may choose. The Issuer or an investment bank selected by the Issuer (and approved by the Collateral Manager) shall select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities similar to the Notes, and selling such Notes, to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion. The Holder of the Notes, the Non-Permitted ERISA Holder and each other Person in the chain of title from the Holder to the Non-Permitted ERISA Holder, by its acceptance of an interest in the Notes, agrees to cooperate with the Issuer and the Trustee to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the Non-Permitted ERISA Holder. The terms and conditions of any sale under this clause (c) shall be determined in the sole discretion of the Issuer, and none of the Issuer, the Collateral Manager or the Trustee shall be liable to any Person having an interest in Notes sold as a result of any such sale or the exercise of such discretion.

### 2.13 Tax Treatment.

(a) The Issuer, the Co-Issuer and the Trustee agree, and each Holder and each beneficial owner of a Secured Note, by acceptance of such Secured Note or an interest in such Secured Note shall be deemed to have agreed, to treat, and shall treat, the Secured Notes as debt instruments of the Issuer only for United States federal income tax purposes and, to the extent permitted by law, state and local income and franchise tax purposes and shall take no action inconsistent with such treatment unless required by any relevant taxing authority.

(b) The Issuer, the Co-Issuer and the Trustee agree, and each Holder and each beneficial owner of a Subordinated Note ~~or a Subordinated Fee Note~~, by acceptance of such Subordinated Note ~~or Subordinated Fee Note~~ or an interest in such Subordinated Note ~~or Subordinated Fee Note~~ shall be deemed to have agreed, to treat, and shall treat, the Subordinated Notes ~~and Subordinated Fee Notes~~ as equity in the Issuer for United States federal income tax purposes and, to the extent permitted by law, state and local income and franchise tax purposes and shall take no action inconsistent with such treatment unless required by any relevant taxing authority.

(c) The Issuer will also treat the Secured Notes as debt for legal, accounting and ratings purposes. By accepting a Note, each Holder and beneficial owner agrees to report all income (or loss) in accordance with such treatment and to take no action inconsistent

with such treatment unless otherwise required by a relevant taxing authority. The Issuer agrees not to elect to be treated as other than a corporation for U.S. federal income tax purposes.

(d) Each Holder, purchaser, beneficial owner and subsequent transferee of a Note or an interest therein, by acceptance of such Note or such interest in such Note, shall be required to agree or deemed to have agreed (1) to provide the Issuer and the Trustee (i) any information as is necessary (in the sole determination of the Issuer or the Trustee or any agent thereof, as applicable) for the Issuer and the Trustee to determine whether such purchaser, beneficial owner or transferee is a United States person as defined in Section 7701(a)(30) of the Code ("United States person") and (ii) any additional information or certification (including a waiver of foreign-law confidentiality) that the Issuer or its agent requests in connection with FATCA (including, but not limited to, U.S. ownership or U.S. controlling person information of a non-U.S. entity that is a Holder or a beneficial owner of Notes), (2) to take any action as may be necessary or helpful (in the sole determination of the Issuer or the Collateral Manager or their agents) for the Issuer to achieve compliance with FATCA, and (3) (x) if it is a United States person that is a Holder or beneficial owner of Notes or an interest therein, to ~~(x)~~ provide the Issuer and the Trustee such United States person's name, address, U.S. taxpayer identification number, and any other information or certification (including a waiver of foreign-law confidentiality) requested by the Issuer or its agent upon request and (y) update any ~~such~~ information or certification provided ~~in clause (x) hereunder~~ promptly upon learning that any such information or certification previously provided has become obsolete or incorrect or is otherwise required (the foregoing agreements, the "Noteholder Reporting Obligations"). Each purchaser and subsequent transferee of a Note or an interest therein will be required or deemed to acknowledge that the Issuer may provide such information or certification and certain financial information related to such Holder's investment in the Notes (or interests therein) and any other information concerning its investment in the Note or an interest therein to the Cayman TIA Islands Tax Information Authority, the U.S. Internal Revenue Service or any other taxing authority. ~~Each purchaser and subsequent transferee of Notes will be required or deemed to understand and acknowledge that the Issuer has the right, hereunder, to compel any beneficial owner of an interest in a Note that fails to comply with the foregoing requirements or that otherwise prevents the Issuer from achieving FATCA compliance to sell its interest in such Note, or to sell such interest on behalf of such owner following the procedures and timeframe relating to Non-Permitted Holders specified herein. 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 achieve FATCA compliance. Further, each purchaser and subsequent transferee of Notes will be required or deemed to understand and acknowledge that the Issuer has the right, under certain circumstances, to assign to Notes held by Non-Permitted Holders a separate CUSIP number or numbers and/or to enter into one or more supplemental indentures or amend this Indenture to enable the Issuer to achieve FATCA compliance. In addition, each purchaser and subsequent transferee of Notes will be required or deemed to understand and acknowledge that the Issuer has the right, hereunder, to withhold (without any corresponding gross up) on any beneficial owner of an interest in a Note that fails to comply with the foregoing requirements. In addition, each purchaser and subsequent transferee of Notes will be required or deemed to understand and acknowledge that the Issuer has the right, hereunder, to withhold (without any corresponding gross up) on any beneficial owner of an interest in a Note that fails to comply with the foregoing requirements.~~

In the event any Holder fails to provide the information or documentation referred to in the immediately preceding paragraph, or to the extent that its ownership of Notes would otherwise cause the Issuer to be subject to any tax under FATCA, (A) the Issuer (and any agent acting on its behalf) is authorized to withhold amounts otherwise distributable to the investor as compensation for any tax imposed under FATCA as a result of such failure or such ownership, and (B) to the extent necessary to avoid an adverse effect on the Issuer as a result of such failure or such ownership, the Issuer will have the right to compel the investor to sell its Notes and, if such person does not sell its Notes within 10 Business Days after notice from the Issuer or its agents, the Issuer will have the right to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and to remit the net proceeds of such sale (taking into account any taxes incurred by the Issuer in connection with such sale) to such person as payment in full for such Notes. The Issuer may also assign each such Note a separate securities identifier in the Issuer's sole discretion. Each Holder agrees that the Issuer, the Trustee or their agents or representatives may (1) provide any information and documentation concerning its investment in its Notes to the Cayman Islands Tax Information Authority, the U.S. Internal Revenue Service and any other relevant tax authority and (2) take such other steps as they deem necessary or helpful to ensure that the Issuer complies with FATCA and the Cayman FATCA Legislation.

~~(e) — The Issuer shall use commercially reasonable efforts to comply with the provisions of Cayman Islands legislation enacting the terms of the intergovernmental agreement between the United States and the Cayman Islands regarding the implementation of Sections 1471 through 1474 of the Code.~~ Each Holder agrees (A) to comply with the Holder AML Obligations and to obtain and provide the Issuer or its agents with such information and documentation that may be required for the Issuer to achieve AML Compliance and shall update or replace such information or documentation, as may be necessary, (B) that the Issuer or its agents or representatives may provide such information and documentation and any other information concerning its investment in such Notes to the Cayman Islands Monetary Authority, and (2) take such other steps as they deem necessary or helpful to achieve AML Compliance, and (C) that if it fails for any reason to comply with its Holder AML Obligations or otherwise is or becomes a Non Permitted AML Holder, the Issuer will have the right, to (1) compel it to sell its interest in such Notes, (2) sell such interest on its behalf in accordance with the procedures specified in the Indenture and/or (3) assign to such Notes a separate CUSIP or CUSIPs and, in the case of this subclause (3), to deposit payments on such Notes into a separate account, which amounts will be either (x) released to the Holder of such Notes at such time that the Issuer determines that the Holder of such Notes complies with its Holder AML Obligations and is not otherwise a Non-Permitted AML Holder or (y) released to pay costs related to such noncompliance; provided that any amounts remaining in an such account will be released to the applicable Holder (a) on the date of final payment for the applicable Class (or as soon as reasonably practical thereafter) or (b) at the request of the applicable Holder on any Business Day after such Holder has certified to the Issuer that it no longer holds an interest in any Notes. Any amounts deposited into a separate account in respect of Notes held by a Non Permitted AML Holder will be treated for all purposes under the Indenture as if such amounts had been paid directly to the Holder of such Notes. It agrees to indemnify the Issuer for all damages, costs and expenses that result from its failure to comply with its Holder AML Obligations. This indemnification will continue even after it ceases to have an ownership interest in such Notes.

~~(e)~~ ~~(f)~~ Each Holder, purchaser, beneficial owner and subsequent transferee of a Class E Note, ~~a Subordinated Fee Note~~, a Subordinated Note or an interest therein, by acceptance of such Note or such interest in such Note, shall be deemed to have agreed that it is not an Affected Bank unless such acquisition is authorized by the Issuer in writing and will agree, or will be deemed to agree, not to transfer such Note to an Affected Bank unless such transfer is authorized by the Issuer in writing. The Issuer has the right to compel any beneficial owner of such Note that is an Affected Bank to sell all or a portion of its interest in such Note, or may sell all or a portion of such interest on behalf of such owner in the manner set forth in Section 2.12(b).

~~(f)~~ ~~(g)~~ ~~With respect to any period during which any~~ Each Holder of ~~Class E Notes, Subordinated Fee Notes and/or Subordinated Notes treated as equity interests in the Issuer for U.S. federal income tax purposes~~ Subordinated Notes, if it owns more than 50% of the Subordinated Notes by value or if such Holder, its beneficial owner, or a direct or indirect owner of the foregoing is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5~~T~~(i) (or any successor provision), ~~such Holder or owner will be required to covenant~~), represents that it will ~~(iA)~~ cause confirm that any member of such expanded affiliated group (assuming that the Issuer and any non-U.S. Permitted Subsidiary are "participating FFIs" or "registered deemed-compliant FFIs" within the meaning of Treasury ~~Regulations Section~~ regulations section 1.1471-4~~T~~(e) (or any successor provision)) that is treated as a "foreign financial institution" within the meaning of ~~section~~ Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder ~~to be~~ is either a "participating FFI", a "registered deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury ~~Regulations Section~~ regulations section 1.1471-4~~T~~(e) (or any successor provision), and ~~(iiB)~~ promptly notify the Issuer in the event that any member of such expanded affiliated group that is treated as a "foreign financial institution" within the meaning of Section 1471(d)(4) of the Code and any Treasury regulations promulgated thereunder is not either a "participating FFI", a "registered deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4~~T~~(e) (or any successor provision), in each case except to the extent that the Issuer or its agents have provided such Holder ~~or owner~~ with an express waiver of this ~~provision~~ requirement.

~~(g)~~ No Holder will treat any income with respect to its Subordinated Notes as derived in connection with the Issuer's active conduct of a banking, financing, insurance, or other similar business for purposes of Section 954(h)(2) of the Code.

2.14 [Reserved].

2.15 [Reserved].

2.16 Additional Issuance.

~~(a)~~ ~~At any time during the Reinvestment Period (or, in the case of an issuance of additional Subordinated Notes, at any time), the Co-~~ The Co- Issuers or the Issuer, as applicable, may, at the written direction of a Majority of the Subordinated Notes (or, in the case of a Risk Retention Issuance, the Collateral Manager), issue and sell ~~(x) at any time, (1)~~ additional notes of any one or more new classes that are subordinated to the existing Secured

Notes (or to the most junior class of securities of the Issuer (other than the Subordinated Notes) issued pursuant to this Indenture, if any class of notes issued pursuant to this Indenture other than the Secured Notes and the Subordinated Notes is then Outstanding) (the "Junior Mezzanine Notes") ~~and/or, (2) additional Subordinated Notes or (3) additional notes in a Risk Retention Issuance and/or (y) during the Reinvestment Period,~~ additional Notes of any one or more existing Classes of Notes and use the proceeds to purchase additional Collateral Debt Obligations or as otherwise permitted under this Indenture, provided that the following conditions are met and certified to the Trustee by the Issuer:

(i) (A) ~~the Collateral Manager consents to such issuance, and (B) such issuance is consented to by the Collateral Manager and, if the Retention Holder Approval Condition is applicable, the Retention Holder (provided that such consent of the Retention Holder may be withheld only if the Retention Holder notifies the Issuer in writing that the Retention Holder has determined in good faith that such issuance (x) would result in non-compliance or a material risk of non-compliance with any risk retention regulation that is then applicable to the Retention Holder or its Affiliates or (y) would impose obligations on, or increase the obligations of, the Retention Holder or its Affiliates in complying with any such risk retention regulation) and (B) such issuance is consented to by a Majority of the Class A-1-R Notes (unless only additional Subordinated Notes or Junior Mezzanine Notes are being issued, such issuance is consented to by a Majority of the Class A Notes or such issuance is a Risk Retention Issuance in an aggregate principal amount which the Collateral Manager has certified to the Trustee is not greater than the amount (taking into account minimum denominations) required to comply with any risk retention requirements which may be applicable);~~

(ii) in the case of additional notes of any one or more existing Classes (other than Subordinated Notes), the aggregate principal amount of Notes of such Class issued in all additional issuances shall not exceed 100% of the Aggregate Principal Amount of the Notes of such Class on the ~~Closing~~Amendment Date;

(iii) in the case of additional notes of any one or more existing Classes, the terms of the notes issued must be identical to the respective terms of previously issued Notes of the applicable Class, except that the interest due on additional Secured Notes will accrue from the issue date of such additional Secured Notes and the interest rate and price of such Notes do not have to be identical to those of the initial Notes of that Class; provided that, (A) the interest rate (spread over LIBOR) of such additional notes may not exceed the interest rate (spread over LIBOR) of the initial Notes of that Class ~~and (B) the price at which the Issuer issues such additional notes must be equal to or greater than par;~~

(iv) if additional notes of any existing Class (other than Subordinated Notes) are issued, additional notes of all ~~Junior~~ Classes that are subordinated to such existing Class must be issued and such issuance of additional notes (including, for the avoidance of doubt, the most senior Class of which additional notes are being issued) must be proportional across all ~~Junior~~such Classes, provided that (i) the principal amount of Subordinated Notes or Junior Mezzanine Notes issued in any such issuance may exceed the proportion otherwise applicable to the Subordinated Notes or Junior Mezzanine Notes; and (ii) the Co-Issuers may not issue additional ~~Class X Notes or Subordinated Fee Notes; and (iii) Class D Notes may be issued as Class D-1 Notes or Class D-2 Notes;~~

(v) ~~unless only additional Subordinated Notes or Junior Mezzanine Notes are being issued, the Global Rating Condition shall have been satisfied, in each case with respect to any Class of Secured Notes not constituting part of such additional issuance then rated by the applicable Rating Agency; provided that if only additional Subordinated Notes or Junior Mezzanine Notes are being issued,~~ the Issuer notifies each Rating Agency of such issuance prior to the issuance date;

(vi) the proceeds of (a) any additional securities (net of fees and expenses incurred in connection with such issuance) shall be treated as Collateral Principal Collections and used to purchase additional Collateral Debt Obligations, to invest in Eligible Investments or to apply pursuant to the Priority of Payments;~~(vii) — and (b) in the case of the issuance of only Junior Mezzanine Notes and/or Subordinated Notes, shall be treated as Collateral Interest Collections or Collateral Principal Collections as designated by the Collateral Manager with the prior written consent of a Majority of the Subordinated Notes;~~

(vii) unless such issuance is a Risk Retention Issuance, either (A) the Collateral Coverage Tests are satisfied after giving effect to such additional issuance or (B) if any Collateral Coverage Test was not satisfied prior to giving effect to such additional issuance and will not be satisfied after giving effect thereto, (1) the ratio related to such unsatisfied Collateral Coverage Test will be maintained or improved after giving effect to the proposed additional issuance and (2) a Majority of the Controlling Class ~~has~~have consented to such additional issuance; ~~(unless only additional Subordinated Notes or Junior Mezzanine Notes are being issued or such issuance is a Risk Retention Issuance);~~

(viii) an opinion of tax counsel of nationally recognized standing in the United States experienced in such matters shall be delivered to the Trustee to the effect that ~~(A) such issuance would not cause the Holders or beneficial owners of Secured Notes previously issued to be deemed to have sold or exchanged such Secured Notes under Section 1001 of the Code and (B) any additional Class A-1-R Notes, Class A-2-R Notes, Class B Notes, Class C Notes or Class D Notes will, and any additional Class E Notes should, be debt for United States federal income tax purposes;~~

(ix) such additional notes will have a separate CUSIP number unless the Notes of any Class and such additional notes of the same Class of Notes are fungible for U.S. federal income tax purposes; ~~and~~

(x) [Reserved];

(xi) (x) the Trustee has received the documents required pursuant to Section 3.6 hereof; ~~and~~

(xii) the Sponsor (if any) would not be in violation of the U.S. Risk Retention Regulations (as determined by the Collateral Manager in its sole discretion, which determination may be based on an Opinion of Counsel) after giving effect to such additional issuance of notes; provided that, unless it consents to do so in its sole discretion, none of the Collateral Manager, any Affiliate thereof, or any Sponsor shall be required to purchase any notes in connection with such additional issuance.

(b) Any additional securities of an existing Class issued as described above (other than any securities issued to a Retention Holder, a Sponsor or an Eligible EU Retainer in connection with a Risk Retention Issuance) will, to the extent reasonably practicable, be offered first to Holders of that Class in such amounts as are necessary to preserve their pro rata holdings of Notes of such Class.

(c) The Co-Issuers and the Trustee may enter into a supplemental indenture providing for the issuance and terms of the additional notes without obtaining any consent from Noteholders.

(d) If the Collateral Manager or its designee purchases Notes (or Junior Mezzanine Notes) in a Risk Retention Issuance, the Collateral Manager or its designee shall purchase such Notes (or Junior Mezzanine Notes) at a price determined as follows (unless the Issuer and the Collateral Manager shall otherwise agree): (1) if the Collateral Manager or its designee is purchasing a portion of a Class of Secured Notes which are being issued in a Refinancing or Partial Redemption by Refinancing (or issued or sold in a Re-Pricing) pursuant to Section 9.4(d), Section 9.11 or Section 9.12, the purchase price shall be the lowest price at which such Secured Notes are purchased by any other Person in such Refinancing, Re-Pricing or Partial Redemption by Refinancing, (2) if the Collateral Manager or its designee is purchasing Notes of an existing Class (or Junior Mezzanine Notes) which are being issued as additional notes pursuant to this Section 2.16 and a portion of such Notes (or Junior Mezzanine Notes) will be purchased by any other Person, the purchase price shall be the lowest price at which such existing class of Notes (or Junior Mezzanine Notes ) are purchased by any other Person, and (3) in all other cases, the purchase price shall be a price determined by the Issuer that is not greater than the principal amount thereof.

(e) If additional Class E Notes or Subordinated Notes are to be issued or Junior Mezzanine Notes are to be issued, the Co-Issuers or the Issuer, as applicable, shall restrict purchases of such Notes or Junior Mezzanine Notes by Benefit Plan Investors to the extent required such that, taking into account any restrictions in this Indenture (and in any supplemental indenture providing for the issuance and terms of the additional notes) on purchases by a Controlling Person, the Collateral Manager or its designee may purchase the principal amount designated by the Collateral Manager of such Notes or Junior Mezzanine Notes in a Risk Retention Issuance.

(f) A Refinancing Risk Retention Issuance shall not be subject to the conditions for issuance of additional notes in Sections 2.16(a) and 2.16(b) but shall instead be subject to the conditions applicable to a Refinancing, Re-Pricing or a Partial Redemption by Refinancing in Sections 9.4(d) and 9.4(e), Section 9.11 or Section 9.12, whichever is applicable.

### 3. CONDITIONS PRECEDENT AND SECURITY INTERESTS

#### 3.1 General Provisions.

On the Closing Date, all of the Co-Issued Notes will be executed by the Co-Issuers and all of the Subordinated Fee Notes and the Subordinated Notes will be executed by the Issuer and, in each case, delivered to the Trustee for authentication on behalf of the

Co-Issuers or the Issuer, as applicable, and thereupon the same shall be authenticated and delivered by the Trustee (or an Authenticating Agent on its behalf) upon the Issuer's written request and upon compliance with the conditions of Section 3.2 hereof and upon delivery of the following:

(a) an Officer's Certificate of each of the Co-Issuers evidencing the authorization of the execution and delivery of this Indenture and the Purchase Agreement, and the execution, authentication and delivery of the Notes (or, in the case of the Co-Issuer, the Co-Issued Notes) applied for by it and specifying the Stated Maturity Date, original Aggregate Principal Amount and Applicable Periodic Rate of each Class of Notes (or, in the case of the Co-Issuer, the Co-Issued Notes) to be authenticated and delivered and, in the case of the Issuer, the authorization of the execution and delivery of the Collateral Management Agreement, the Collateral Administration Agreement, any Hedge Agreement and the Account Control Agreement and the execution, authentication and delivery of the Subordinated Fee Notes and the Subordinated Notes applied for by it and specifying the Stated Maturity Date and original Aggregate Principal Amount of the Subordinated Notes and the aggregate notional amount of the Subordinated Fee Notes to be authenticated and delivered;

(b) either (i) a certificate of each of the Co-Issuers or other official document evidencing the due authorization, approval or consent of any governmental body or bodies, at the time having jurisdiction in the premises, together with an Opinion of Counsel to each of the Co-Issuers that the authorization, approval or consent of no other governmental body is required for the valid issuance of the Notes (or, in the case of the Co-Issuer, the Co-Issued Notes), or (ii) an Opinion of Counsel to each of the Co-Issuers to the effect that no consent or approval of, or other action by, any governmental agency or authority which has not been obtained or taken is required under the laws of the State of New York or the Federal laws of the United States for the valid issuance of the Notes;

(c) opinions of Ashurst LLP, special U.S. counsel to the Co-Issuers, dated the Closing Date, substantially in the form of Exhibit E attached hereto;

(d) an opinion of Maples & Calder, Cayman Islands counsel to the Issuer, dated the Closing Date, substantially in the form of Exhibit F attached hereto;

(e) an Officer's Certificate or Certificates stating that neither of the Co-Issuers is in default under this Indenture and that the issuance of the Notes will not result in a breach of any of the terms, conditions or provisions of, or constitute a default under, the respective Co-Issuer's organizational documents and any indenture or other agreement or instrument to which the Issuer or the Co-Issuer, as applicable, is a party or by which the Issuer or the Co-Issuer, as applicable, is bound or any order of any court or administrative agency entered in any Proceeding to which the Issuer or the Co-Issuer, as applicable, is a party or by which the Issuer or the Co-Issuer, as applicable, is bound or to which the Issuer or the Co-Issuer, as applicable, is subject and that all conditions precedent provided in this Section 3.1 and all requirements under Sections 3.2 and 3.3 hereof and all conditions precedent otherwise provided in this Indenture relating to the authentication and delivery of the Notes have been complied with;



(f) Schedule A to the Indenture containing the following information with respect to each Initial Collateral Debt Obligation which has been acquired or which the Issuer has committed to acquire as of the Closing Date: coupon (in the case of Collateral Debt Obligations bearing interest at fixed rates), spread (in the case of Collateral Debt Obligations bearing interest at floating rates), ratings and stated maturity;

(g) an executed counterpart of each of the Transaction Documents;

(h) a request from the Applicable Issuers directing the Trustee to authenticate the Notes in the amounts set forth therein, registered in the name(s) set forth therein or as otherwise provided to the Trustee by the Applicable Issuers, or at their direction, and to make delivery thereof to the Applicable Issuers or as they may otherwise direct therein;

(i) an Officer's Certificate from the Collateral Manager dated the Closing Date (i) confirming that Schedule A attached to this Indenture correctly lists the Initial Collateral Debt Obligations to be Granted to the Trustee on the Closing Date pursuant hereto or which the Issuer has committed to purchase as of the Closing Date, (ii) stating that each such Initial Collateral Debt Obligation satisfies the requirements of the definition of the term "Collateral Debt Obligation" and (iii) stating that the Aggregate Principal Amount of the Collateral Debt Obligations acquired by the Issuer or committed to be acquired as of the Closing Date is equal to or greater than U.S.\$475,000,000;

(j) an opinion of counsel to the Collateral Manager, dated the Closing Date, substantially in the form of Exhibit L attached hereto;

(k) UCC-1 Financing Statements naming the Issuer as debtor and the Trustee as secured party, suitable for filing in the District of Columbia or other appropriate jurisdictions;

(l) an opinion of Nixon Peabody LLP, counsel to the Trustee, dated the Closing Date, substantially in the form of Exhibit M attached hereto; and

(m) such other documents as the Trustee or Collateral Manager may reasonably require; provided that nothing in this clause (m) shall imply or impose a duty on the part of the Trustee or Collateral Manager to require any other documents.

The Issuer shall post copies of the documents specified in this Section 3.1 on the NRSRO Website as soon as practicable after the Closing Date.

### 3.2 Security.

On the Closing Date, the following conditions shall have been satisfied:

(a) Grant and Delivery of Initial Collateral Debt Obligations. The Grant pursuant to the granting clauses of this Indenture of all of the Issuer's right, title and interest in and to the Collateral Debt Obligations (including any Initial Collateral Debt Obligations acquired by the Issuer on or prior to the Closing Date) securing the Secured Notes shall have occurred and such Collateral Debt Obligations acquired on or prior to the Closing Date

shall have been Delivered to the Trustee, which, if any such Collateral Debt Obligations are held through a Securities Intermediary, shall be deemed to have occurred upon receipt of evidence satisfactory to the Trustee that such Collateral Debt Obligations have been credited by the Securities Intermediary to the Custodial Account.

(b) Certificate of the Issuer. A certificate of an Authorized Officer of the Issuer, dated as of the Closing Date, shall have been delivered to the Trustee to the effect that, as of the Closing Date, in the case of each Initial Collateral Debt Obligation acquired by the Issuer on or prior to the Closing Date and pledged to the Trustee for inclusion in the Collateral on the Closing Date:

(i) the Issuer is the owner of each such Initial Collateral Debt Obligation free and clear of any liens, claims or encumbrances of any nature whatsoever, except for those which are being released on the Closing Date and except for those Granted pursuant to this Indenture and except for Permitted Liens;

(ii) the Issuer has acquired its ownership in such Initial Collateral Debt Obligation in good faith without notice of any adverse claim within the meaning of the UCC, except as described in clause (i) above;

(iii) the Issuer has Delivered any such Initial Collateral Debt Obligation to the Trustee and has not assigned, pledged or otherwise encumbered any interest in such Initial Collateral Debt Obligation (or, if any such interest has been assigned, pledged or otherwise encumbered, it has been released) other than interests Granted pursuant to this Indenture and except as described in clause (i) above;

(iv) the Issuer has full right to Grant a security interest in and assign and pledge, and has Granted or does hereby Grant, such Initial Collateral Debt Obligation to the Trustee, except for Collateral Debt Obligations consisting of loans the Underlying Instruments for which may require the consent of the borrower and/or agent bank for such pledge and for which the Issuer has not yet received such consent; provided that (i) any such Underlying Instruments that expressly require such consent also provide that such consent may not be unreasonably withheld and (ii) the Issuer shall continue after the Closing Date to diligently seek such consents;

(v) the Collateral Debt Obligations included in the Trust Estate satisfy the requirements of the definition of "Collateral Debt Obligations";

(vi) the Collateral Debt Obligations included in the Trust Estate satisfy the criteria set forth in Section 3.3(a) hereof; and

(vii) upon Grant by the Issuer, the Trustee has for the benefit of the Secured Noteholders a first priority perfected security interest in such Collateral Debt Obligations and (except as otherwise provided in this Indenture) all other Collateral, in each case subject only to Permitted Liens.

(c) Rating Letters. The Issuer shall have delivered to the Trustee copies of: (i) a letter signed by Fitch confirming that the ~~Class X Notes and the~~ Class A Notes

have been rated "AAA sf" by Fitch and (ii) a letter signed by Moody's confirming that the ~~Class X Notes and the~~ Class A Notes have been rated "Aaa (sf)" by Moody's, the Class B Notes have been rated at least "Aa2 (sf)" by Moody's, the Class C Notes have been rated at least "A2 (sf)" by Moody's, the Class D Notes have been rated at least "Baa3 (sf)" by Moody's and the Class E Notes have been rated at least "Ba3 (sf)" by Moody's.

(d) Accounts. The Accounts shall have been established pursuant to Section 10.2 hereof, and the Trustee shall have certified thereto by causing the execution and delivery of a certificate of an Authorized Officer of the Trustee.

### 3.3 Purchase of Initial Collateral Debt Obligations.

(a) On the Closing Date, the Issuer shall Deliver to the Trustee the Initial Collateral Debt Obligations acquired on or before the Closing Date (if any) for inclusion in the Trust Estate, and such Initial Collateral Debt Obligations, together with the Initial Collateral Debt Obligations that the Issuer has, on or before the Closing Date, made a firm commitment to acquire after the Closing Date, shall satisfy the definition of "Collateral Debt Obligations", and the Aggregate Principal Amount of such Collateral Debt Obligations acquired or committed to be acquired as of the Closing Date shall be equal to or greater than U.S.\$475,000,000.

(b) The Issuer shall cause to be delivered to the Trustee on the Closing Date Schedule A to this Indenture listing all Initial Collateral Debt Obligations purchased by the Issuer or which the Issuer has committed to purchase.

(c) During the Ramp-Up Period, (i) upon receipt by the Trustee of a Collateral Manager Order with respect thereto, funds on deposit in the Unused Proceeds Account may be withdrawn from the Unused Proceeds Account on any Business Day for the purpose of purchasing an Initial Collateral Debt Obligation in compliance with the Reinvestment Criteria as set forth in Section 12.2 and (ii) the Issuer will Deliver to the Trustee the Initial Collateral Debt Obligations acquired after the Closing Date for inclusion in the Trust Estate.

(d) The Issuer shall cause to be Delivered to the Trustee on the Closing Date cash in the amount of U.S.\$0 which is equal to the Issuer's Unfunded Commitment to make or otherwise fund draws related to any Delayed Funding Loans, Revolving Loans or Letters of Credit in the Initial Collateral Debt Obligations as of the Closing Date and the Trustee shall deposit such cash in the Loan Funding Account.

(e) On the Closing Date, the Trustee shall pay (pursuant to the Closing Date flow of funds memorandum delivered to it by the Initial Purchaser), from the proceeds of the Notes, an amount equal to the Warehouse Accrued Interest/Fees to the Persons designated for such payment in the Closing Date flow of funds memorandum.

### 3.4 Custodianship; Transfer of Collateral Debt Obligations and Eligible Investments.

(a) Each Collateral Debt Obligation and each Eligible Investment relating to, or purchased or made, as the case may be, with funds from, the Collection Account shall be Delivered to the Trustee by causing the Custodian or any other Securities Intermediary

then maintaining the Custodial Account to create a Security Entitlement in the Custodial Account in favor of the Trustee with respect to such Collateral Debt Obligation or Eligible Investment by indicating by book-entry that such Collateral Debt Obligation or Eligible Investment has been credited to the Custodial Account.

(b) Each Eligible Investment relating to, or made with funds from, the Collection Account shall be Delivered to the Trustee by causing the Securities Intermediary then maintaining the Collection Account to create a Security Entitlement in the Collection Account in favor of the Trustee with respect to such Eligible Investment by indicating by book-entry that such Eligible Investment has been credited to the Collection Account.

(c) The Trustee at the written direction of the Collateral Manager shall only invest in Eligible Investments which the applicable Securities Intermediary agrees to credit to the applicable Account.

(d) The Accounts shall only be established and maintained at financial institutions which are Securities Intermediaries and that satisfy the requirements set forth in Section 10.1 and which are not an Affiliate of the Issuer or the Co-Issuer.

Notwithstanding any of the foregoing, any Delivery shall include the taking of such steps as are necessary to ensure that all payments with respect to any item of the Trust Estate shall be made directly to the Trustee or to the Custodian for credit to an Account.

### 3.5 Collateral Debt Obligations Delivered After the Closing Date.

Upon the Delivery to the Trustee of any Collateral Debt Obligation after the Closing Date, the Issuer (or the Collateral Manager on behalf of the Issuer) shall deliver to the Trustee an Officer's Certificate, dated as of the date of the acquisition of such Collateral Debt Obligation, confirming, with respect to such Collateral Debt Obligation, each of the matters set forth in Section 3.2(b) above except Section 3.2(b)(vi). In addition, with respect to the Ramp-Up End Date:

(a) The Issuer shall cause to be delivered to the Trustee on the Ramp-Up End Date an amended Schedule A of Initial Collateral Debt Obligations listing all Initial Collateral Debt Obligations Granted to the Trustee from and including the Closing Date through the Ramp-Up End Date, which schedule shall supersede any prior schedule of Collateral Debt Obligations delivered to the Trustee; and

(b) Unless the Effective Date Moody's Condition is satisfied, the Issuer shall request Moody's to confirm the ratings assigned to the Secured Notes on the Closing Date pursuant to the requirements of Section 9.9 of this Indenture.

### 3.6 Notes Issued After the Closing Date.

Any additional notes to be issued in accordance with Section 2.16 may be executed by the Applicable Issuers and delivered to the Trustee for authentication and thereupon the same shall be authenticated and delivered by the Trustee upon Issuer Order (setting forth

registration, delivery and authentication instructions) and upon receipt by the Trustee of the following:

(i) Officers' Certificate of the Applicable Issuers Regarding Corporate Matters. An Officer's Certificate from each of the Applicable Issuers evidencing the authorization of the execution, authentication and delivery of such additional notes applied for by it and specifying the Stated Maturity Date, original Aggregate Principal Amount and Applicable Periodic Rate of such notes.

(ii) Governmental Approvals. From each of the Applicable Issuers either (A) a certificate of the Applicable Issuer or other official document evidencing the due authorization, approval or consent of any governmental body or bodies, at the time having jurisdiction in the premises, together with an Opinion of Counsel of such Applicable Issuer that no other authorization, approval or consent of any governmental body is required for the valid issuance of the additional notes or (B) an Opinion of Counsel of such Applicable Issuer that no such authorization, approval or consent of any governmental body is required for the valid issuance of such additional notes except as has been given.

(iii) Officers' Certificate of Applicable Issuers Regarding Indenture. An Officer's Certificate of each of the Applicable Issuers stating that, to the best of the signing Officer's knowledge, such Applicable Issuer is not in default under this Indenture and that the issuance of the additional notes applied for by it will not result in a default or a breach of any of the terms, conditions or provisions of, or constitute a default under, its organizational documents, any indenture or other agreement or instrument to which it is a party or by which it is bound, or any order of any court or administrative agency entered in any Proceeding to which it is a party or by which it may be bound or to which it may be subject; that the provisions of Section 2.16 hereof and all applicable conditions precedent provided in this Indenture relating to the authentication and delivery of the additional notes applied for by it have been complied with; and that all expenses due or accrued with respect to the offering of such notes or relating to actions taken on or in connection with the additional issuance have been paid or reserves therefor have been made. The Officer's Certificate of the Issuer shall also state that all of its representations and warranties contained herein are true and correct as of the date of additional issuance.

(iv) Supplemental Indenture. A fully executed counterpart of the supplemental indenture executed in accordance with Article 8 hereof and making such changes to this Indenture as shall be necessary to permit such additional issuance.

(v) Rating Letters. Unless only additional Subordinated Notes are being issued, an Officer's Certificate of the Issuer to the effect that attached thereto is a true and correct copy of a letter signed by each Rating Agency, as applicable, and confirming that the Global Rating Condition has been satisfied with respect to the additional issuance.

(vi) Issuer Order for Deposit of Funds into Accounts. An Issuer Order signed in the name of the Issuer by an Authorized Officer of the Issuer, dated as of the date of the additional issuance, authorizing the deposit of the net proceeds of the issuance into the Principal Collection Account for use pursuant hereto.

(vii) Evidence of Required Consents. (A) A certificate of the Collateral Manager consenting to such issuance and (B) satisfactory evidence of the consents required by Section 2.16(a)(i) hereof, which may in each case be in the form of an Officer's Certificate.

(viii) Other Documents. Such other documents as the Trustee may reasonably require; provided that nothing in this clause (viii) shall imply or impose a duty on the part of the Trustee to require any other documents.

#### 4. SATISFACTION AND DISCHARGE

##### 4.1 Satisfaction and Discharge of Indenture.

This Indenture shall be discharged and shall cease to be of further effect with respect to the obligations of the Co-Issuers under the Co-Issued Notes and of the Issuer under the Subordinated Notes, the Subordinated Fee Notes and the Collateral securing the obligations of the Issuer under the Secured Notes except as to:

- (a) rights of registration of transfer and exchange of Notes,
- (b) rights of substitution or replacement of mutilated, defaced, destroyed, lost or stolen Notes,
- (c) rights of the Secured Parties to receive payments of principal thereof and interest and distributions thereon and termination and other payments payable to such Secured Parties,
- (d) the rights and immunities of the Trustee hereunder and the obligations of the Trustee with respect to any funds or obligations deposited with the Trustee pursuant to clause (i)(B) of this Section 4.1,
- (e) the rights and immunities of the Collateral Manager hereunder and under the Collateral Management Agreement and the rights and immunities of the Collateral Administrator hereunder and under the Collateral Administration Agreement, and
- (f) the rights of Secured Parties as beneficiaries hereof with respect to the property deposited with the Trustee and payable to all or any of them;

and the Trustee, on demand of and at the expense of the Issuer, shall execute proper instruments provided to it acknowledging satisfaction and discharge of this Indenture, when:

- (i) either:
  - (A) all Notes theretofore authenticated and delivered (other than (1) Notes that have been mutilated, defaced, destroyed, lost or stolen and that have been replaced or paid as provided in Section 2.6 hereof and (2) Notes for whose payment Money has theretofore irrevocably been deposited in trust and thereafter repaid to the Issuer or

discharged from such trust, as provided in Section 7.4 hereof) have been delivered to the Trustee for cancellation; or

(B) all Notes not theretofore delivered to the Trustee for cancellation:

(1) have become due and payable;

(2) will become due and payable at their Stated Maturity Date within one year; or

(3) are to be called for redemption pursuant to Section 9.4 hereof under an arrangement satisfactory to the Trustee for the giving of notice of redemption by the Applicable Issuers pursuant to Section 9.5 or Section 9.6, as applicable;

and the Issuer or the Co-Issuer, in the case of clauses (1), (2) or (3) of this subclause (B), has irrevocably deposited or caused to be deposited with the Trustee, in trust for payment of the principal and interest on the Notes, Cash or non-callable direct obligations of the United States of America; provided that the obligations are entitled to the full faith and credit of the United States of America or are debt obligations which are rated not less than "Aaa" by Moody's in an amount calculated by the Trustee, and as re-calculated and compared in a written report to the Trustee (and upon which the Trustee may conclusively rely) by a firm of Independent certified public accountants which are nationally recognized in the United States, sufficient to pay and discharge the entire indebtedness of such Notes not theretofore delivered to the Trustee for cancellation, for principal and interest to the date of such deposit (in the case of Notes that have become due and payable), on the Stated Maturity Date or the Redemption Date, as the case may be; provided, however, that this subsection (i) shall not apply if an election to act in accordance with the provisions of Section 5.5(a) hereof shall have been made and not rescinded;

(ii) the Issuer has paid or caused to be paid all other sums payable hereunder (including, without limitation, the Trustee Fee, the Trustee Expenses, amounts payable pursuant to the Collateral Management Agreement, each Hedge Agreement and the reasonable expenses of the Collateral Administrator and the respective agents and counsel of any of the foregoing) to such Maturity and no other amounts will become due and payable by the Issuer; and

(iii) the Co-Issuers have delivered to the Trustee (and the Trustee shall forward to the Rating Agencies) Officer's Certificates and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of this Indenture have been complied with.

For the avoidance of doubt, the Indenture shall also be discharged and shall cease to be of further effect with respect to the obligations of the Co-Issuers under the Co-Issued Notes and of the Issuer under the Subordinated Notes and the Subordinated Fee Notes, and the Collateral securing the obligations of the Issuer under the Secured Notes, when the Issuer has delivered to the Trustee the Officer's Certificate and Opinion of Counsel specified in clause (iii) above and a certificate stating that:

- Indenture;
- (1) there is no pledged property that remains subject to the lien of this
  - (2) all Hedge Agreements have been terminated; and
  - (3) all funds on deposit in the Accounts and all proceeds of any liquidation of the Collateral Debt Obligations, Equity Securities and the Eligible Investments have been distributed in accordance with the terms of this Indenture (including Section 5.8 and Section ~~11.1~~[11.1, as applicable](#)) or have otherwise been irrevocably deposited in trust with the Trustee for such purpose.

Upon the discharge of this Indenture, the Trustee shall give prompt notice of such discharge to the Issuer and the Collateral Manager, and shall provide such information to the Issuer or the Administrator as may be reasonably required by the Issuer or the Administrator relating to the cancellation of the Notes and payment of amounts due to the Trustee in order for the liquidation of the Issuer to be completed.

Notwithstanding the satisfaction and discharge of this Indenture or the resignation or removal of the Trustee, the rights and obligations (if any) of the Co-Issuers, the Trustee, the Collateral Manager, each Hedge Counterparty and the Noteholders under Sections 2.7, 4.2, 5.4(c), 5.10, 5.19, 6.6, 6.7 (as limited by Section 6.7(b)), 7.1, 7.4, ~~and 13.1~~ [and 14.15](#) hereof and any other Section expressly stated to survive the satisfaction and discharge hereof, shall survive.

#### 4.2 Application of Trust Money.

All Money deposited with the Trustee pursuant to Section 4.1 hereof shall be held in trust by the Trustee and applied by it, in accordance with the provisions of the Notes and this Indenture, to the payment, either directly or through any Paying Agent as the Trustee may determine, to the Person entitled thereto of the principal and interest and other amounts in accordance with the Priority of Payments or otherwise for whose payment such Money has been deposited with the Trustee, and such Money will be held in a segregated non-interest bearing trust account identified as being held in trust for the benefit of the Secured Parties. Except as specifically provided in Section 6.6, the Trustee shall not be responsible for payment of interest upon any Money deposited with it.

#### 4.3 Repayment of Money Held by Paying Agent.

In connection with the satisfaction and discharge of this Indenture with respect to the Notes, all Money then held by any Paying Agent other than the Trustee under the provisions of this Indenture shall, upon demand of the Issuer, be paid to the Trustee to be held and applied pursuant to Section 7.4 hereof and in accordance with the Priority of Payments, and thereupon such Paying Agent shall be released from all further liability with respect to such Money.

## 5. REMEDIES

### 5.1 Events of Default.



"Event of Default" means any one of the following events (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) a default for five Business Days in the payment, when due and payable, of any Periodic Interest on the ~~Class X~~Class A-1-R Notes, the Class A-2-R Notes or the Class B Notes (or at any time when no ~~Class X Notes~~Priority Class Awith respect to the Class C Notes ~~or Class B Notes remain~~remains Outstanding, of any Periodic Interest on the Class C Notes, or at any time when no ~~Priority Class C~~with respect to the Class D Notes ~~remain~~remains Outstanding, of any Periodic Interest on the Class D Notes, or at any time when no ~~Priority Class D~~with respect to the Class E Notes ~~remain~~remains Outstanding, of any Periodic Interest on the Class E Notes), provided that, in the case of a failure to disburse due to an administrative error or omission by the Collateral Manager, the Trustee, the Collateral Administrator or any Paying Agent, such failure continues for seven Business Days after a Responsible Officer of the Trustee receives written notice or has actual knowledge of such administrative error or omission;

(b) a default in the payment of principal, or the Redemption Price, of any Secured Note at its Stated Maturity Date or any Redemption Date (unless the related notice of redemption has been withdrawn or cancelled as provided in this Indenture); provided that, ~~(1)~~ in the case of a failure to disburse due to an administrative error or omission by the Collateral Manager, the Trustee, the Collateral Administrator or any Paying Agent, such failure continues for seven Business Days after a Responsible Officer of the Trustee receives written notice or has actual knowledge of such administrative error or omission and (2) in the case of a default in the payment of principal of any Secured Note (other than the Class A-1-R Notes) on any Redemption Date with respect thereto where (A) such default is due solely to a delayed or failed settlement of any asset sale by the Issuer (or the Collateral Manager on the Issuer's behalf), (B) the Issuer (or the Collateral Manager on the Issuer's behalf) had entered into a binding agreement for the sale of such asset prior to the applicable Redemption Date, (C) such delayed or failed settlement is due solely to circumstances beyond the control of the Issuer and the Collateral Manager, and (D) the Issuer (or the Collateral Manager on the Issuer's behalf) has used commercially reasonable efforts to cause such settlement to occur prior to the Redemption Date and without such delay or failure, then such default will not be an Event of Default unless such failure continues for thirty (30) calendar days after such Redemption Date, and for the avoidance of doubt, if clause (2) above is satisfied, the proceeds of sales of assets which settle on and after the Redemption Date will be distributed pursuant to the Priority of Payments no later than the second Business Day following receipt thereof by the Issuer; provided, further, that the failure to effect any optional redemption (including following a Tax Event or in connection with a Refinancing) for which notice is withdrawn in accordance with the terms of this Indenture or that was not able to be effected pursuant to the terms of this Indenture will, in each case, not constitute an Event of Default;

(c) a failure to apply, ~~within five Business Days following on~~ any Payment Date or Redemption Date, available amounts in accordance with the Priority of Payments ~~in excess of \$10,000~~provisions set forth in Section 5.8 or 11.1 hereof (other than a default described in clause (a) or (b) above); ~~provided that, in the case of a failure to disburse due to an administrative error or omission by the Collateral Manager, the Trustee, the Collateral Administrator or any Paying Agent, such failure continues for seven Business Days after a~~

~~Responsible Officer of the Trustee receives written notice or has actual knowledge of such administrative error or omission,~~ which failure (x) is the result of the failure to disburse at least U.S.\$25,000 and (y) is incapable of remedy or, if capable of remedy, is not remedied within 15 Business Days after notice of such default or failure has been given to the Issuer by the Trustee or to the Issuer, the Trustee and the Collateral Manager by a Majority of the Controlling Class (or, if such failure can only be remedied on a Payment Date, is not remedied by the later of the 15 Business Day period specified above and the next Payment Date); provided that, if such failure has not been remedied within the period specified above (or the next Payment Date, as applicable) it shall not constitute an Event of Default if corrective action is instituted within such specified period (or before the next Payment Date, as applicable) and is diligently pursued until the failure has been remedied;

(d) a failure of the percentage equivalent of a fraction, (i) the numerator of which is equal to the sum of (1) the Aggregate Collateral Balance (other than with respect to Defaulted Obligations) plus (2) the aggregate Defaulted Obligation Amount of all Defaulted Obligations on such date and (ii) the denominator of which is equal to the Aggregate Principal Amount of the Class A-1-R Notes, to equal or exceed [102.5%]% (the "Event of Default O/C Test");

(e) either of the Co-Issuers or the Trust Estate becoming an investment company required to be registered under the Investment Company Act;

(f) except as otherwise provided in this Section 5.1, a default in any material respect in the performance of any covenant, warranty or other agreement of the Co-Issuers in this Indenture (other than a breach of Section 14.4 or, for the avoidance of doubt, the failure to satisfy any of the Reinvestment Criteria, the Collateral Coverage Tests or the Interest Diversion Test), or the failure of any material representation or warranty of the Co-Issuers made in this Indenture or in any certificate or other writing delivered pursuant hereto or in connection with this Indenture to be correct in all material respects when the same shall have been made, and such default or breach shall continue unremedied, or such representation or warranty shall continue to be untrue, for a period of thirty (30) days after notice to the Co-Issuers and the Collateral Manager by the Trustee or to the Co-Issuers, the Collateral Manager and the Trustee by the Holders of at least 25% in Aggregate Principal Amount of the Secured Notes, in each case specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default";

(g) the entry of a decree or order by a court having competent jurisdiction in the premises adjudging either Co-Issuer bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment or composition of or in respect of either Co-Issuer under the Bankruptcy Law or any other similar applicable law, or appointing a receiver, liquidator, assignee or sequestrator (or other similar official) of either Co-Issuer or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

(h) the institution by either Co-Issuer of Proceedings to be adjudicated as bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency

Proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization or relief under the Bankruptcy Law or any other similar applicable law, or the consent by either Co-Issuer to the filing of any such petition or to the appointment of a receiver, liquidator, assignee, trustee or sequestrator (or other similar official) of either Co-Issuer or of any substantial part of its property or to the ordering of the winding up or liquidation of its affairs, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability to pay its debts generally as they become due, or the taking of any action by either Co-Issuer in furtherance of any such action.

As provided in Section 5.1(a) above, the failure, following passage of the relevant grace period, to pay in full, when due and payable, Periodic Interest on the ~~Class X~~ Class A-1-R Notes, the Class A-2-R Notes or the Class B Notes will constitute an Event of Default; however, if sufficient funds are not available therefor in accordance with the Priority of Payments to pay in full, when due and payable, Periodic Interest on ~~the any Class of~~ Deferrable Notes, no Event of Default shall occur by reason of non-payment of Periodic Interest on such Class of Deferrable Notes so long as any more senior Class of Secured Notes is Outstanding.

Not later than three Business Days after an Authorized Officer of the Collateral Manager, the Issuer or the Co-Issuer, or a Responsible Officer of the Trustee, as the case may be, has actual knowledge of the occurrence of an Event of Default, the Trustee or the Collateral Manager, Issuer or Co-Issuer, as applicable, shall notify the other party parties of such Event of Default, and, not later than the Business Day following such notice, the Trustee shall notify the Noteholders, each Hedge Counterparty and each Rating Agency in writing of the occurrence of such Event of Default.

## 5.2 Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than an Event of Default specified in Section 5.1(g) or (h) hereof) has occurred and is continuing, the Trustee may, and shall upon the direction of a Majority of the Controlling Class, declare the principal of and any accrued interest on the Secured Notes to be immediately due and payable, by a notice in writing to the Co-Issuers, the Collateral Manager and Moody's, and upon any such declaration such principal and interest, together with any other amounts payable hereunder, shall become immediately due and payable. If an Event of Default specified in Section 5.1(g) or (h) occurs, all unpaid principal of and any accrued and unpaid interest on the Secured Notes, together with all other amounts payable hereunder, shall automatically become immediately due and payable without any declaration or other act on the part of the Trustee or any Noteholder. If the Secured Notes are declared to be immediately due and payable or if an Event of Default specified in Section 5.1(g) or (h) hereof occurs, the Holders of the Secured Notes or each Class of Secured Notes shall be entitled to receive, in the order of priority set forth in Section 5.8 hereof and subject to Section 5.5(a) hereof, any due and unpaid interest or distributions thereon together with the Aggregate Principal Amount of such Class.

At any time after such a declaration of acceleration of maturity has been made and before (a) a judgment or decree for payment of the Money due has been obtained by the Trustee and (b) the sale of all or a portion of the Collateral has occurred, in each case, as provided in this Article, a Majority of the Controlling Class, by written notice to the Trustee and the Co-Issuers,

may (unless the Event of Default is of a kind described in Section 5.1(g) or Section 5.1(h) above) rescind and annul such declaration and its consequences if:

(a) the Issuer has paid or deposited with the Trustee a sum sufficient to pay (A) all overdue amounts payable on or in respect of the Secured Notes (other than amounts due solely as a result of the acceleration and excluding Cumulative Periodic Rate Shortfall Amounts), (B) to the extent that payment of interest on such amount is lawful, interest on such overdue amounts at the Applicable Periodic Rate, and (C) all unpaid Aggregate Fees and Expenses and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(b) all Events of Default, other than the nonpayment of such amount that has become due solely by such acceleration, have been (A) cured, and a Majority of the Controlling Class by written notice to the Trustee has agreed with such determination (which agreement shall not unreasonably be withheld) or (B) waived as provided in Section 5.15 hereof.

### 5.3 Proceedings.

Notwithstanding anything to the contrary contained herein, the Co-Issuers covenant that, if an Event of Default shall occur in respect of the payment of any principal or interest on any of the Secured Notes, the Applicable Issuer(s) will, upon demand of the Trustee on behalf of any affected Holder of a Secured Note, pay to the Trustee, for the benefit of such Holder, in accordance with the Priority of Payments, the whole amount, if any, then due and payable on such Secured Note for principal and interest, with interest upon the overdue principal and, to the extent that payments of such interest shall be legally enforceable, upon overdue installments of interest, at the applicable interest rate and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, expenses, disbursements and advances of the Trustee and such Secured Noteholder and their respective agents and counsel.

If the Issuer or the Co-Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may institute a Proceeding for the collection of the sums so due and unpaid, may prosecute such Proceeding to judgment or final decree and may enforce the same against the Issuer or the Co-Issuer, as applicable, or any other obligor upon the Secured Notes and collect the Money adjudged or decreed to be payable in the manner provided by law out of the Collateral.

Notwithstanding anything to the contrary contained herein, if an Event of Default has occurred and is continuing and the Secured Notes have been declared due and payable and such declaration and its consequences have not been rescinded and annulled, or at any time on or after the Final Maturity Date, the Trustee shall, upon the written direction of a Majority of the Controlling Class, proceed to protect and enforce its rights and the rights of the Secured Parties by such appropriate Proceedings, in its own name and as trustee of an express trust, as the Trustee may be directed in writing by a Majority of the Controlling Class, to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein or for collection of sums due and unpaid, or to enforce any other proper remedy or legal or equitable right vested in the Trustee by

this Indenture or by law, but subject, however, to the terms of Section 5.4 and Section 6.1(c)(iv) hereof. The reasonable compensation, costs, expenses, disbursements and advances incurred or paid by the Trustee and its agents and counsel in connection with any such Proceeding, including the exercise of any remedies pursuant to Section 5.4 hereof, shall be reimbursed to the Trustee pursuant to Section 6.7 hereof.

When the Trustee incurs expenses or renders services in connection with an Event of Default specified in Section 5.1(g) or Section 5.1(h), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services rendered are intended to constitute expenses of administration under any applicable federal or state bankruptcy, insolvency or other similar law.

#### 5.4 Remedies.

(a) If an Event of Default shall have occurred and be continuing and the Secured Notes have been declared due and payable and such declaration and its consequences have not been rescinded and annulled or at any time on or after the Final Maturity Date, the Trustee, upon written direction of a Majority of the Controlling Class, shall do one or more of the following:

(i) institute Proceedings for the collection of all amounts then payable on the Secured Notes or under this Indenture, whether by declaration or otherwise, enforce any judgment obtained and collect from the Trust Estate securing the Secured Notes Money adjudged due;

(ii) sell or cause the sale of all or a portion of the Collateral or rights of interest therein at one or more public or private sales called and conducted in any manner permitted by law and in accordance with Section 5.18 hereof;

(iii) institute Proceedings from time to time for the complete or partial foreclosure of this Indenture with respect to the Trust Estate securing the Secured Notes;

(iv) exercise any remedies of a secured party under the applicable UCC and take any other appropriate action to protect and enforce the rights and remedies of the Trustee or the Holders of the Secured Notes hereunder or under any other Transaction Documents; or

(v) exercise any other rights and remedies that may be available at law or in equity;

provided, however, that the Trustee may not sell or liquidate the Trust Estate or any portion thereof or any rights or interests therein, unless such sale or liquidation has been made in accordance with Section 5.5; provided, further, that the Trustee shall, on behalf of the Issuer, send notice to each of the Noteholders and each Hedge Counterparty of any proposed sale or liquidation of the Trust Estate together with a brief description thereof. If any sale or liquidation of the Trust Estate or any portion thereof is effected pursuant to the first proviso to the preceding sentence, the Trustee will sell or liquidate the Trust Estate, or such portion thereof, in accordance

with Section 5.18 hereof at one or more public or private sales conducted in any manner permitted by law.

(b) If an Event of Default as described in Section 5.1(f) hereof has occurred and is continuing, the Trustee shall, upon direction of a Majority of the Controlling Class and subject to Section 6.1(c)(iv), institute a Proceeding to compel performance of the covenant or agreement or to cure the representation or warranty, the breach of which gave rise to the Event of Default under such Section, and enforce any decree or order arising from such Proceeding.

(c) (i) Notwithstanding any other provision of this Indenture, none of the Trustee, the Secured Parties or the Noteholders may, prior to the date which is one year (or if longer, any applicable preference period) and one day after the date of payment in full of all Notes, institute against, or join any other Person in instituting against, the Issuer, the Co-Issuer or any Permitted Subsidiary any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceedings, or other Proceedings under Cayman Islands, U.S. federal or state bankruptcy or similar laws. Notwithstanding anything to the contrary in this Article 5, in the event that any Proceeding described in the immediately preceding sentence is commenced against the Issuer, the Co-Issuer or any Permitted Subsidiary, the Applicable Issuers will, subject to the availability of funds as described in the immediately following sentence, promptly object to the institution of any such Proceeding and take all necessary or advisable steps to cause the dismissal of any such Proceeding (including, without limiting the generality of the foregoing, to timely file an answer and any other appropriate pleading objecting to (i) the institution of any proceeding to have the Issuer, the Co-Issuer or any Permitted Subsidiary, as the case may be, adjudicated as bankrupt or insolvent or (ii) the filing of any petition seeking relief, reorganization, arrangement, adjustment or composition or in respect of the Issuer, the Co-Issuer or any Permitted Subsidiary, as the case may be, under applicable bankruptcy law or any other applicable law). The reasonable fees, costs, charges and expenses incurred by the Applicable Issuers or any Permitted Subsidiary (including reasonable attorney's fees and expenses) in connection with taking any such action (such amounts, the "Petition Expenses") will be paid as Administrative Expenses in accordance with the Priority of Payments, and the Special Petition Expenses will be payable without regard to the Expense Cap. Any person who acquires a beneficial interest in a Note shall be deemed to have accepted and agreed to the foregoing restrictions.

(ii) In the event one or more Holders or beneficial owners of Notes cause the filing of a petition in bankruptcy against, or present a winding up petition in respect of, the Issuer, the Co-Issuer or any Permitted Subsidiary in violation of the prohibition described in clause (i) of this Section 5.4(c), such Holder(s) or beneficial owner(s) will be deemed to acknowledge and agree that any claim that such Holder(s) or beneficial owner(s) have against the Issuer, the Co-Issuer or any Permitted Subsidiary or with respect to any Collateral (including any proceeds thereof) shall, notwithstanding anything to the contrary in the Priority of Payments, be fully subordinate in right of payment to the claims of each Holder and beneficial owner of any Secured Note that does not seek to cause any such filing, with such subordination being effective until each Secured Note held by each Holder or beneficial owner of any Secured Note that does not seek to cause any such filing is paid in full in accordance with the Priority of Payments (after giving effect to such subordination). The terms described in the immediately preceding sentence are referred to herein as the "Bankruptcy Subordination Agreement". The

Bankruptcy Subordination Agreement will constitute a "subordination agreement" within the meaning of Section 510(a) of the Bankruptcy Law. The Issuer shall direct the Trustee to segregate payments and take other reasonable steps to effect the foregoing. In order to give effect to the foregoing, the Issuer shall, to the extent necessary, obtain and assign a separate CUSIP or CUSIPs to the Notes of each Class held by such Holder(s).

(iii) Nothing in this Section 5.4 shall preclude, or be deemed to stop, (1) any such Person (i) from taking any action prior to the expiration of the aforementioned period in (A) any case or Proceeding voluntarily filed or commenced by the Issuer or the Co-Issuer or (B) any involuntary insolvency Proceeding filed or commenced by any other Person, or (ii) from commencing against the Issuer or the Co-Issuer or any of their respective properties any legal action which is not a bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceeding or (2) the Trustee from filing proofs of claim in any proceeding voluntarily filed or commenced by either of the Co-Issuers or any involuntary insolvency proceeding filed or commenced by a Person other than the Trustee and shall not prevent the exercise by the Trustee of its rights under Section 6.9.

(iv) The parties hereto agree that the restrictions and covenants described in clause (i) and clause (ii) of this Section 5.4(c) are a material inducement for each Holder and beneficial owner of the Notes to acquire such Notes and for the Issuer, the Co-Issuer and the Collateral Manager to enter into this Indenture (in the case of the Issuer and the Co-Issuer) and the other applicable transaction documents and are an essential term of this Indenture. Any Holder or beneficial owner of a Note, any Permitted Subsidiary or either of the Co-Issuers may seek and obtain specific performance of such restrictions (including injunctive relief), including, without limitation, in any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings, or other proceedings under Cayman Islands law, United States federal or state bankruptcy law or similar laws.

#### 5.5 Preservation of Trust Estate.

(a) If an Event of Default has occurred and is continuing, the Trustee shall (except as provided below) retain the Trust Estate intact, collect and cause the collection of the proceeds thereof and make and apply all payments and deposits and maintain all accounts in accordance with the provisions of Sections 5.8, 10.1, 10.2(a), 10.2(b), 11.1 and 12.4 hereof unless either:

(i) the Trustee determines (with the assistance of the Collateral Manager) that the anticipated net proceeds of the liquidation of the Trust Estate would be sufficient to discharge in full, without duplication, the amounts then due and unpaid on the Secured Notes for principal and interest (including any Cumulative Periodic Rate Shortfall Amounts), due and unpaid Administrative Expenses, all amounts due to each Hedge Counterparty under each Hedge Agreement (including any termination payment), all amounts payable with respect to the Subordinated Fee Notes, including any Subordinated Fee Note Make-Whole and any due and unpaid Collateral Management Fees, and (x) in the case of an Event of Default described in Section 5.1(d), a Majority of the Class A-1-R Notes agrees in writing with such determination and (y) in all other cases, a Majority of the Controlling Class agrees in writing with such determination; or

(ii) ~~(xw)~~ in the case of an Event of Default described in Section 5.1(a) or 5.1(b) (without regard to the occurrence of any other Event of Default prior or subsequent to the occurrence of such Event of Default), unless such Event of Default results solely from a declaration of acceleration of maturity pursuant to Section 5.2 following an Event of Default under Section 5.1(c), (d), (e), (f), (g) or (h), a Majority of the Controlling Class directs such liquidation, ~~(yx)~~ in the case of an Event of Default described in Section 5.1(d) (without regard to the occurrence of any other Event of Default prior or subsequent to the occurrence of such Event of Default), a Supermajority of the Class A-1-R Notes directs such liquidation ~~or~~, ~~(zy)~~ in the case of an Event of Default (other than an Event of Default described in Section 5.1(a), 5.1(b) or 5.1(d)), a Supermajority of each Class of Secured Notes ~~(for which purpose the Class D-1 Notes and the Class D-2 Notes shall be deemed to be a single Class)~~, voting separately by Class, directs such liquidation or (z) in the case of any Event of Default when no Secured Notes remain Outstanding, a Majority of the Subordinated Notes direct such liquidation.

Notwithstanding the foregoing or other restrictions contained in this Article 5, unless a liquidation of the Collateral shall have commenced under this Article 5, the Collateral Manager may effect the sale of Unsaleable Assets, Defaulted Obligations, Equity Securities, Credit Risk Obligations and Credit Improved Obligations (and, if the Final Maturity Date for all Classes of Secured Notes has occurred, the Collateral Manager may effect the sale of any Collateral Debt Obligation) as permitted under Article 12, and effect acceptances of Offers. If a liquidation of the Collateral under this Article 5 has commenced, the Collateral Manager may complete any sale commitments entered into prior to the commencement of the liquidation.

The proceeds of any such liquidation of the Trust Estate will be distributed on each Accelerated Distribution Date. The Trustee shall give written notice of the retention of the Trust Estate to the Issuer. If the Secured Notes have been declared due and payable pursuant to Section 5.2 hereof or if the Final Maturity Date has occurred, any such retention pursuant to this Section 5.5(a) may be rescinded at any time when the conditions specified in Section 5.5(a)(i) or (ii) exist.

(b) Nothing contained in Section 5.5(a) hereof shall be construed to require the Trustee to preserve the Trust Estate securing the Issuer's obligations under the Secured Notes if prohibited by applicable law.

(c) In determining whether the condition specified in Section 5.5(a)(i) exists, the Trustee shall obtain bid prices with respect to each security contained in the Trust Estate from two Independent nationally recognized dealers in the United States, as selected by the Collateral Manager in writing, at the time making a market in such securities and shall compute the anticipated proceeds of sale or liquidation on the basis of the lower of such bid prices for each such security. In addition, for the purposes of determining issues relating to the execution of a sale or liquidation of the Pledged Obligations and the execution of a sale or other liquidation thereof in connection with a determination whether the condition specified in Section 5.5(a)(i) exists, the Trustee may retain and rely on an opinion of an Independent investment banking firm of national reputation in the United States.

The Trustee shall deliver to the Noteholders and each Hedge Counterparty (with a copy to the Collateral Manager) a report stating the results of any determination required



pursuant to Section 5.5(a)(i) no later than ten (10) days after making such determination but in any case after such sale. The Trustee shall make the determinations required by Section 5.5(a)(i) at the request of a Majority of the Controlling Class at any time during which the Trustee retains the Trust Estate pursuant to Section 5.5(a). In the case of each calculation made by the Trustee pursuant to Section 5.5(a)(i), the Trustee shall obtain a letter of an Independent certified public accountant of national standing in the United States re-calculating and comparing the accuracy of the computations of the Trustee.

#### 5.6 Trustee May File Proofs of Claim.

In case there shall be pending Proceedings relative to the Issuer, the Co-Issuer or any other obligor upon the Notes under the Bankruptcy Law or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Issuer, the Co-Issuer or their respective property or such other obligor or its property or in case of any other comparable Proceedings relative to the Issuer, the Co-Issuer or such other obligor or in case of any voluntary dissolution, liquidation or winding-up of the Issuer, the Co-Issuer or such other obligor, regardless of whether the principal of any Secured Notes shall then be due and payable as therein expressed or by declaration or otherwise and regardless of whether the Trustee shall have made any demand pursuant to the provisions of Section 5.3 hereof, the Trustee shall be entitled and empowered, by intervention in such Proceedings or otherwise, as provided in the last paragraph of this Section 5.6:

(a) to file and prove a claim or claims for the whole amount of principal and interest owing and unpaid in respect of the Secured Notes and to file such other papers or documents and take such other action, including participating as a member, voting or otherwise, of any committee of creditors, as may be necessary or advisable in order to have the claims of the Trustee (including any claim for reasonable compensation to the Trustee and each predecessor Trustee and their respective agents, attorneys and counsel and for reimbursement of all reasonable expenses and liabilities incurred and all advances made by the Trustee and each predecessor Trustee or any Noteholder except as a result of negligence or bad faith) and of the Noteholders allowed in any Proceedings relative to the Issuer, the Co-Issuer or other obligor upon the Notes or to the creditors or property of the Issuer, the Co-Issuer or such other obligor;

(b) unless prohibited by applicable law and regulations, to vote on behalf of the Holders of the Notes in any election of a trustee or a standby trustee in arrangement, reorganization, liquidation or other bankruptcy or insolvency Proceedings or Person performing similar functions in comparable Proceedings; and

(c) to collect and receive any Money or other property payable to or deliverable on any such claims and distribute, in accordance with Section 5.8 hereof, all amounts received with respect to the claims of the Noteholders and the Trustee on their behalf; and any trustee, receiver, liquidator, custodian or other similar official is hereby authorized by each of the Noteholders to make payments to the Trustee and, in the event that the Trustee shall consent to the making of payments directly to the Secured Noteholders, to pay to the Trustee such amounts as shall be sufficient to cover reasonable compensation to the Trustee, each predecessor Trustee and their respective agents, attorneys and counsel and all other reasonable expenses and liabilities

incurred, and all advances made, by the Trustee and each predecessor Trustee or any Noteholder except as a result of negligence or bad faith.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or vote for or accept or adopt on behalf of any Secured Noteholder any plan of reorganization, arrangement, adjustment or compromise affecting the Secured Notes or the rights of any Holder thereof or to authorize the Trustee to vote in respect of the claim of any Secured Noteholder in any such Proceeding except, as aforesaid, to vote for the election of a trustee in bankruptcy or similar Person or to participate as a member of any committee of creditors.

In any Proceedings brought by the Trustee on behalf of the Noteholders the Trustee shall be held to represent all the Holders of the Notes subject to the provisions of this Indenture, and it shall not be necessary to make any Holders of the Notes parties to any such Proceedings.

#### 5.7 Trustee May Enforce Claims Without Possession of Notes.

All rights of action and claims under this Indenture or the Notes may be prosecuted and enforced by the Trustee without the possession of any of the Notes or the production thereof in any Proceeding relating thereto, and any such Proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall be applied as set forth in Section 5.8 hereof.

#### 5.8 Application of Money Collected.

If an Enforcement Event shall have occurred and is continuing, any Money collected by the Trustee (including all collections from, and proceeds of the sale or liquidation of, the Trust Estate or as otherwise expressly provided herein, but excluding Collateral Principal Collections required to be deposited and retained in the Loan Funding Account as described in Section 10.2(d) hereof), subject to Section 5.3, shall be applied at the date or dates fixed by the Trustee (each, an "Accelerated Distribution Date") and in the following order (the "Priority of Payments"), upon surrender of Notes in the case of any Class of Notes the Aggregate Principal Amount of which is to be paid in full:

(1) to the payment of amounts set forth in clauses (i), (ii), (iii) and (vii) of the Interest Priority of Payments (in that order of priority);

(2) to pay ~~pro rata (based on amounts due) (i) Periodic Interest on the Class X Notes (and any Defaulted Interest thereon) until paid in full and (ii)~~ Periodic Interest on the Class A-1-R Notes (and any Defaulted Interest thereon) until paid in full;

(3) to pay ~~pro rata (based on Aggregate Principal Amount) (i) principal of the Class X Notes until paid in full and (ii)~~ principal of the Class A-1-R Notes until paid in full;

(4) to pay Periodic Interest on the Class A-2-R Notes (and any Defaulted Interest thereon) until paid in full;

(5) to pay principal of the Class ~~B~~A-2-R Notes until paid in full;

(6) to pay Periodic Interest on the Class B Notes (and any Defaulted Interest thereon) until paid in full;

(57) to pay principal of the Class B Notes until paid in full;

(68) to pay Periodic Interest on the Class C Notes (including any Class C Cumulative Periodic Rate Shortfall Amount) and any Defaulted Interest thereon until paid in full;

(79) to pay principal of the Class C Notes until paid in full;

(810) to pay ~~pro rata (based on amounts due): (i) Periodic Interest on the Class D-1 Notes (including any Class D-1 Cumulative Periodic Rate Shortfall Amount) and any Defaulted Interest thereon until paid in full and (ii) Periodic Interest on the Class D-2 Notes (including any Class D-2 Cumulative Periodic Rate Shortfall Amount) and any Defaulted Interest thereon until paid in full;~~

(911) to pay ~~pro rata (based on Aggregate Principal Amount): (i) principal of the Class D-1 Notes until paid in full and (ii) principal of the Class D-2 Notes until paid in full;~~

(1012) to pay Periodic Interest on the Class E Notes (including any Class E Cumulative Periodic Rate Shortfall Amount) and any Defaulted Interest thereon until paid in full;

(1113) to pay principal of the Class E Notes until paid in full; and

(1214) to pay amounts corresponding to amounts set forth in (A) first, clauses [(xxi), (xxii) and (xxiii)] of the Interest Priority of Payments (in that order), (B) second, clause [(xix)] of the Principal Priority of Payments and (C) third, clauses [(xxv) and (xxvi)] of the Interest Priority of Payments (in that order);

provided that, for the avoidance of doubt, all payments to Holders pursuant to the Priority of Payments will be subject to the Bankruptcy Subordination Agreement.

#### 5.9 Limitation on Suits.

No Holder of any Note shall have any right to institute any Proceedings, judicial or otherwise, with respect to an Event of Default under this Indenture, any other Transaction Document, any of the Notes or any other matter related hereto or thereto or for the appointment of a receiver or trustee, or for any other remedy hereunder or thereunder relating to any such Event of Default, unless:

(a) such Holder has previously given written notice to the Trustee of a continuing Event of Default;

(b) the Noteholders of at least 25% of the Aggregate Principal Amount of the Controlling Class shall have made written request to the Trustee to institute Proceedings in respect of such Event of Default in its own name as Trustee hereunder;

(c) such Holder or Holders have offered to the Trustee security or indemnity reasonably satisfactory to it against the costs, expenses (including reasonable attorneys' fees and expenses) and liabilities to be incurred in compliance with such request;

(d) the Trustee for 30 days after its receipt of such notice, request and offer of indemnity has failed to institute any such Proceedings; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 30-day period by a Majority of the Controlling Class.

It being understood and intended that no one or more Holders of Notes shall have any right in any manner whatever by virtue of, or by availing itself of, any provision of this Indenture, any other Transaction Document or any Note to affect, disturb or prejudice the rights of any other Holders of Notes of the same Class or to obtain or to seek to obtain priority or preference over any other Holders of Notes of the same Class or to enforce any right under this Indenture, any other Transaction Document or any Note, except in the manner herein provided and for the equal and ratable benefit of all the Holders of Notes of the same Class, subject to and in accordance with the Priority of Payments.

#### 5.10 Unconditional Rights of Noteholders to Receive Principal and Interest.

Notwithstanding any other provision in this Indenture, but subject to the provisions of Sections 2.7, 5.4, 5.8, 5.9 and 11.1 hereof, the Holders of the Senior Notes shall have the right, which is absolute and unconditional, to receive the accrued and unpaid interest thereon at the Applicable Periodic Rate and the Aggregate Principal Amount of such Class as such principal and/or interest becomes due and payable in accordance with the Priority of Payments and Section 13.1 hereof. Furthermore, the Holder of any Senior Note shall have the right, which is absolute and unconditional, to (subject to Section 5.4 and Section 5.9 hereof and the proviso to this sentence) institute suit against the Co-Issuers for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder; provided that Holders of Senior Notes ranking junior to Notes still Outstanding shall have no right to institute suit against the Co-Issuers for the enforcement of any such payment until such time as no Notes ranking senior to such Senior Notes remain Outstanding.

Notwithstanding any other provision in this Indenture, but subject to the provisions of Sections 2.7, 5.4, 5.8, 5.9 and 11.1 hereof, the Holder of any Class C Note, Class D Note or Class E shall have the right, which is absolute and unconditional, to receive payment of the principal of such Class C Note, Class D Note or Class E Note or to receive payment of the interest (including any Cumulative Periodic Rate Shortfall Amount) on such Class C Note, Class D Note or Class E Note, as the case may be, as such principal and/or interest becomes due and payable in accordance with Article 13 and the Priority of Payments. Holders of Class C Notes shall have no right to institute Proceedings for the enforcement of any such payment until such time as no ~~Class X Note~~, Class A Note or Class B Note remains Outstanding, which right shall be subject to the provisions of Section 5.4 and Section 5.9 hereof, and shall not be impaired without the consent of any such Holder. Holders of Class D Notes shall have no right to institute Proceedings for the enforcement of any such payment until such time as no ~~Class X Note~~, Class A Note, Class B Note or Class C Note remains Outstanding, which right shall be subject to the

provisions of [Section 5.4 and](#) Section 5.9 hereof, and shall not be impaired without the consent of any such Holder. Holders of Class E Notes shall have no right to institute Proceedings for the enforcement of any such payment until such time as no ~~Class X Note~~, Class A Note, Class B Note, Class C Note or Class D Note remains Outstanding, which right shall be subject to the provisions of [Section 5.4 and](#) Section 5.9 hereof, and shall not be impaired without the consent of any such Holder. For so long as any ~~Class X Note~~, Class A Notes remain Outstanding, the Class B Notes shall not be entitled to any payment on a claim against the Co-Issuers unless there are sufficient funds to make payments on the Class B Notes in accordance with the Priority of Payments. For so long as any ~~Class X Note~~, Class A Notes or Class B Notes remain Outstanding, the Class C Notes shall not be entitled to any payment on a claim against the Co-Issuers unless there are sufficient funds to make payments on the Class C Notes in accordance with the Priority of Payments. For so long as any ~~Class X Note~~, Class A Notes, Class B Notes or Class C Notes remain Outstanding, the Class D Notes shall not be entitled to any payment on a claim against the Co-Issuers unless there are sufficient funds to make payments on the Class D Notes in accordance with the Priority of Payments. For so long as any ~~Class X Note~~, Class A Notes, Class B Notes, Class C Notes or Class D Notes remain Outstanding, the Class E Notes shall not be entitled to any payment on a claim against the Co-Issuers unless there are sufficient funds to make payments on the Class E Notes in accordance with the Priority of Payments.

#### 5.11 Restoration of Rights and Remedies.

If the Trustee or any Noteholder has instituted any Proceeding to enforce any right or remedy under this Indenture and such Proceeding has been discontinued or abandoned for any reason or has been determined adversely to the Trustee or to such Noteholder, then and in every such case the Issuer, the Co-Issuer, the Trustee and the Noteholders shall, subject to any determination in such Proceeding, be restored severally and respectively to their former positions hereunder, and thereafter all rights and remedies of the Trustee and the Noteholders shall continue as though no such Proceeding had been instituted.

#### 5.12 Rights and Remedies Cumulative.

No right or remedy herein conferred upon or reserved to the Trustee or to the Holders of the Notes is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or (subject to the terms hereof) now or hereafter existing by law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall (subject to the terms hereof) not prevent the concurrent assertion or employment of any other appropriate right or remedy.

#### 5.13 Delay or Omission Not Waiver.

No delay or omission of the Trustee or of any Holder of any Note to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article 5 or by law to the Trustee or to the Noteholders may be exercised

from time to time, and as often as may be deemed expedient, by the Trustee or by the Noteholders, as the case may be.

#### 5.14 Control by a Majority of the Controlling Class.

Notwithstanding any other provision of this Indenture, a Majority of the Controlling Class shall have the right following the occurrence, and during the continuance of an Event of Default (a) to cause the institution of and direct the time, method and place of conducting any Proceeding for any remedy available to the Trustee or (b) subject to Section 6.3(e) hereof, to direct the Trustee with respect to its exercise of any right, remedy, trust or power conferred on the Trustee; provided that:

(a) such direction shall not be in conflict with any rule of law or with any express provision of this Indenture (including any provision hereof which expressly provides for a greater percentage of, or an additional Class of, Noteholders to effect an action hereunder and any provision providing express personal protection to the Trustee or a limitation on the liability of the Issuer as set forth herein) and

(b) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction; provided, however, that, subject to Section 6.1 hereof, the Trustee need not take any action that it reasonably determines might involve it in liability unless the Trustee has received security or indemnity against such liability reasonably satisfactory to it, and during the continuance of an Event of Default that has not been cured, the Trustee shall, prior to the receipt of directions, if any, from a Majority of the Controlling Class and any other relevant Noteholders, exercise such of the rights and powers expressly vested in it by this Indenture and use the same degree of care and skill in its exercise, with respect to such Event of Default, as is required by Section 6.1(b) hereof.

#### 5.15 Waiver of Past Defaults.

(a) Prior to the time a judgment or decree for payment of the Money due has been obtained by the Trustee, a Majority of the Controlling Class may on behalf of the Holders of all the Secured Notes waive any past Default and its consequences, except a Default:

(i) in the payment of the principal of or interest (including any Cumulative Periodic Rate Shortfall Amount) on any Secured Note (which may be waived solely by 100% of the Holders of each affected Class),

(ii) in respect of a covenant or provision hereof that under Section 8.2(a) hereof cannot be modified or amended without the consent of the Holder of each Outstanding Note affected, or

(iii) of the kind described in ~~Section~~Sections 5.1(g) and (h).

(b) In the case of any such waiver, the Issuer, the Co-Issuer, the Trustee and the Holders of the Notes shall be restored to their former positions and rights hereunder, respectively, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereto. Upon such waiver, such Default shall cease to exist, and

any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture, but no such waiver shall extend to any subsequent or other Default or impair any right consequent thereon. The Trustee shall promptly give written notice of such waiver to the Collateral Manager and each of the Rating Agencies.

#### 5.16 Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Note by his acceptance thereof shall be deemed to have agreed, that any court may in its discretion require, in any suit for the enforcement of any right or remedy under this Indenture or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant, but the provisions of this Section 5.16 shall not apply to any suit instituted by the Trustee, to any suit instituted by any Noteholder or group of Noteholders holding in the aggregate more than 10% in Aggregate Principal Amount of the Secured Notes or to any suit instituted by any Noteholder for the enforcement of the payment of the principal of or interest (including any Cumulative Periodic Rate Shortfall Amount) on any Secured Note on or after the Stated Maturity Date for such Note [\(or, in the case of redemption, on or after the applicable Redemption Date\)](#).

#### 5.17 Waiver of Stay or Execution Laws.

Each of the Co-Issuers covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or execution law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of or the exercise of any remedies under this Indenture, and each of the Co-Issuers (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee or any Noteholder but will suffer and permit the execution of every such power as though no such law had been enacted.

#### 5.18 Sale of Trust Estate.

(a) The power to effect any sale (a "Sale") of any portion of the Trust Estate pursuant to Section 5.4 and Section 5.5 hereof shall not be exhausted by any one or more Sales as to any portion of such Trust Estate remaining unsold but shall continue unimpaired until the entire Trust Estate securing the Secured Notes shall have been sold or all amounts payable on the Secured Notes under this Indenture with respect thereto shall have been paid. The Trustee shall, upon direction of a Majority of the Controlling Class, from time to time postpone any Sale by public announcement made at the time and place of such Sale. The Trustee hereby expressly waives its right to any amount fixed by law as compensation for any Sale; provided that the Trustee and the Collateral Manager shall be authorized to deduct in accordance with the priorities in Section 5.8 the reasonable costs, charges and expenses incurred by it (including any fees and expenses incurred in obtaining an opinion under Section 5.5(c) hereof) in connection with such Sale from the proceeds thereof notwithstanding the provisions of Section 6.7 hereof.

(b) The Trustee may bid for and acquire any portion of the Trust Estate in connection with a Sale thereof to the extent not prohibited by applicable law and may pay all or part of the purchase price by crediting against amounts owing on the Notes held by the Trustee or other amounts owed to the Trustee (including any fees and expenses incurred in obtaining an opinion under Section 5.5(c) hereof) secured by the Trust Estate all or part of the net proceeds of such Sale. The Notes need not be produced in order to complete any such Sale or in order for the net proceeds of such Sale to be credited against amounts owing on the Notes. The Trustee may hold, lease, operate, manage or otherwise deal with any property so acquired in any manner permitted by law in accordance with this Indenture.

(c) If any portion of the Trust Estate consists of securities issued without registration under the Securities Act ("Unregistered Securities"), the Trustee may seek an Opinion of Counsel or, if no such Opinion of Counsel can be obtained and with the consent of a Majority of the Controlling Class, seek a no-action position from the Securities and Exchange Commission or any other relevant federal or state regulatory authorities regarding the legality of a public or private sale of such Unregistered Securities, the cost of which in each case shall be reimbursable to the Trustee.

(d) The Trustee shall execute and deliver an appropriate instrument of conveyance transferring its interest in any portion of the Trust Estate in connection with a Sale thereof (without recourse, representation or warranty). In addition, the Trustee is hereby irrevocably appointed the agent and attorney-in-fact of the Issuer to transfer and convey its interest in any portion of the Trust Estate in connection with a Sale thereof and to take all action necessary to effect such Sale. No purchaser or transferee at such a Sale shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any Money.

(e) Holders of Notes may bid for and acquire any portion of the Trust Estate in connection with a Sale thereof.

#### 5.19 Action on Notes.

The Trustee's right to seek and recover judgment on the Notes or under this Indenture shall not be affected by the seeking or obtaining of or application for any other relief under or with respect to this Indenture. Neither the lien of this Indenture nor any rights or remedies of the Trustee or the Noteholders shall be impaired by the recovery of any judgment by the Trustee against the Issuer or the Co-Issuer or by the levy of any execution under such judgment upon any portion of the Trust Estate or upon any of the assets of the Issuer and the Co-Issuer.

## 6. THE TRUSTEE

### 6.1 Certain Duties and Responsibilities of the Trustee.

(a) Except during the continuance of an Event of Default:



(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; provided, however, that, in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they substantially conform on their face to the requirements of this Indenture and shall promptly, but in any event within three (3) Business Days in the case of an Officer's Certificate furnished by the Collateral Manager, notify the party delivering the same if such certificate or opinion does not so conform. If a corrected certificate or opinion shall not have been delivered to the Trustee within fifteen (15) Business Days after such notice from the Trustee, the Trustee shall so notify the Noteholders and the Issuer.

(b) In case an Event of Default of which a Responsible Officer of the Trustee has actual knowledge has occurred and is continuing, the Trustee shall, prior to the receipt of directions, if any, from a Majority of the Controlling Class, exercise such of the rights and powers vested in it by this Indenture and use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of its own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act or its own willful misconduct, except that:

(i) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proven that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of a Majority of the Controlling Class (or Holders with such larger percentage, or other Class, as may be required by the terms hereof) relating to the time, method and place of conducting any Proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture;

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or incur any financial liability in the performance of any of its duties hereunder or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not

reasonably assured to it, unless such risk or liability relates to its ordinary services to be performed under this Indenture, including the mailing of notices;

(v) the Trustee shall not be liable to the Noteholders for any action taken or omitted by it at the direction of the Issuer, the Collateral Manager and/or a Majority of the Controlling Class (or Holders with such larger percentage, or other Class, as may be required by the terms hereof) under circumstances in which such direction is required or permitted by the terms of this Indenture; and

(vi) anything in this Indenture to the contrary notwithstanding, in no event shall the Trustee or the Bank in its capacities as a Paying Agent, the Calculation Agent, the Transfer Agent, the Custodian, the Note Registrar or the Collateral Administrator be liable under or in connection with this Indenture for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Trustee, the Paying Agent, the Calculation Agent, the Transfer Agent, the Custodian, the Note Registrar or the Collateral Administrator, as applicable, has been advised of the possibility thereof and regardless of the form of action in which such damages are sought.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct of or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Section 6.1 and Section 6.3 hereof.

(e) The Trustee will provide to the Issuer or the Collateral Manager a complete list of Holders (and Certifying Holders who have provided to the Trustee a beneficial holder certificate for any purpose) and participants holding interests in the Notes, at any time upon five Business Days' prior written notice to the Trustee. At the direction of the Issuer or the Collateral Manager, the Trustee will request a list of participants holding interests in the Notes from one or more book-entry depositories and provide such list to the Issuer or Collateral Manager, respectively (at the cost of the Issuer, as Administrative Expenses, to the extent funds are available to pay the related expense). Upon the request of any Holder or Certifying Holder, the Trustee shall provide an electronic copy of this Indenture, the Collateral Management Agreement, the Collateral Administration Agreement, any outstanding Hedge Agreements and any agreements referenced as a supplement to this Indenture that is in the possession of, or reasonably available to, the Trustee.

## 6.2 Notice of Default.

Promptly (and in no event later than three (3) Business Days) after the occurrence of any Default or Event of Default known to a Responsible Officer of the Trustee or after any declaration of acceleration has been made by or delivered to the Trustee pursuant to Section 5.2 hereof, the Trustee shall transmit by overnight courier on behalf of the Issuer to the Issuer, the Collateral Manager, each Hedge Counterparty, the Rating Agencies and, for so long as any Notes are listed on ~~the Irish Stock Exchange~~ Euronext Dublin and so long as the guidelines of such exchange so require, ~~the Irish Stock Exchange~~ Euronext Dublin and by first-class mail or in another reasonable manner on behalf of the Issuer to all Holders of Notes as their names and addresses appear on the Note Register (unless a Noteholder has delivered notice of another

address to the Trustee in the form of Exhibit D attached hereto), notice of all Defaults or Events of Default hereunder known to such Responsible Officer (unless such Default or Event of Default shall have been cured or waived, in which case notice of the Event of Default and that it has been cured or waived shall be promptly provided to the Collateral Manager and each of the Rating Agencies) or notice of any declaration of acceleration made by or delivered to the Trustee.

### 6.3 Certain Rights of Trustee.

Except as otherwise provided in Section 6.1 hereof:

(a) the Trustee may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or document (including the Note Valuation Report) believed by it to be genuine and to have been signed or presented by the proper party or parties;

(b) any request or direction of the Collateral Manager or the Issuer mentioned herein shall be sufficiently evidenced by a Collateral Manager Request or Collateral Manager Order or an Issuer Request or Issuer Order, as the context may require;

(c) whenever in the administration of this Indenture the Trustee shall (i) deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon an Officer's Certificate or (ii) be required to determine the value of any Collateral or funds hereunder or the cash flows projected to be received therefrom, the Trustee may, in the absence of bad faith on its part and unless other evidences be herein specifically prescribed, conclusively rely on reports of nationally recognized accounting firms or other Persons qualified to provide the information required to make such determination, including nationally recognized dealers in securities of the type being valued and securities quotation services;

(d) as a condition to the taking or omitting of any action by it hereunder, the Trustee may consult with counsel and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken or omitted by it hereunder in good faith and in reliance thereon and the Trustee may employ or retain such accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of determining and discharging its rights and duties hereunder;

(e) the Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture or to honor the request or direction of any of the Noteholders pursuant to this Indenture unless such Noteholders shall have offered to the Trustee security or indemnity reasonably satisfactory to it against all costs, expenses (including reasonable attorneys' fees) and liabilities which might reasonably be incurred by it in compliance with such request or direction;

(f) the Trustee shall not be bound to make any investigation into the facts, matters or accuracy of any mathematical calculations stated in any resolution, certificate,

statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note or other paper or documents, but the Trustee, in its discretion, may and, upon written direction of a Supermajority of the Controlling Class, shall make such further inquiry or investigation into such facts or matters as it may see fit or as it shall be directed, and the Trustee shall be entitled, on reasonable prior request (which request shall include a statement of the purpose therefor) made in advance to the Issuer and the Collateral Manager, to examine the books and records of the Issuer and the Collateral Manager relating to the Trust Estate, personally or by agent or attorney, during the Issuer's or the Collateral Manager's normal business hours at the sole expense of the Issuer, and the Trustee shall incur no liability or additional liability of any kind by reason of such inquiry or investigation; provided that the Trustee shall, and shall cause its agents to, hold in confidence all such information, except (i) to the extent disclosure may be required by law or by any regulatory, governmental or administrative authority or (ii) as otherwise required pursuant to this Indenture; provided, further, that the Trustee may disclose on a confidential basis any such information to its agents, attorneys and auditors retained by the Trustee in connection with the performance of its responsibilities hereunder (so long as such agents, attorneys and auditors have agreed, or are under an obligation, to maintain such information on a confidential basis);

(g) the Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Trustee shall not be responsible for any misconduct or negligence on the part of any non-affiliated agent appointed or non-affiliated attorney appointed, with due care by it hereunder;

(h) to the extent permitted by applicable law, the Trustee shall not be required to give any bond or surety in respect of the execution of this Indenture or otherwise;

(i) the Trustee shall not be deemed to have notice or knowledge of any matter (other than the occurrence of an Event of Default described in Sections 5.1(a), 5.1(b) or 5.1(c)) unless a Responsible Officer within the Corporate Trust Office has actual knowledge thereof or unless written notice thereof is received by the Trustee at the Corporate Trust Office and such notice references the Notes generally, the Issuer or this Indenture. Whenever reference is made in this Indenture to a Default or an Event of Default such reference shall, insofar as determining any liability on the part of the Trustee is concerned, be construed to refer only to a Default or an Event of Default of which the Trustee is deemed to have notice or knowledge in accordance with this paragraph;

(j) the permissive right of the Trustee to take or refrain from taking any actions enumerated in this Indenture shall not be construed as a duty;

(k) the Trustee shall not be liable for any action it takes or omits to take in good faith that it reasonably and, after the occurrence and during the continuance of a Default (subject to Section 6.1(b)), prudently believes to be authorized or within its discretion, rights or powers hereunder;

(l) the rights, privileges, protections and benefits given to the Trustee, including its rights to be indemnified, are extended on the same terms to, and shall be enforceable by, the Trustee in each of its capacities hereunder and to each agent, custodian and other Persons employed by the Trustee with due care to act hereunder;

(m) the Trustee shall not be responsible or liable for the actions or omissions of, or any inaccuracies in the records of, any non-Affiliated Securities Intermediary, Clearing Agency, the Depository, Euroclear or Clearstream;

(n) the Trustee shall not be liable for the actions or omissions of the Collateral Manager except to the extent attributable to the Trustee's own negligent actions or inactions; and without limiting the foregoing, the Trustee shall not be under any obligation to monitor, evaluate or verify compliance by the Collateral Manager with the terms hereof or the Collateral Management Agreement, or to verify or independently determine the accuracy of information received by it from the Collateral Manager with respect to the Collateral Debt Obligations;

(o) to the extent any defined term hereunder or any calculation required to be made or determined by the Trustee hereunder is dependent upon or defined by reference to U.S. generally accepted accounting principles, the Trustee shall be entitled to request and receive (and conclusively rely upon) instruction from the Issuer or the accountants appointed under Section 10.6 (and, in the absence of its receipt of timely instruction therefrom, shall be entitled to obtain the same directly from an Independent accountant at the expense of the Issuer) as to the application of U.S. generally accepted accounting principles in such connection in any instance;

(p) the Trustee shall not be liable for the acts or omissions of any other Person related to compliance with the Rule 17g-5 Procedures in accordance with and to the extent set forth in Section 14.4(d);

(q) the Trustee shall not be responsible for delays or failures in performance resulting from circumstances beyond its control;

(r) notwithstanding any term hereof to the contrary, the Trustee shall be under no obligation in connection with the Grant by the Issuer to the Trustee of any item constituting the Trust Estate or otherwise, or in that regard to examine any Collateral, in order to determine compliance with applicable requirements of and restrictions on transfer of any Collateral;

(s) in making or disposing of any investment permitted by this Indenture, the Trustee is authorized to deal with itself (in its individual capacity) or with any one or more of its Affiliates, whether it or such Affiliate is acting as a subagent of the Trustee or for any third person or dealing as principal for its own account. If otherwise qualified, obligations of the Bank or any of its Affiliates shall qualify as Eligible Investments hereunder;

(t) the Trustee or its Affiliates are permitted to receive additional compensation that could be deemed to be in the Trustee's economic self-interest for (i) serving as investment adviser, administrator, shareholder, servicing agent, custodian or sub-custodian with respect to certain of the Eligible Investments, (ii) using Affiliates to effect transactions in certain Eligible Investments and (iii) effecting transactions in certain Eligible Investments; provided that such compensation is not payable or reimbursable under Section 6.7;

(u) in the event that the Bank is also acting in the capacity of Paying Agent, Transfer Agent, Custodian, Calculation Agent, Note Registrar, Information Agent or Securities Intermediary, the rights, protections, immunities and indemnities afforded to the Trustee pursuant to this Article 6 shall also be afforded to the Bank acting in such capacities;

(v) the rights, protections, immunities and indemnities afforded to the Trustee pursuant to this Article 6 shall also be afforded to the Collateral Administrator and Custodian; provided that such rights, protections, benefits, immunities and indemnities shall be in addition to any rights, immunities and indemnities provided in the Account Control Agreement, the Collateral Administration Agreement or any other documents to which the Bank in such capacity is a party; and

(w) neither the Trustee nor the Collateral Administrator shall have any obligation to determine: (a) if a Collateral Debt Obligation meets the criteria specified in the definition of "Collateral Debt Obligation," (b) if the Collateral Manager has not provided it with the information necessary for making such determination, whether the conditions specified in the definition of "Delivered" have been complied with or (c) whether a Tax Event has occurred.

In order to comply with laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including those relating to the funding of terrorist activities and money laundering ("Applicable Law"), the Trustee is required to obtain, verify and record certain information relating to individuals and entities which maintain a business relationship with the Trustee. Accordingly, each of the parties to this Indenture agrees to provide to the Trustee upon its request from time to time such identifying information and documentation as may be available for such party in order to enable the Trustee to comply with Applicable Law.

#### 6.4 Not Responsible for Recitals or Issuance of Notes.

The recitals contained herein and in the Notes, other than the Certificate of Authentication thereon, shall be taken as the statements of the Applicable Issuers, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representation as to the validity or sufficiency of this Indenture (except as may be made with respect to the validity of the Trustee's obligations hereunder), of the Trust Estate or of the Notes. The Trustee shall not be accountable for the use or application by the Co-Issuers of Notes or the proceeds thereof.

#### 6.5 May Hold Notes.

(a) The Bank or any other Person that becomes Trustee hereunder, in its individual or any other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Issuer or any Affiliate thereof.

(b) The Trustee and its Affiliates may invest in for their own account obligations or securities that would be appropriate for inclusion in the assets as Collateral, and the Trustee in making those investments has no duty to act in a way that is favorable to the Issuer or the Holders of the Notes. The Trustee's Affiliates currently serve, and may in the future serve, as investment advisor for other issuers of collateralized debt obligations.

(c) The Trustee and its Affiliates are permitted to receive additional compensation that could be deemed to be in the Trustee's economic self-interest for (i) serving as investment advisor, administrator, shareholder, servicing agent, custodian or sub-custodian with respect to certain Eligible Investments, (ii) using Affiliates to effect transactions in certain Eligible Investments and (iii) effecting transactions in certain Eligible Investments. Such compensation shall not be an amount that is reimbursable or payable pursuant to this Indenture.

#### 6.6 Money Held in Trust.

Money held by the Trustee in trust hereunder need not be segregated from other funds held by the Trustee except to the extent required herein or required by law and shall be held in trust to the extent required herein, including income or other gain actually received by the Trustee on Eligible Investments. Except as provided in the foregoing sentence, the Trustee shall be under no liability for interest or earnings on any Money received by it hereunder except as otherwise agreed upon with the Issuer and except to the extent of income or other gain on investments which are deposits in or certificates of deposit of the Trustee in its commercial capacity.

#### 6.7 Compensation and Reimbursement.

(a) The Issuer agrees:

(i) to pay the Trustee on each Payment Date the Trustee Fee (which fee shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(ii) except as otherwise expressly provided herein, to reimburse the Trustee in a timely manner upon its request for all reasonable expenses, disbursements and advances incurred or made by the Trustee in accordance with any provision of this Indenture or any other Transaction Document or in the enforcement of any provision hereof (including securities transaction charges and the reasonable compensation and expenses incurred by the Trustee, including in respect of any legal counsel, investment banking firm or accounting firm employed by the Trustee pursuant to this Indenture and disbursements of its agents and counsel, except any such expense, disbursement or advance as may be attributable to its negligence, willful misconduct or bad faith) and expenses related to the maintenance and administration of the Collateral (including the fees and expenses of any co-trustee appointed under Section 6.20 hereof);

(iii) to reimburse the Trustee for its payment of the fees of any accounting firm or investment banking firm employed by the Trustee to perform the accounting or appraisals required pursuant to Article 5 or Section 10.6 hereof;

(iv) to indemnify the Trustee, its directors, officers, employees and agents for, and to hold each of them harmless against, any loss, liability or expense (including reasonable counsel fees and expenses) incurred without negligence, willful misconduct or bad faith arising out of or in connection with the acceptance or administration of this trust, including the costs and expenses of defense against any claim or liability in connection

with the exercise or performance of any of their powers or duties hereunder or any other Transaction Document; and

(v) to pay the Trustee reasonable additional compensation together with its expenses (including reasonable counsel fees) for any collection action taken pursuant to Section 6.12 hereof.

(b) The amounts payable to the Trustee pursuant to subsection 6.7(a) above shall be paid in accordance with the Priority of Payments.

(c) If, on any date when a fee or expense shall be payable to the Trustee pursuant to this Indenture, insufficient funds are available for the payment thereof in accordance with the Priority of Payments, any portion of a fee or expense not so paid shall be deferred and payable on such later date on which a fee or expense shall be payable (without interest) and sufficient funds are available therefor, and the failure to pay such amount will not, by itself, constitute an Event of Default.

#### 6.8 Corporate Trustee Required; Eligibility.

There shall at all times be a Trustee hereunder ~~which shall be a corporation organized and doing business under the laws of the United States of America or of any state, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least U.S.\$200,000,000, having a credit rating of "Baa1" or better by Moody's, and which satisfies the Fitch Eligible Counterparty Rating and is subject to supervision or examination by federal or state authority.~~ that is an Eligible Institution. If such corporation or association publishes reports of condition at least annually, pursuant to law or to the requirements of ~~the aforesaid~~ supervising or examining authority, then, for the purposes of this Section ~~6.8.8~~, the combined capital and surplus of such corporation or association shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section 6.8, it shall give notice thereof to Fitch, the Collateral Manager and each Noteholder and resign immediately in the manner and with the effect hereinafter specified in this Article 6; unless, with the consent of the Issuer and the Collateral Manager, the Global Rating Condition is satisfied with respect to the Trustee's continued appointment as Trustee hereunder.

#### 6.9 Resignation and Removal of Trustee; Appointment of Successor.

(a) No resignation or removal of the Trustee pursuant to this Article 6 shall become effective until the acceptance of appointment by the successor Trustee under Section 6.10 hereof. The indemnifications in favor of the Trustee in Section 6.7 hereof shall survive any resignation or removal (to the extent of any indemnified liabilities, costs, expenses and other amounts arising or incurred prior to, or arising out of actions or omissions occurring prior to, such resignation or removal).

(b) The Trustee may resign at any time by giving thirty (30) days prior written notice thereof to the Issuer, the Noteholders, the Rating Agencies, each Hedge



Counterparty and the Collateral Manager. Upon receiving such notice of resignation, the Issuer shall promptly appoint a successor Trustee by written instrument, in duplicate, executed by an Authorized Officer of the Issuer, one original copy of which shall be delivered to the Trustee so resigning and one original copy to the successor Trustee, together with a copy to each Noteholder and the Collateral Manager; provided that such successor Trustee shall be appointed only upon the written consent of a Supermajority of the Controlling Class. If no successor Trustee shall have been appointed and an instrument of acceptance by a successor Trustee shall not have been delivered to the resigning Trustee within 30 days after the giving of such notice of resignation, the resigning Trustee or any Holder of a Note, on behalf of itself and all others similarly situated, may petition any court of competent jurisdiction for the appointment of a successor Trustee.

(c) The Trustee may be removed at any time by a Supermajority of the Controlling Class.

(d) If at any time: (i) the Trustee shall cease to be eligible under Section 6.8 hereof and shall fail to resign after written request therefor by the Issuer or by a Supermajority of the Controlling Class, (ii) the Trustee shall become incapable of acting, (iii) a court having jurisdiction in the premises in respect of the Trustee in an involuntary case or proceeding under federal or state banking or bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law shall have entered a decree or order granting relief or appointing a receiver, liquidator, assignee, custodian, trustee, conservator or sequestrator (or similar official) for the Trustee or for any substantial part of the Trustee's property or ordering the winding-up or liquidation of the Trustee's affairs; provided any such decree or order shall have continued unstayed and in effect for a period of sixty (60) consecutive days or (iv) the Trustee commences a voluntary case under any federal or state banking or bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law or consents to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, conservator or sequestrator (or other similar official) for the Trustee or for any substantial part of the Trustee's property or makes any assignment for the benefit of its creditors or fails generally to pay its debts as such debts become due or takes any corporate action in furtherance of any of the foregoing, then, in any such case, (A) the Issuer, by Issuer Order, may, subject to the written direction of a Supermajority of the Controlling Class, remove the Trustee, and the Trustee hereby agrees to resign immediately in the manner and with the effect provided in this Section 6.9, or (B) any Noteholder may, on behalf of itself and all others similarly situated, petition any court of competent jurisdiction for the removal of the Trustee and the appointment of a successor Trustee.

(e) If the Trustee shall resign, be removed or become incapable of acting or if a vacancy shall occur in the office of the Trustee for any reason, the Issuer, by Issuer Order, shall promptly appoint a successor Trustee. If the Issuer shall fail to appoint a successor Trustee within thirty (30) days after such resignation, removal or incapability or the occurrence of such vacancy, a successor Trustee may be appointed by a Supermajority of the Controlling Class by a written instrument delivered to the Issuer and the retiring Trustee. The successor Trustee so appointed shall, forthwith upon its acceptance of such appointment, become the successor Trustee and supersede any successor Trustee proposed by the Issuer. If no successor Trustee shall have been so appointed by the Issuer or a Supermajority of the Controlling Class and shall have accepted appointment in the manner hereinafter provided within sixty (60) days

after such resignation, removal, incapacity or vacancy, the Trustee or any Noteholder, on behalf of itself and all others similarly situated, may petition any court of competent jurisdiction for the appointment of a successor Trustee meeting the standards set forth in Section 6.8 hereof.

(f) The Co-Issuers shall give prompt notice of each resignation and each removal of the Trustee and each appointment of a successor Trustee by ~~mailing~~ ~~delivering~~ written notice of such event ~~by first class mail, postage prepaid~~, to the Rating Agencies, to the Collateral Manager, each Hedge Counterparty and to the Holders of the Notes as their names and addresses appear in the Note Register. Each notice of the appointment of the successor Trustee shall include the name of the successor Trustee and the address of its Corporate Trust Office.

#### 6.10 Acceptance of Appointment by Successor Trustee.

Every successor Trustee appointed hereunder shall be required to meet the eligibility requirements set forth in Section 6.8 hereof and shall execute, acknowledge and deliver to the Co-Issuers and the retiring Trustee an instrument accepting such appointment, and thereupon the resignation or removal of the retiring Trustee shall become effective, and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts, duties and obligations of the retiring Trustee, but, on request of the Co-Issuers, the successor Trustee or a Supermajority of the Controlling Class, such retiring Trustee shall, upon payment of its fees and expenses then unpaid, execute and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and Money held by such retiring Trustee hereunder. Upon request of any such successor Trustee, the Issuer shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers and trusts.

Upon acceptance of appointment by a successor Trustee as provided in this Section 6.10, the Co-Issuers shall ~~mail~~ ~~deliver~~ notice thereof ~~by first class mail, postage prepaid~~, to the Holders of the Notes at their last addresses appearing upon the Note Register and to the Rating Agencies. If the Co-Issuers fail to mail such notice within ten (10) Business Days after acceptance of appointment by the successor Trustee, the successor Trustee shall cause such notice to be mailed at the expense of the Co-Issuers.

#### 6.11 Merger, Conversion, Consolidation or Succession to Business of Trustee.

Any corporation into which the Trustee may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be a party or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee (a "Change of Control") shall be the successor of the Trustee hereunder (provided such corporation shall be otherwise qualified and eligible under this Article 6) without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any of the Notes have been authenticated, but not delivered, by the Trustee then in office, any successor by merger, conversion or consolidation to such authenticating Trustee may adopt such authentication and deliver the Notes so authenticated with the same effect as if such successor Trustee had itself authenticated such Notes. The

Trustee shall give written notice of any Change of Control to the Co-Issuers, the Collateral Manager and the Rating Agencies.

6.12 Certain Duties of Trustee Related to Delayed Payment of Proceeds.

If in any month the Trustee shall not have received a payment with respect to any Pledged Obligation on its Due Date, (a) the Trustee shall promptly notify the Issuer and the Collateral Manager in writing and (b) unless within three (3) Business Days after such notice such payment shall have been received by the Trustee or unless the Issuer, in its absolute discretion, shall have made provision for such payment satisfactory to the Trustee or unless otherwise directed by the Collateral Manager in connection with any Pledged Obligation as to which the Collateral Manager is taking action under the Collateral Management Agreement, the Trustee shall request the issuer or obligor of such Pledged Obligation, the trustee under the related Underlying Instrument or the paying agent designated by either of them, as the case may be, to make such payment as soon as practicable after such request but in no event later than three (3) Business Days after the date of such request. If such payment is not made within such time period, the Trustee, subject to the provisions of clause (iv) of Section 6.1(c) hereof, shall take such action as the Collateral Manager shall direct in writing. Any such action shall be without prejudice to any right to claim a Default or Event of Default under this Indenture. In the event that the Issuer or the Collateral Manager requests a release of a Pledged Obligation and/or delivers a Substitute Collateral Debt Obligation in connection with any such action under the Collateral Management Agreement, such release and/or substitution shall be subject to Section 10.3 and Article 12 of this Indenture, as the case may be. Notwithstanding any other provision hereof, the Trustee shall deliver to the Issuer or its designee any payment with respect to any Pledged Obligation received after the Due Date thereof to the extent the Issuer previously made provisions for such payment satisfactory to the Trustee in accordance with this Section 6.12 and such payment shall not be deemed part of the Trust Estate.

6.13 [Reserved]

6.14 Withholding.

If any withholding tax is imposed on the Issuer's payment under the Notes or with respect to any Holder or beneficial owner, such tax shall reduce the amount of such payment otherwise distributable to such Holder. The Paying Agent is hereby authorized and directed to retain from amounts otherwise distributable to any Holder sufficient funds for the payment of any tax that is legally owed or required to be withheld by the Issuer, including in connection with FATCA, (but such authorization shall not prevent the Paying Agent from contesting (or obligate the Paying Agent to contest) any such tax in appropriate proceedings and withholding payment of such tax, if permitted by law, pending the outcome of such proceedings) and to remit such amounts to the appropriate taxing authority. The amount of any withholding tax imposed with respect to any Holder or beneficial owner shall be treated as Cash distributed to such Holder at the time it is withheld by the Trustee. If there is a possibility that withholding tax is payable with respect to a distribution, the Paying Agent may in its sole discretion withhold such amounts in accordance with this Section 6.14. If any Holder wishes to apply for a refund of any such withholding tax, the Trustee shall reasonably cooperate with such Holder by providing readily available information so long as such Holder agrees to reimburse the Trustee for any

out-of-pocket expenses incurred. Failure of a Holder or beneficial owner of a Note to provide the Trustee or the Paying Agent and the Issuer with appropriate tax certificates or other requested information may result in amounts being withheld from the payment to such Holder. Nothing herein shall impose an obligation on the part of the Trustee to determine the amount of any tax or withholding obligation on the part of the Issuer or in respect of the Notes. Amounts withheld pursuant to applicable tax laws or agreements with taxing authorities shall be considered as having been paid by the Applicable Issuer as provided in Section 7.1.

6.15 Fiduciary For Secured Noteholders Only; Agent For Each Other Secured Party and the Holders of the Subordinated Fee Notes and the Subordinated Notes.

With respect to the security interests created hereunder, the Delivery of any item of Collateral to the Trustee is to the Trustee as representative of the Secured Noteholders and agent for the other Secured Parties and the Holders of the Subordinated Fee Notes and the Subordinated Notes; in furtherance of the foregoing, the possession by the Trustee of any item of Collateral and the endorsement to or registration in the name of the Trustee of any item of Collateral (including, without limitation, as Entitlement Holder and customer of the Custodial Account) are all undertaken by the Trustee in its capacity as representative of the Secured Noteholders and agent for the other Secured Parties and the Holders of the Subordinated Fee Notes and the Subordinated Notes. Nothing contained in this Section 6.15 shall modify any express obligation of the Trustee hereunder.

6.16 Authenticating Agents.

Upon the request of the Applicable Issuers, the Trustee shall, and if the Trustee so chooses the Trustee may, appoint one or more Authenticating Agents with power to act on its behalf and subject to its direction in the authentication of Notes in connection with issuance, transfers and exchanges under Sections 2.4, 2.5, 2.6 and 8.5 hereof, as fully and to all intents and purposes as though each such Authenticating Agent had been expressly authorized by such Sections to authenticate such Notes. For all purposes of this Indenture, the authentication of Notes by an Authenticating Agent pursuant to this Section 6.16 shall be deemed to be the authentication of Notes "by the Trustee."

Any corporation into which any Authenticating Agent may be merged or converted or with which it may be consolidated or any corporation resulting from any merger, consolidation or conversion to which any Authenticating Agent shall be a party or any corporation succeeding to the corporate trust business of any Authenticating Agent shall be the successor of such Authenticating Agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto or such Authenticating Agent or such successor corporation.

Any Authenticating Agent may at any time resign by giving written notice of resignation to the Trustee and the Issuer. The Trustee may at any time terminate the agency of any Authenticating Agent by giving written notice of termination to such Authenticating Agent and the Co-Issuers. Upon receiving such notice of resignation or upon such a termination, the Trustee shall promptly appoint a successor Authenticating Agent and shall give written notice of such appointment to the Co-Issuers.

The Issuer agrees to pay to each Authenticating Agent from time to time reasonable compensation for its services and reimbursement for its reasonable expenses relating thereto as an Administrative Expense. The provisions of Sections 2.8, 6.4 and 6.5 hereof shall be applicable to any Authenticating Agent.

6.17 Assignment of Rights; Not Assumption of Duties.

Anything herein contained to the contrary notwithstanding, (a) each of the Co-Issuers shall remain liable under this Indenture and each of the documents contemplated herein and related hereto to which it is a party to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Indenture had not been executed, (b) the exercise by the Trustee or any Noteholder or Noteholders of any of their rights, remedies or powers hereunder shall not release the Co-Issuers from any of their duties or obligations under each of such documents to which they are parties and (c) none of the Noteholders or the Trustee shall have any obligation or liability under any of such documents to which one or both of the Co-Issuers are parties by reason of or arising out of this Indenture, and none of the Noteholders or the Trustee shall be obligated to perform any of the obligations or duties of the Co-Issuers thereunder or, except as expressly provided herein with respect to the Trustee, to take any action to collect or enforce any claim for payment assigned hereunder or otherwise.

6.18 Limitation on Duty of Trustee in Respect of the Trust Estate.

The Trustee shall not be responsible for the existence, genuineness or value of any of the Trust Estate or (except as expressly set forth herein and to the extent such action or omission constitutes negligence, bad faith or willful misconduct on the part of the Trustee) for the validity, perfection, priority or enforceability of the liens in any of the Trust Estate, for the validity or sufficiency of the Trust Estate or any agreement or assignment contained therein, for the validity of the title of the Issuer to the Trust Estate, for insuring the Trust Estate or for the payment of taxes, charges, assessments or liens upon the Trust Estate.

6.19 Representations and Warranties of The Bank.

The Bank hereby represents and warrants to the Issuer and the Co-Issuer, as of the date hereof, that:

(a) The Bank has been duly organized and is validly existing as a banking association under the laws of the United States and has the power to conduct its business and affairs as a trustee.

(b) The Bank has the corporate power and authority to perform the duties and obligations of Trustee and Paying Agent under this Indenture. The Bank has taken all necessary corporate action to authorize the execution, delivery and performance of this Indenture and all of the documents required to be executed by the Bank pursuant hereto. This Indenture has been duly executed and delivered by the Bank. Upon execution and delivery by the Co-Issuers, this Indenture will constitute the legal, valid and binding obligation of the Bank enforceable in accordance with its terms except as may be limited by bankruptcy, insolvency,

reorganization, moratorium or similar laws relating to creditors' rights generally and by general principles of equity.

(c) The Bank is eligible under Section 6.8 to serve as Trustee hereunder.

(d) Neither the execution, delivery and performance of this Indenture nor the consummation of the transactions contemplated by this Indenture (i) is prohibited by, or requires the Bank to obtain any consent, authorization, approval or registration under, any law, statute, rule, regulation, judgment, order, writ, injunction or decree that is binding upon the Bank or (ii) will violate any provision of, result in any default or acceleration of any obligations under, or require any consent not obtained under, any agreement to which the Bank is a party, in each case which would have a material adverse effect on the performance by the Bank of its duties hereunder or (iii) will result in the creation or imposition of any lien on the Trust Estate other than the lien of this Indenture.

(e) (A) There are no proceedings pending or, to the best knowledge of the Bank, threatened against the Bank before any Federal, state or other court or other tribunal, foreign or domestic, that could be reasonably expected to have a material adverse effect on the Collateral or any action taken or to be taken by the Bank under this Indenture.

(B) To the best knowledge of the Bank, there are no proceedings pending or threatened against the Bank before any Federal, state or other governmental agency, authority, administrator or regulatory body or arbitrator, foreign or domestic, that could be reasonably expected to have a material adverse effect on the Collateral or any action taken or to be taken by the Bank under this Indenture.

#### 6.20 Co-Trustees.

(a) At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any part of the Trust Estate may at the time be located, the Co-Issuers and the Trustee shall have power to appoint one or more Persons to act as co-trustee (provided that the Global Rating Condition is satisfied with respect such appointment), jointly with the Trustee, of all or any part of the Trust Estate, with the power to file such proofs of claim and take such other actions pursuant to Section 5.6 hereof and to make such claims and enforce such rights of action on behalf of the Noteholders, as such Noteholders themselves may have the right to do, subject to the other provisions of this Section 6.20.

(b) The Co-Issuers shall join with the Trustee in the execution, delivery and performance of all instruments and agreements necessary or proper to appoint a co-trustee. If the Co-Issuers do not join in such appointment within 15 days after the receipt by them of a request to do so, the Trustee shall have the power to make such appointment.

(c) Should any written instrument from the Co-Issuers be required by any co-trustee so appointed, more fully confirming to such co-trustee such property, title, right or power, any and all such instruments shall, on request, be executed, acknowledged and delivered by the Co-Issuers. The Co-Issuers agree to pay (but only from and to the extent of the Trust

Estate), to the extent funds are available therefor under the Priority of Payments, for any reasonable fees and expenses in connection with such appointment.

(d) Every co-trustee shall, to the extent permitted by law, but to such extent only, be appointed subject to the following terms:

(i) the Notes shall be authenticated and delivered and all rights, powers, duties and obligations hereunder in respect of the custody of securities, Cash and other personal property held by, or required to be deposited or pledged with, the Trustee hereunder, shall be exercised solely by the Trustee;

(ii) the rights, powers, duties and obligations hereby conferred or imposed upon the Trustee in respect of any property covered by the appointment of a co-trustee shall be conferred or imposed upon and exercised or performed by the Trustee or by the Trustee and such co-trustee jointly as shall be provided in the instrument appointing such co-trustee;

(iii) the Trustee at any time, by an instrument in writing executed by it, with the concurrence of the Co-Issuers evidenced by an Issuer Order, may accept the resignation of or remove any co-trustee appointed under this Section 6.20, and in case an Event of Default has occurred and is continuing, the Trustee shall have the power to accept the resignation of, or remove, any such co-trustee without the concurrence of the Co-Issuers. A successor to any co-trustee so resigned or removed may be appointed in the manner provided in this Section 6.20;

(iv) no co-trustee hereunder shall be personally liable by reason of any act or omission of the Trustee hereunder;

(v) the Trustee shall not be liable by reason of any act or omission of a co-trustee; and

(vi) any act of Noteholders delivered to the Trustee shall be deemed to have been delivered to each co-trustee.

## 7. REPRESENTATIONS AND COVENANTS

### 7.1 Payment of Principal and Interest.

The Co-Issuers will duly and punctually pay the principal of and interest on the Co-Issued Notes and all other amounts payable on or in respect of the Co-Issued Notes in accordance with the terms of the Co-Issued Notes and this Indenture pursuant to the Priority of Payments. The Issuer, to the extent funds are available pursuant to the Priority of Payments, will duly and punctually make all required distributions on the Subordinated Notes in accordance with the terms of the Subordinated Notes and this Indenture.

The Issuer shall, subject to the Priority of Payments, reimburse the Co-Issuer for any amounts paid by the Co-Issuer pursuant to the terms of the Co-Issued Notes and this

Indenture. The Co-Issuer shall not reimburse the Issuer for any amounts paid by the ~~Co-Issuers~~ Issuer pursuant to the terms of the Notes or this Indenture.

Amounts properly withheld under the Code or other applicable law (including in connection with FATCA) by any Person from a payment to any Noteholder shall be considered as having been paid by the Applicable Issuers to such Noteholder for all purposes of this Indenture.

7.2 [Reserved]

7.3 Maintenance of Office or Agency.

The Co-Issuers hereby appoint the Trustee as a Paying Agent for the payment of principal of and interest and other amounts on the Notes, and notices and demands to or upon the Issuer in respect of the Notes and this Indenture may be delivered at the Corporate Trust Office. The Trustee will always maintain an office or agency where Notes may be presented or surrendered for payment.

The Trustee will give prompt written notice to the Co-Issuers, the Collateral Manager, each Hedge Counterparty and the Noteholders of any change in the location of any such agent. If at any time the Trustee shall fail to maintain any such office or agency, presentations and surrenders may be made or served at the Corporate Trust Office.

7.4 Money for Payments To Be Held in Trust.

All payments of amounts due and payable with respect to any Notes that are to be made from amounts withdrawn from the Collection Account shall be made on behalf of the Applicable Issuers by the Trustee or a Paying Agent.

When the Applicable Issuers shall have a Paying Agent that is not also the Note Registrar, it or they, as applicable, shall furnish, or cause the Note Registrar to furnish, no later than the fifth calendar day after each Record Date, a list, if necessary, in such form as such Paying Agent may reasonably request, of the names and addresses of the Holders and of the certificate numbers of individual Notes held by each such Holder.

Whenever the Applicable Issuers shall have a Paying Agent other than the Trustee, it or they, as applicable, shall, on or before the Business Day next preceding each Payment Date or Redemption Date, as the case may be, direct the Trustee to deposit on such date with such Paying Agent, if necessary, an aggregate sum sufficient to pay the amounts then becoming due (to the extent funds are then available for such purpose in the Collection Account), such sum to be held in trust for the benefit of the Persons entitled thereto and (unless such Paying Agent is the Trustee) the Applicable Issuers shall promptly notify the Trustee of its action or failure so to act. Any Money deposited with a Paying Agent (other than the Trustee) in excess of an amount sufficient to pay the amounts then becoming due on the Notes with respect to which such deposit was made shall be paid over by such Paying Agent to the Trustee for application in accordance with Article 10 hereof.



The initial Paying Agent shall be as set forth in Section 7.3 hereof. Any additional or successor Paying Agents shall be appointed by Issuer Order with written notice thereof to the Trustee; provided that, so long as any of the Secured Notes are rated, either (i) any additional or successor Paying Agent for the Notes shall have a long-term debt rating of "Aa2" or higher or a short-term debt rating of "P-1" by Moody's and a long-term debt rating of "A" or higher by Fitch or a short-term debt rating of "F1" or higher by Fitch or (ii) a Global Rating Condition shall have been satisfied with respect to such successor Paying Agent. In the event that such successor Paying Agent ceases to have a long-term debt rating of "Aa2" or higher or a short-term debt rating of "P-1" by Moody's and a long-term debt rating of "A" or higher by Fitch or a short-term debt rating of "F1" or higher by Fitch and a Global Rating Condition is not satisfied with respect to such successor Paying Agent, the Co-Issuers shall, within thirty (30) Business Days, remove such Paying Agent and appoint a successor Paying Agent. The Co-Issuers shall not appoint any Paying Agent (other than the initial Paying Agent) that is not, at the time of such appointment, a depository institution or trust company subject to supervision and examination by federal and/or state and/or national banking authorities; provided, further, that no paying agent shall be appointed in a jurisdiction that subjects payments on the Notes to withholding tax. The Co-Issuers shall cause each Paying Agent other than the Trustee to execute and deliver to the Trustee an instrument in which such Paying Agent shall agree with the Trustee (and, if the Trustee acts as Paying Agent, it hereby so agrees), subject to the provisions of this Section 7.4, that such Paying Agent will:

(a) allocate all sums received for payment to the Holders of Notes for which it acts as Paying Agent on each Payment Date and Redemption Date among such Holders in the proportion specified in the Note Valuation Report or Redemption Date statement, as the case may be, in each case to the extent permitted by applicable law;

(b) hold all sums held by it for the payment of amounts due with respect to the Notes in trust for the benefit of the Persons entitled thereto until such sums shall be paid to such Persons or otherwise disposed of as herein provided and pay such sums to such Persons as herein provided;

(c) if such Paying Agent is not the Trustee, immediately resign as a Paying Agent and forthwith pay to the Trustee all sums held by it in trust for the payment of Notes if at any time it ceases to meet the standards set forth above required to be satisfied by a Paying Agent at the time of its appointment;

(d) if such Paying Agent is not the Trustee, immediately give the Trustee notice of any Default by the Issuer or the Co-Issuer (or any other obligor upon the Notes) in the making of any payment required to be made; and

(e) if such Paying Agent is not the Trustee, at any time during the continuance of any such Default, upon the written request of the Trustee, forthwith pay to the Trustee all sums so held in trust by such Paying Agent.

The Issuer and the Co-Issuer, if applicable, may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Issuer Order direct any Paying Agent to pay, to the Trustee all sums held in trust by the Issuer

and the Co-Issuer, if applicable, or such Paying Agent, such sums to be held by the Trustee upon the same trusts as those upon which such sums were held by the Issuer and the Co-Issuer, if applicable, or such Paying Agent; and, upon such payment by any Paying Agent to the Trustee, such Paying Agent shall be released from all further liability with respect to such Money.

Except as otherwise required by applicable law, any Money deposited with the Trustee or any Paying Agent in trust for any payment on any Note and remaining unclaimed for two years after such amount has become due and payable shall be paid to the Co-Issuers on Issuer Request and the Holder of such Note shall thereafter, as an unsecured general creditor, look only to the Applicable Issuers for payment of such amounts, and all liability of the Trustee or such Paying Agent with respect to such trust Money (but only to the extent of the amounts so paid to the Co-Issuers) shall thereupon cease. The Trustee or such Paying Agent, before being required to make any such release of payment, may, but shall not be required to, adopt and employ, at the expense of the Applicable Issuers, any reasonable means of notification of such release of payment, including, but not limited to, mailing notice of such release to Holders whose Notes have been called but have not been surrendered for redemption or whose right to or interest in Money due and payable but not claimed is determinable from the records of any Paying Agent, at the last address of record of each such Holder.

#### 7.5 Existence of Co-Issuers; Permitted Subsidiaries.

(a) To the maximum extent permitted by applicable law, the Issuer shall not, for so long as there are any Notes Outstanding, file or consent to the filing of, any petition, either voluntarily or involuntarily, to take advantage of any applicable insolvency, bankruptcy, liquidation or reorganization statute, or make an assignment for the benefit of any of its creditors and each of the Co-Issuers will (to the extent it is able so to do) maintain in full force and effect its existence, rights and franchises as a company or corporation organized under the laws of the jurisdiction of its organization and will obtain and preserve its qualification to do business as a foreign corporation in each jurisdiction in which such qualification is or shall be necessary to protect the validity and enforceability of this Indenture, the Notes or any of the Pledged Obligations or other property included in the Trust Estate; provided, however, that the Issuer and the Co-Issuer each shall be entitled at the direction of a Supermajority of the Subordinated Notes to change its jurisdiction of incorporation from the Cayman Islands and Delaware, respectively, to any other jurisdiction reasonably selected by the Issuer (or by a Supermajority of the Subordinated Notes) so long as (i) such change is not disadvantageous in any material respect to the Noteholders, (ii) thirty (30) days' prior written notice of such change shall have been given by the Issuer to the Trustee and by the Trustee to the Noteholders, the Collateral Manager, each Hedge Counterparty and the Rating Agencies, (iii) the Trustee shall not have received written notice from a Supermajority of the Controlling Class objecting to such change, (iv) the Global Rating Condition is satisfied with respect to such change, and (v) the Trustee shall have been provided with an Opinion of Counsel relating to tax matters to the effect that the change in jurisdiction will not cause a Tax Event or the imposition of any taxes, fees, assessments or other similar charges on the Issuer or the Co-Issuer in an aggregate amount in any Due Period in excess of U.S.\$1,000,000 to occur and an Opinion of Counsel relating to perfection matters to the effect that the Trustee will continue to have a perfected first priority security interest in the Trust Estate (subject only to Permitted Liens). Each of the Co-Issuers shall comply with its charter documents and shall not amend its charter documents in any manner

that would have a material adverse effect on the rights of the Noteholders of any Class. The Board of Directors of the Issuer will at all times have at least one member who is Independent of the Collateral Manager, and the Co-Issuer will at all times have at least one manager who is Independent of the Collateral Manager.

(b) The Issuer and the Co-Issuer shall ensure that all corporate or other formalities regarding their respective existences (including, to the extent required, holding regular meetings of the board of directors, shareholders, members or other similar meetings) are followed. Neither the Issuer nor the Co-Issuer shall take any action, or conduct its affairs in a manner, that is likely to result in its separate existence being ignored or in its assets and liabilities being substantively consolidated with any other Person in a bankruptcy, reorganization or other insolvency proceeding. Without limiting the foregoing, (i) the Issuer shall not have any subsidiaries (other than the Co-Issuer and any Permitted Subsidiary), (ii) the Co-Issuer shall not have any subsidiaries, (iii) neither the Issuer nor the Co-Issuer shall conduct business under any assumed name and (iv) the Issuer and the Co-Issuer shall not (A) have any employees (other than ~~their respective directors and the President, Secretary and Treasurer~~ directors, in the case of the Issuer, and managers, in the case of the Co-Issuer), (B) engage in any transaction with any shareholder or member that would constitute a conflict of interest (provided that none of the Administration Agreement, the AML Services Agreement, the Registered Office Agreement, the Collateral Management Agreement or the transactions relating to the offering and sale of the Subordinated Notes shall be deemed to be such a transaction that would constitute a conflict of interest), (C) commingle any funds or assets of other entities with those of the Issuer or the Co-Issuer, respectively, (D) maintain its accounts, books, records, accounting records and other entity documents together with those of any other person or entity or (E) pay any distribution on the Subordinated Notes except in accordance with the Priority of Payments. Each of the Issuer and the Co-Issuer shall take all actions reasonably necessary to correct any known misunderstanding regarding its separate existence.

(c) The Issuer shall ensure that any Permitted Subsidiary:

(i) will comply with subclauses (B), (C) and (D) of Section 7.5(b)(iv) and will have at least one independent director or manager;

(ii) will not sell, transfer, exchange or otherwise dispose of, or pledge, mortgage or otherwise encumber (or permit such to occur or suffer such to exist), any part of its assets, except in compliance with the Issuer's rights and obligations under this Indenture and with such Permitted Subsidiary's constituent documents;

(iii) will not have any subsidiaries;

(iv) will not conduct business under any name other than its own and will not have any employees (other than directors to the extent they are employees);

(v) will not incur or guarantee any indebtedness;

(vi) will promptly distribute 100% of the proceeds of the assets acquired by it (net of applicable taxes and reasonable administrative expenses payable by such

Permitted Subsidiary) to the Issuer (by deposit to the Collection Account, and the Collateral Manager, on behalf of the Issuer, will designate any amounts credited pursuant to this subclause (vi) as Collateral Principal Collections);

(vii) will not obtain title to real property or obtain a controlling interest in an entity that owns real property; and

(viii) will, prior to the Final Maturity Date, sell or otherwise liquidate any Tax Sensitive Collateral Obligations held by such Permitted Subsidiary and distribute the proceeds thereof to the Issuer.

(d) The Issuer shall take all necessary steps to perfect the Trustee's security interest in the Issuer's equity interests in any Permitted Subsidiary.

(e) The Issuer shall pay all fees, costs and expenses associated with the establishment of any Permitted Subsidiary, and contribute to any Permitted Subsidiary amounts sufficient to allow the Permitted Subsidiary to pay all fees, costs and expenses associated with the existence and operations of such Permitted Subsidiary (which fees, costs and expenses shall be considered Administrative Expenses of the Co-Issuers for purposes of this Indenture and accordingly, shall be subject to the Expense Cap).

(f) Each Permitted Subsidiary shall establish a segregated non-interest bearing securities account to hold any Tax Sensitive Collateral Obligations and any proceeds therefrom.

(g) The parties hereto agree that any reports prepared by the Trustee or Collateral Administrator with respect to the Tax Sensitive Collateral Obligations held by the Issuer through a Permitted Subsidiary shall refer to the related securities held by any Permitted Subsidiary (and shall not refer to the equity interests of any Permitted Subsidiary).

(h) Notwithstanding anything contained in this Indenture to the contrary, the Issuer may cause any Tax Sensitive Collateral Obligation or the Issuer's interest therein to be transferred to a Permitted Subsidiary.

(i) The Issuer shall promptly provide notice to each Rating Agency upon the creation of a Permitted Subsidiary.

(j) Neither the Issuer, the Co-Issuer nor the Trustee shall cause or join in the filing of a petition in bankruptcy against any Permitted Subsidiary for any reason until the expiration of the period which is one year (or such longer preference period as may be in effect) and one day after the date of payment in full of all the Notes issued under this Indenture, provided, however, that nothing herein shall be deemed to prohibit the Issuer, the Co-Issuer or the Trustee from filing proofs of claim in any proceeding voluntarily filed or commenced by such Permitted Subsidiary or any involuntary proceeding filed or commenced by a Person other than the Issuer, the Co-Issuer or the Trustee.

(k) The Issuer shall not cause or join in the filing of a petition in bankruptcy against the Co-Issuer for any reason until the expiration of the period which is one year (or such

longer preference period as may be in effect) and one day after the date of payment in full of all the Secured Notes issued under this Indenture, provided, however, that nothing herein shall be deemed to prohibit the Issuer from filing proofs of claim in any proceeding voluntarily filed or commenced by the Co-Issuer or any involuntary proceeding filed or commenced by a Person other than the Co-Issuer.

(l) The Co-Issuer shall not cause or join in the filing of a petition in bankruptcy against the Issuer for any reason until the expiration of the period which is one year (or such longer preference period as may be in effect) and one day after the date of payment in full of all the Secured Notes issued under this Indenture, provided, however, that nothing herein shall be deemed to prohibit the Issuer from filing proofs of claim in any proceeding voluntarily filed or commenced by the Issuer or any involuntary proceeding filed or commenced by a Person other than the Issuer.

~~(m) — Prior to the transfer of any Tax Sensitive Collateral Obligation to a Permitted Subsidiary, the Issuer shall have been furnished an opinion of counsel addressed to the Issuer stating that the creation of such Permitted Subsidiary, the transfer and sale of Tax Sensitive Collateral Obligations to such Permitted Subsidiary from the Issuer and the receipt of income from such Permitted Subsidiary will not (I) cause the Issuer to be treated as engaged in a U.S. trade or business or otherwise to be subject to U.S. federal income tax on its net income, (II) cause the Secured Notes to be treated as exchanged for modified debt obligations for purposes of section 1.1001-3 of the U.S. Treasury Regulations or (III) alter the characterization of the Secured Notes as debt for U.S. federal income tax purposes.~~

## 7.6 Protection of Collateral.

(a) The Issuer shall, or shall cause the Collateral Manager to, from time to time execute, deliver and file all such supplements and amendments hereto and all such financing statements, continuation statements, instruments of further assurance and other instruments and shall take such other action as may be necessary or advisable to secure the rights and remedies of the Secured Noteholders hereunder and to:

- (i) Grant more effectively all or any portion of the Trust Estate;
- (ii) maintain or preserve the lien (and the priorities thereof) of this Indenture or carry out more effectively the purposes hereof;
- (iii) perfect, publish notice of or protect the validity of any Grant made or to be made by this Indenture (including any and all actions necessary or desirable as a result of changes in law or regulation);
- (iv) enforce any of the Pledged Obligations or other instruments or property included in the Trust Estate;
- (v) preserve and defend title to the Trust Estate and the respective rights therein of the Trustee and the Holders of the Secured Notes in such Trust Estate and of the Trustee against the claims of all other Persons; and

(vi) pay any and all taxes levied or assessed upon all or any part of the Trust Estate.

The Issuer hereby designates the Trustee its agent and attorney-in-fact to execute any financing statement, continuation statement or other instrument provided to it required pursuant to this Section 7.6, but the Trustee shall be under no obligation whatsoever to prepare or file any such financing statement, continuation statement or other instrument or to make any other filing under the UCC. The Issuer hereby authorizes the filing of UCC financing statements listing as collateral therein "all assets" of the Issuer, or words of similar effect (regardless of whether any particular asset described in such financing statements falls within the Granting Clause of this Indenture). Not less than 60 calendar days prior to the Business Day immediately preceding the Payment Date in January of each year that an Opinion of Counsel pursuant to Section 7.7(a) is required, the Trustee shall give written notice to the Issuer, the Collateral Manager and the legal counsel who rendered the most recent Opinion of Counsel delivered pursuant to Section 7.7(a) requesting delivery of an Opinion of Counsel no later than such Business Day in accordance with Section 7.7(a), provided that in connection with any such Opinion of Counsel, the Trustee shall have no liability to the Issuer or any other Person (i) for the failure of such legal counsel to deliver any such Opinion of Counsel or (ii) for the Issuer's failure to maintain a perfected security interest over the Collateral.

(b) The Trustee shall not, except in accordance with Section [5.5](#), [Section 10.3](#), Article 12 or any other relevant provision hereof, as applicable, permit the removal of any portion of the Collateral, transfer any such Collateral from the Account to which it is credited or cause or permit any change in the notice, delivery and/or registration made with respect to any general intangible, if after giving effect thereto the jurisdiction governing the perfection of the Trustee's security interest in such Collateral is different from the jurisdiction governing perfection at the time of delivery of the most recent Opinion of Counsel pursuant to Section 7.7 hereof (or, if no Opinion of Counsel has yet been delivered pursuant to Section 7.7, the Opinion of Counsel with respect to perfection delivered at the Closing Date pursuant to Section 3.1(c) hereof), unless the Trustee shall have received an Opinion of Counsel to the effect that the first priority lien and security interest created by this Indenture with respect to such property will continue to be maintained after giving effect to such action or actions.

(c) The Issuer shall pay or cause to be paid taxes, if any, levied on account of the beneficial ownership by the Issuer of any Pledged Obligations.

(d) Without at least thirty (30) days' prior written notice to the Trustee, the Issuer shall not change its name, or the name under which it does business, from the name shown on the signature page hereof.

#### 7.7 Opinions and Other Documentation.

(a) Within the six-month period preceding the fifth anniversary of the Closing Date (and every five (5) years thereafter), the Issuer shall cause to be delivered to the Trustee, the Rating Agencies, each Hedge Counterparty and the Collateral Manager an Opinion of Counsel with respect to the laws of the State of New York stating that, in the opinion of such counsel, as of the date of such opinion, the first priority lien and security interest created by this

Indenture on the Trust Estate remains in effect and that no further action (other than as specified in such opinion) needs to be taken (under the UCC as in effect on such date) for the continued effectiveness and perfection of such lien over the next five (5) year period (which opinion shall be subject to customary assumptions).

(b) [Reserved]

(c) If required to prevent the withholding and imposition of U.S. income tax, the Issuer shall deliver or cause to be delivered United States Internal Revenue Service Form W-8BEN-E (or any successor form) to each issuer of a Pledged Obligation in the Trust Estate at the time such Pledged Obligation is purchased by the Issuer and anytime thereafter when reasonably requested by such issuers.

#### 7.8 Performance of Obligations.

(a) The Co-Issuers shall not take any action, and, where applicable, will not consent to any action proposed to be taken by others, that would release any Person from any of such Person's covenants or obligations under any instrument included in the Trust Estate, except in the case of enforcement action taken with respect to any Defaulted Obligation in accordance with the provisions hereof and actions by the Collateral Manager under the Collateral Management Agreement and as otherwise required hereby.

(b) The Co-Issuers may contract with other Persons, including the Collateral Manager, for the performance by such Persons of the Co-Issuers' obligations hereunder and under the Collateral Management Agreement. Notwithstanding any such arrangement, the Co-Issuers shall remain primarily liable with respect thereto. With respect to any such contract, the performance of such obligations by such Persons shall be deemed to be performance of such obligations by the Applicable Issuer, and the Applicable Issuer will perform punctually, and will use its best efforts to cause such Persons, including the Collateral Manager, to perform punctually, its obligations hereunder and under the Collateral Management Agreement.

#### 7.9 Negative Covenants.

(a) The Issuer shall not and, with respect to clauses (iv), (v)(A), (v)(B), (vi) and (ix) of this Section 7.9(a), the Co-Issuer shall not:

(i) acquire or commit to acquire any Collateral Debt Obligation in a manner contrary to the additional investment restrictions set forth in Exhibit H hereto;

(ii) sell, assign, transfer, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (or permit such to occur or suffer such to exist), any part of the Trust Estate, except as expressly permitted by this Indenture and the Collateral Management Agreement;

(iii) operate or hold assets so as to be subject to U.S. federal income taxes on its net income except that the Issuer may hold Equity Securities, Exchanged

Equity Securities and Defaulted Obligations pending their sale in accordance with Section 12.1 of this Indenture;

(iv) claim any credit on, or make any deduction from, or dispute the enforceability of, any amount payable with respect to the Notes, other than amounts withheld pursuant to Section 6.14 hereof;

(v) (A) incur or assume any indebtedness other than pursuant to this Indenture and the other Transaction Documents related to the issuance of the Notes (and any additional notes issued hereunder) and management of the Trust Estate, (B) incur, assume or guarantee the indebtedness of any Person or (C) issue any additional shares other than the Ordinary Shares authorized to be issued pursuant to its organizational documents;

(vi) (A) permit the validity or effectiveness of this Indenture or any Grant hereunder to be impaired in any material respect or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged or permit any Person to be released from any covenants or obligations with respect to this Indenture or the Notes, except, in each case, as may be expressly permitted hereby or thereby, (B) create, permit or suffer to exist any lien, charge, adverse claim, security interest, mortgage or other encumbrance (other than the lien of this Indenture) to be created on or extend to or otherwise arise upon or burden the Trust Estate, any interest therein or the proceeds thereof, except as may be expressly permitted hereby, or (C) take any action that would cause the lien of this Indenture not to constitute a valid first priority perfected security interest in the Trust Estate, except as may be expressly permitted hereby;

(vii) amend the Collateral Management Agreement except in accordance with Article 15 of this Indenture;

(viii) consent to the amendment of any provisions of any Transaction Document relating to non-petition or limited recourse;

(ix) except for any agreements involving the purchase or sale of Collateral Debt Obligations having customary purchase or sale terms and documented with customary loan trading documentation, be a party to any material agreement unless such agreement contains "non-petition" and "limited recourse" provisions; or

(x) take any action that would constitute an abuse of its control of the Co-Issuer.

(b) The Co-Issuer shall not enter into any agreement, contract or indenture other than this Indenture and the other Transaction Documents to which it is a party or in connection with this Indenture and shall not own any security at any time. For purposes of this clause (b), "security" means any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, collateral-trust certificate, preorganization certificate or subscription, transferable share, investment contract, voting-trust certificate, certificate of deposit for a security, fractional undivided interest in oil, gas or other mineral rights, any put, call, straddle, option or privilege on



any security (including a certificate of deposit) or on any group or index of securities (including any interest therein or based on the value thereof) or any put, call, straddle, option or privilege entered into on a national securities exchange relating to foreign currency or, in general, any interest or instrument commonly known as a "security" (for purposes of the Investment Company Act or otherwise) or any certificate of interest or participation in, temporary or interim certificate for, receipt for, guarantee of, or warrant or right to subscribe to or purchase, any of the foregoing.

(c) The Issuer shall not direct the Trustee to, and the Trustee shall not, sell, transfer, exchange or otherwise dispose of, or enter into or engage in any business with respect to, any part of the Trust Estate, except as expressly permitted by this Indenture.

(d) Except as expressly set forth in this Indenture, the Trustee will not participate in the management or control of the Collateral Debt Obligations.

(e) The Issuer shall not, and the Issuer shall not direct the Trustee to, sell, transfer, exchange or otherwise dispose of Collateral, or enter into or engage in any business with respect to any part of the Collateral except as expressly permitted or required by this Indenture and the Collateral Management Agreement.

#### 7.10 Statement as to Compliance.

Not later than one Business Day preceding the Payment Date in July in each calendar year, beginning in 2016, or immediately if there has been a Default under this Indenture and prior to the issuance of any additional notes pursuant to Section 2.16 hereof, the Issuer shall deliver to the Trustee (which shall, in turn, upon receipt deliver to the Rating Agencies or post to the NRSRO Website) an Officer's Certificate of the Issuer, in substantially the form of Exhibit K hereto, stating that, having made reasonable inquiries of the Collateral Manager and to the best of the knowledge, information and belief of the Issuer, there did not exist, as at a date not more than five (5) days prior to the date of the certificate, and there has not existed at any time prior thereto since the date of the last certificate (or, in the case of the first such certificate, the date hereof) any Default or Event of Default hereunder or, if such a Default or Event of Default did then exist or had existed, specifying the same and the nature and status thereof, including actions undertaken to remedy the same, and that the Issuer has complied with all of its obligations under this Indenture or, if such is not the case, specifying those obligations with which it has not complied.

#### 7.11 Co-Issuers May Not Consolidate or Merge.

Without limiting Section 7.5(a) hereof, neither the Issuer nor the Co-Issuer shall consolidate or merge with or into any other Person or transfer or convey all or substantially all of its assets to any other Person, with the exception of sales and exchanges of Pledged Obligations contemplated hereunder.

#### 7.12 No Other Business.

The Issuer shall have no employees (other than its directors ~~and the President, Secretary and Treasurer~~) and shall not engage in any business or activity other than (i) issuance, payment and redemption of the Ordinary Shares, (ii) issuance, payment, redemption, re-pricing

and refinancing of the Secured Notes, (iii) issuance, payment and redemption of the Subordinated Notes, (iv) issuance, payment, redemption, re-pricing and refinancing of any additional notes issued pursuant to this Indenture, (v) acquiring, owning, managing, holding, pledging and selling solely for its own account Collateral Debt Obligations, Eligible Investments, and any other instrument or property included in the Trust Estate as permitted by this Indenture, (vi) the execution and delivery of, and performance under, the Transaction Documents, (vii) owning 100% of the membership interests of the Co-Issuer and, directly or indirectly, the equity interests in any Permitted Subsidiary, (viii) entering into Hedge Agreements and (ix) other activities incidental or necessary to ~~accomplish~~ the foregoing and permitted by this Indenture.

The Co-Issuer shall have no employees and shall not engage in any business or activity other than (i) the co-issuance of the Co-Issued Notes and any additional notes co-issued pursuant to this Indenture, (ii) redemption of its equity capital (if any) and ~~(iii)~~ engaging in any other incidental activities. The Co-Issuer will not have any claim on the Collateral. The Issuer and the Co-Issuer shall amend their organizational documents only if ~~a~~the Global Rating Condition with respect to any Class of Notes then rated by the applicable Rating Agency is satisfied.

The Issuer shall not hold itself out as originating loans, lending funds, making a market in loans or other assets, selling loans or other assets to customers or as willing to enter into, assume, offset, assign or otherwise terminate positions in derivative financial instruments with customers.

7.13 [Reserved]

7.14 Calculation Agent.

(a) The Co-Issuers hereby agree that for so long as any of the Secured Notes remain Outstanding there will at all times be an agent appointed (which does not control, and is not controlled by or under common control with, the Issuer or its Affiliates or the Collateral Manager or its Affiliates) to calculate LIBOR in respect of each Periodic Interest Accrual Period in accordance with the terms of Section 2.11 hereof (the "Calculation Agent"). The Co-Issuers hereby appoint the Bank as Calculation Agent for purposes of determining LIBOR for each Periodic Interest Accrual Period. The Calculation Agent may be removed by the Co-Issuers at any time. If the Calculation Agent is unable or unwilling to act as such or is removed by the Co-Issuers, the Co-Issuers will promptly appoint as a replacement Calculation Agent a leading bank which is engaged in transactions in Eurodollar deposits in the international Eurodollar market and which does not control and is not controlled by or under common control with the Co-Issuers or their Affiliates. The Calculation Agent may not resign its duties without a successor having been duly appointed.

(b) The Calculation Agent hereby agrees that, as soon as possible after 11:00 a.m. (London time) on each LIBOR Determination Date, but in no event later than 11:00 a.m. (London time) on the Business Day immediately following each LIBOR Determination Date, the Calculation Agent will calculate the Applicable Periodic Rate for the next Periodic Interest Accrual Period and the amount of interest for such Periodic Interest Accrual Period payable on the related Payment Date in respect of each U.S.\$1,000,000 principal amount of the

Secured Notes of each Class (rounded to the nearest cent, with half a cent being rounded upward) and will communicate such rates and amounts to the Co-Issuers, the Trustee, each Paying Agent, the Depository, Euroclear, Clearstream and the Collateral Manager. The Calculation Agent will also specify to the Co-Issuers the quotations upon which the Applicable Periodic Rate with respect to each Class of the Secured Notes is based, and in any event the Calculation Agent shall notify the Issuer before 7:00 p.m. (London time) on each LIBOR Determination Date that either: (i) it has determined or is in the process of determining the Applicable Periodic Rate and the applicable amount of Periodic Interest with respect to each Class of the Secured Notes or (ii) it has not determined and is not in the process of determining the Applicable Periodic Rate and the amount of Periodic Interest for such Secured Notes, together with its reasons therefor. In addition, so long as any ~~Secured~~ Notes are listed on ~~the Irish Stock Exchange~~ [Euronext Dublin](#) and the guidelines of the exchange so require, the Calculation Agent will publish or cause to be published such information via ~~the Irish Stock Exchange~~ [Euronext Dublin](#) as soon as possible after its determination.

The determination of the Applicable Periodic Rate and the amount of Periodic Interest with respect to each Class of Secured Notes by the Calculation Agent shall, in the absence of manifest error, be final and binding upon all parties.

#### 7.15 Annual Rating Review; Notice of Rating.

The Issuer shall solicit and pay for ongoing surveillance (including as necessary to satisfy any related requirements pursuant to Rule 17g-5) with respect to each Class of the Notes then rated by Moody's and Fitch; provided that the timeframe for the annual ratings review by Fitch may be determined by Fitch (as notified to the Collateral Manager and the Trustee). The Issuer shall deliver a copy of any such review to the Trustee, and the Trustee shall promptly upon receipt deliver or make available by posting on its website a copy of such review to the Noteholders.

The Applicable Issuers shall give prompt written notice to the Trustee (who shall promptly upon receipt notify the Noteholders in writing), each Hedge Counterparty and the Collateral Manager if at any time the then-current ratings of the Secured Notes have been, or the Applicable Issuers know the then-current ratings of the Secured Notes will be, downgraded or withdrawn.

Any request for rating letters delivered on the Closing Date or for any ongoing rating surveillance shall be made in accordance with the Rule 17g-5 Procedures.

#### 7.16 Process Agent.

Each of the Issuer and the Co-Issuer irrevocably designates and appoints Corporation Service Company, 1180 Avenue of the Americas, Suite 210, New York, NY 10036 as its agent (the "Process Agent") in New York for service of all process. The Process Agent may be served in any legal suit, action or Proceeding arising with respect to this Indenture or the Notes, such service being hereby acknowledged to be effective and binding service in every respect.

## 7.17 Additional Covenants.

(a) Each of the Issuer and the Co-Issuer shall comply with all applicable laws, rules, regulations, orders, writs, judgments, injunctions, decrees, determinations and awards (including any fiscal and accounting rules and regulations and any foreign or domestic law, rule or regulation), including in connection with the issuance, offer and sale of the Notes, to the extent failure to comply would materially adversely affect any of the Issuer, the Co-Issuer, the Trust Estate.

(b) The Co-Issuers shall give prompt notice in writing to the Trustee (who shall promptly forward such notice to the Holders of the Notes), the Collateral Manager, each Hedge Counterparty and the Rating Agencies upon becoming aware of the occurrence of any Default or Event of Default under this Indenture.

(c) Each of the Co-Issuers shall comply with the terms and conditions of this Indenture, the Notes, the Collateral Management Agreement, each Hedge Agreement, the Account Control Agreement, the Purchase Agreement and the Collateral Administration Agreement (collectively, excluding the Notes, the "Transaction Documents") to which it is a party, to the extent failure to comply would materially adversely affect any of the Issuer, the Co-Issuer, the Trust Estate.

(d) To the extent it may lawfully do so, each of the Issuer and the Co-Issuer on behalf of itself agrees it will not: (i) commence any case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign, relating to bankruptcy, insolvency, reorganization or relief of debtors, seeking to have any order for relief entered with respect to it or seeking reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to it or its debts, (ii) seek appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its assets or make a general assignment for the benefit of its creditors or (iii) take any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the acts set forth above; and, to the extent it may lawfully do so, each of the Co-Issuers agrees on behalf of itself that, subject to the Priority of Payments, it will generally pay its debts as they become due and not admit in writing its inability to pay its debts as they become due.

(e) ~~[Reserved]~~ If the Retention Holder Approval Condition is applicable, then the Issuer will notify the Retention Holder of any proposed appointment of a replacement Collateral Manager, other than a replacement Collateral Manager appointed upon the removal for "cause" (as defined in the U.S. Risk Retention Regulations) of the Retention Holder from its previous role as Collateral Manager, and the Issuer will not consent to any such appointment unless it has received the written consent of the Retention Holder; provided that such consent of the Retention Holder may be withheld only if the Retention Holder notifies the Issuer in writing that the Retention Holder has determined in good faith that such appointment (x) would result in non-compliance or a material risk of non-compliance with any risk retention regulation that is then applicable to the Retention Holder or its Affiliates or (y) would impose obligations on, or increase the obligations of, the Retention Holder or its Affiliates in complying with any such risk retention regulation.

(f) Notwithstanding anything to the contrary contained in this Indenture, no party to this Indenture (or the Collateral Manager acting on behalf of the Issuer) shall be required to take any action under this Indenture if such action would violate any applicable law, rule, regulation or court order.

(g) The Issuer shall comply with any applicable requirements of the BSA, including any additional requirements imposed on the Issuer by amendments to the BSA in the USA PATRIOT Act and any applicable regulations promulgated thereunder.

(h) The Collateral Manager on behalf of the Issuer shall within 15 Business Days after the 45th day after the Closing Date report the following information in writing to the Trustee and Moody's, in each case calculated as of the date that is 45 days after the Closing Date (collectively, the "Ramp-Up Reporting"):

- (i) the Aggregate Principal Amount of Initial Collateral Debt Obligations in the Trust Estate;
- (ii) the Weighted Average Spread;
- (iii) the Total Diversity Score; and
- (iv) the Average Debt Rating.

*provided, however*, that if the Ramp-Up Period ends before the 45<sup>th</sup> day after the Closing Date, no Ramp-Up Reporting shall be required.

#### 7.18 Representations and Warranties of the Co-Issuers.

(a) The Issuer represents and warrants as to itself that it is a corporation duly incorporated, validly existing and in good standing under the laws of the Cayman Islands and in each jurisdiction where the conduct of its business requires such license, qualification or good standing, except where the failure to be so licensed or qualified or in good standing would not adversely affect the validity or enforceability of the Transaction Documents to which it is a party or the ability of the Issuer to perform its obligations hereunder or thereunder. The Co-Issuer represents and warrants as to itself that it is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and in each jurisdiction where the conduct of its business requires such license, qualification or good standing, except where the failure to be so licensed or qualified or in good standing would not adversely affect the validity or enforceability of the Transaction Documents to which it is a party or the ability of the Co-Issuer to perform its obligations hereunder or thereunder.

(b) Each of the Co-Issuers represents and warrants as to itself that it has the power and authority to execute and deliver the Transaction Documents to which it is a party and all other documents and agreements contemplated hereby and thereby to which it is a party, as well as to carry out the terms hereof and thereof.

(c) Each of the Co-Issuers represents and warrants as to itself that it has taken all necessary action, including but not limited to all requisite corporate or company action, to authorize the execution, delivery and performance of the Transaction Documents to which it is a party and all other documents and agreements contemplated hereby and thereby to which it is a party. When executed and delivered by such Co-Issuer and, in the case of the Notes, authenticated by the Trustee as provided herein, assuming due authorization, execution, delivery and/or authentication by the other parties to the Transaction Documents, each of the Transaction Documents to which it is a party will constitute the legal, valid and binding obligation of such Co-Issuer enforceable against it in accordance with its terms subject, as to enforcement, to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws now or hereafter in effect affecting the enforcement of creditors rights in general and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(d) Each of the Co-Issuers represents and warrants as to itself that all authorizations, licenses, permits, certificates, franchises, consents, approvals and undertakings which are required to be obtained by it under any applicable law which are material to (i) the conduct of its business, (ii) the ownership, use, operation or maintenance of its properties or (iii) the performance by such Co-Issuer of its obligations under or in connection with the Transaction Documents to which it is a party have been received, and all such authorizations, licenses, permits, certificates, franchises, consents, approvals and undertakings are in full force and effect.

(e) Each of the Co-Issuers represents and warrants as to itself that the execution, issuance and delivery of, and performance by it of its obligations under, the Transaction Documents to which it is a party and any and all instruments or documents required to be executed or delivered pursuant hereto or thereto or in connection herewith or therewith were and are within the powers of such Co-Issuer and will not violate any provision of any law, regulation, decree or governmental authorization applicable to such Co-Issuer or its organizational documents, and will not violate or cause a default under any provision of any contract, agreement, mortgage, indenture or other undertaking to which such Co-Issuer is a party or which is binding upon such Co-Issuer or any of its property or assets and will not result in the imposition or creation of any lien, charge or encumbrance upon any properties or assets of such Co-Issuer pursuant to the provisions of any such contract, agreement, mortgage, indenture or undertaking, other than as specifically set forth herein.

(f) Each of the Co-Issuers represents and warrants as to itself that there are no legal, governmental or regulatory proceedings pending to which it is a party or of which any of its property is the subject, which if determined adversely to such Co-Issuer would individually or in the aggregate have a material adverse effect on the performance by such Co-Issuer of the Transaction Documents to which it is a party or the consummation of the transactions contemplated hereunder or thereunder; and, to the best of its knowledge, no such proceedings are threatened or contemplated.

(g) Each of the Co-Issuers represents and warrants as to itself that the Notes are not required to be registered pursuant to the Securities Act, it is not required to be registered as an investment company pursuant to the Investment Company Act and this Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

7.19 Certain Tax Matters.

(a) Notwithstanding anything to the contrary in this Indenture, in no event may the Issuer (i) engage in any business or activity that would cause the Issuer to be treated as engaged in a U.S. trade or business for U.S. Federal income tax purposes or (ii) acquire or hold any asset that is an equity interest in an entity that is fiscally transparent (other than a grantor trust the underlying assets of which can be held by the Issuer in accordance with this Indenture) or the acquisition or ownership of which otherwise would subject the Issuer to net income tax in any jurisdiction outside the Issuer's jurisdiction of incorporation.

(b) The Issuer will not be required to comply with any calculation and information requirements set forth in Section 5 of the Investmentsteuergesetz (the "German Investment Tax Act") for German tax purposes.

(c) The Issuer and Co-Issuer shall file, or cause to be filed, any tax returns, including information tax returns, required by any governmental authority. However, the Issuer shall not file, or cause to be filed, any income tax return in the United States on the basis that it is engaged in a trade or business within the United States. except with respect to any Permitted Subsidiary ~~or a return required by a tax imposed under Section 881 of the Code (or a return required by FATCA).~~ unless it shall have obtained an Opinion of Counsel prior to such filing that, under the laws of such jurisdiction, the Issuer is required to file such income tax return.

(d) If required to prevent the withholding and imposition of United States income tax on payments made to the Issuer, the Issuer shall deliver or cause to be delivered a United States Internal Revenue Service Form W-8BEN-E or applicable successor form certifying as to the non-U.S. Person status of the Issuer to each issuer or obligor of or counterparty with respect to any Collateral at the time such Collateral is purchased or entered into by the Issuer and thereafter prior to the obsolescence or expiration of such form.

(e) Upon the Trustee's receipt of a written request of a Holder of a Note or a Person certifying that it is an owner of a beneficial interest in a Note for the information described in United States Treasury Regulations section 1.1275-3(b)(1)(i) that is applicable to such Note, the Trustee shall notify the Issuer of such request and the Issuer will cause its Independent accountants to provide promptly to the Trustee and such requesting Holder or owner of a beneficial interest in such Note all of such information. Any additional issuance of additional notes shall be accomplished in a manner that will allow the Independent accountants of the Issuer to accurately calculate original issue discount income to holders of the additional notes.

(f) Upon written request of any Holder of the Class E Notes or Subordinated Notes and at the expense of such Holders, the Issuer shall, to the extent it can reasonably gather such information, provide, or cause the Independent accountants to provide, within 90 days after the end of the Issuer's tax year, to ~~each Holder of the Class E Notes, Subordinated Fee Notes, or Subordinated Notes,~~ such Holders, all information that a U.S. shareholder making a "qualified electing fund" election (as defined in the Code) or a protective "qualified electing fund" election is required to obtain from the Issuer for U.S. federal income tax

purposes, and a "PFIC Annual Information Statement" as described in United States Treasury Regulation Section 1.1295-1(g)(1) (or any successor Treasury Regulation), including all representations and statements required by such statement, and the Issuer will take or cause the accountants to take any other reasonable steps to facilitate such election by a Holder or beneficial owner of such Notes.

(g) The Issuer shall, to the extent it can reasonably gather such information, provide, or cause its Independent accountants to provide, to a Holder of a Subordinated Note (or any other Note that is required to be treated as equity for U.S. federal income tax purposes) upon written request and, upon written request therefor certifying that it is a holder of a beneficial interest in a Subordinated Fee Note or a Subordinated Note (or any other Note that is required to be treated as equity for U.S. federal income tax purposes), to such beneficial owner (or its designee), any information that such Holder or beneficial owner reasonably requests to assist such Holder or beneficial owner with regard to filing requirements that such Holder or beneficial owner is required to satisfy as a result of the controlled foreign corporation rules under the Code.

(h) Notwithstanding any contrary agreement or understanding, the Collateral Manager, the Co-Issuers, the Trustee, the Collateral Administrator and the Holders (including Certifying Holders) and beneficial owners of the Notes (and each of their respective employees, representatives or other agents) may disclose to any and all Persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Indenture and all materials of any kind (including opinions or other tax analyses) that are provided to them relating to such tax treatment and tax structure. The foregoing provision shall apply from the beginning of discussions between the parties. For this purpose, the tax treatment of a transaction is the purported or claimed U.S. tax treatment of the transaction under applicable U.S. federal, state or local law, and the tax structure of a transaction is any fact that may be relevant to understanding the purported or claimed U.S. tax treatment of the transaction under applicable U.S. federal, state or local law.

(i) If the Issuer is aware that it has purchased an interest in a "reportable transaction" within the meaning of Section 6011 of the Code, and a Holder of a Subordinated Fee Note or a Subordinated Note (or any other Note that is required to be treated as equity for U.S. federal income tax purposes) requests in writing information about any such transactions in which the Issuer is an investor, the Issuer shall use reasonable efforts to provide, or cause its Independent accountants to provide, such information it has reasonably available that is required to be obtained by such Holder under the Code as soon as practicable after such request.

(j) It is the intention of the parties hereto and, by its acceptance of a Class E Note, a Subordinated Fee Note or a Subordinated Note, each Noteholder and each beneficial owner of such Note shall be deemed to have agreed not to treat any amounts received in respect of such Note as derived in connection with the Issuer's active conduct of a banking, financing, insurance, or other similar business for purposes of Section 954(h)(2) of the Code.

(k) Upon written request, the Trustee and the Note Registrar shall provide to the Issuer, the Collateral Manager or any agent thereof any information specified by



such parties regarding the Holders of the Notes and payments on the Notes that is reasonably available to the Trustee or the Note Registrar, as the case may be, and may reasonably be necessary for the Issuer to comply with FATCA.

(1) In connection with a Re-Pricing or a supplemental indenture pursuant to Section 8.1(a)(xxxv), the Issuer will cause its Independent accountants to comply with any requirements under Treasury Regulation Section 1.1273-2(f)(9) (or any successor provision), including, (i) determining whether Notes of the Re-Priced Class, Notes that are subject to the supplemental indenture pursuant to Section 8.1(a)(xxxv) or Notes replacing the Re-Priced Class are traded on an established market, (ii) if so traded, to cause its Independent certified public accountants to determine the fair market value of such Notes, and (iii) to make available such fair market value determination to holders in a commercially reasonable fashion, including by electronic publication, within 90 days of the date that the new Notes are issued.

#### 7.20 Maintenance of Listing.

So long as any of the Notes remain Outstanding, the Co-Issuers shall use all reasonable efforts to maintain the listing of such Notes (other than ~~the Class X Notes and~~ the Subordinated Fee Notes) on ~~the Irish Stock Exchange~~ Euronext Dublin, for trading on ~~its~~ the Global Exchange Market.

#### 7.21 Section 3(c)(7) Procedures.

(a) Section 3(c)(7) Reminder Notices. The Issuer shall send to the Noteholders a Section 3(c)(7) Reminder Notice at the times required under Sections 10.5(a) and 10.5(b). Without limiting the foregoing, the Issuer shall send a copy of each report referred to in Section 10.5(b) to the Depository, with a request that the Depository forward each such report to the relevant Depository participants for further delivery to beneficial owners of interests in the Global Notes.

(b) Depository Actions. The Issuer shall direct the Depository to take the following steps in connection with the Rule 144A Global Notes:

(i) The Issuer shall direct the Depository to include the "3c7" marker in the Depository 20-character security descriptor and the 48-character additional descriptor for the Rule 144A Global Notes of each Class in order to indicate that sales are limited to QIB/QPs.

(ii) The Issuer shall direct the Depository to cause each physical Depository deliver order ticket delivered by the Depository to purchasers to contain the Depository 20-character security descriptor and shall direct the Depository to cause each Depository deliver order ticket delivered by the Depository to purchasers in electronic form to contain the "3c7" indicator and a related user manual for participants, which shall contain a description of the relevant restrictions.

(iii) On the Closing Date, the Issuer shall instruct each of DTC, Clearstream and Euroclear to send an "Important Notice" to all such Person's participants in

connection with the offering of the Notes. The "Important Notice" shall notify such Person's participants that the Notes are Section 3(c)(7) securities.

(iv) The Issuer shall advise the Depository that it is a Section 3(c)(7) issuer and shall request the Depository to include the Rule 144A Global Notes in the Depository's "Reference Directory" of Section 3(c)(7) offerings.

(v) The Issuer shall from time to time (upon the request of the Trustee, the Note Registrar or the Collateral Manager) request the Depository to deliver to the Issuer a list of all Depository participants holding an interest in the Rule 144A Global Notes.

(c) Bloomberg Screens, Etc. The Issuer shall from time to time request all third-party vendors to include on screens maintained by such vendors appropriate legends regarding Rule 144A and Section 3(c)(7) restrictions on the Rule 144A Global Notes. Without limiting the foregoing, the Issuer shall request Bloomberg L.P. to include the following on each Bloomberg screen containing information about the Rule 144A Global Notes:

(i) The "Note Box" on the bottom of the "Security Display" page describing each Rule 144A Global Note should state: "Iss'd Under 144A/3c7".

(ii) The "Security Display" page should have a flashing red indicator stating "See Other Available Information".

(iii) Such indicator should link to an "Additional Security Information" page, which should state that the Rule 144A Global Notes "are being offered in reliance on the exemption from registration under Rule 144A to Persons that are both (1) qualified institutional buyers (as defined in Rule 144A) and (2) qualified purchasers (as defined under Section 3(c)(7))".

(d) CUSIP. The Issuer shall cause each "CUSIP" number obtained for the Rule 144A Global Notes to have an attached "fixed field" that contains "3c7" and "144A" indicators.

#### 7.22 Certain Miscellaneous Covenants.

The purpose of all covenants and agreements made by the Co-Issuers herein is to establish the rights of the Noteholders relative to the Co-Issuers and to administer the distributions on the Notes by the Co-Issuers. Any and all rights of the Noteholders under this Indenture are derivative of such Noteholders' rights in the Notes issued by the Co-Issuers. This Indenture does not grant Noteholders any additional or direct rights with respect to the Collateral Debt Obligations other than those rights such Noteholders have by reason of their ownership of the Notes.

#### 7.23 Representations, Warranties and Undertakings of the Issuer.

(a) The Issuer hereby represents and warrants to the Secured Parties as to the Collateral as follows (which representations with respect to the Collateral shall be deemed to be repeated on each day on which the Issuer acquires new Collateral):

(i) This Indenture creates a valid and continuing security interest (as defined in the UCC) in the Collateral in favor of the Trustee, which security interest is prior to all other liens, charges, claims, security interests, mortgages and other encumbrances (other than Permitted Liens), and is enforceable as such as against creditors of and purchasers from the Issuer.

(ii) The Issuer is the owner of good and marketable title to each item of Collateral free and clear of any liens, claims or encumbrances of any nature whatsoever except for (1) those which are being released on the Closing Date, (2) those granted pursuant to this Indenture, (3) liens securing judgments, but only (x) to the extent, for an amount and for a period not resulting in an Event of Default, (y) if such liens attach after the Closing Date and after the date on which the Issuer acquired such Collateral and (z) if the Issuer has given written notice of such lien to the Trustee and each Rating Agency and (4) Permitted Liens.

(iii) The Issuer has not assigned, pledged, sold, granted a security interest in or otherwise encumbered or conveyed any interest in the Collateral (or, if any such interest has been assigned, pledged or otherwise encumbered, it has been released prior to the Closing Date or is being released on the Closing Date) other than interests granted pursuant to this Indenture or as otherwise permitted by this Indenture.

(iv) The Issuer has full right, and has received all consents and approvals required by the related Underlying Instruments, to grant a security interest in its rights in the Collateral to the Trustee.

(v) Each Collateral Debt Obligation included in the Collateral satisfied the requirements of the definition of the term "Collateral Debt Obligation" as of the date the Issuer committed to purchase the same or, in the case of any Collateral Debt Obligations acquired by or on behalf of the Issuer prior to the Closing Date, as of the Closing Date.

(vi) All of the Trust Estate consisting of "security entitlements" (as defined in the UCC) has been and will have been credited to one of the Accounts. The Securities Intermediary for each Account has agreed to treat all assets credited to the Accounts as "financial assets" (as defined in the UCC).

(vii) The Issuer has pledged to the Trustee all of the Issuer's right, title and interest in and to each Collateral Debt Obligation included in the Collateral pursuant to the Granting Clauses of this Indenture and has delivered each such Collateral Debt Obligation (including any promissory note and all other Underlying Instruments related thereto to the extent received by the Issuer) to the Trustee or the Custodian as contemplated by Article 3.

(viii) The Collateral constitutes "securities accounts", "general intangibles", "certificated securities", "instruments", "securities entitlements", "uncertificated securities" or "accounts", each within the meaning of the UCC and/or such other category of collateral under the UCC as to which the Issuer has complied with its obligations under the definition of "Deliver".

(ix) The Issuer has caused or will have caused, within ten (10) days of the Closing Date or, if any additional filing of financing statements is required in order to perfect the security interest in any Collateral acquired by the Issuer after the Closing Date, within ten (10) days of the date such Collateral is so acquired, the filing of appropriate financing statements in the proper filing offices in the appropriate jurisdictions under applicable law in order to perfect the security interest in the portion of the Collateral pledged to the Trustee hereunder that may be perfected by the filing of financing statements.

(x) The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Collateral other than any financing statement (i) relating to the security interest granted to the Trustee hereunder, (ii) that has been terminated or will be terminated promptly after the date hereof in respect of Collateral Debt Obligations the acquisition of which prior to the Closing Date was financed by an Affiliate of the Initial Purchaser or (iii) that names the Trustee as the secured party. On the date of this Indenture, the Issuer is not aware of any judgment, Pension Benefit Guaranty Corporation or tax lien filings against the Issuer.

(xi) The Issuer has delivered to the Trustee a fully executed agreement pursuant to which the Securities Intermediary for each Account has agreed to comply with all instructions originated by the Trustee directing disposition of the funds in such Account without further consent by the Issuer.

(xii) All original executed copies of each "instrument" (as defined in the UCC) that constitutes or evidences the Collateral have been delivered to the Custodian or the Trustee, to the extent received by the Issuer. None of such instruments that constitute or evidence the Collateral has any marks or notations indicating that they are then pledged to any Person other than the Trustee.

(xiii) The Accounts are not in the name of any Person other than the Issuer or the Trustee. Except as provided in the Account Control Agreement, the Issuer has not consented to the Securities Intermediary of any Account to comply with instructions of any Person other than the Trustee.

(xiv) All "certificated securities" (as defined in the UCC) that constitute or evidence the Collateral have been delivered to the Custodian or the Trustee, to the extent received by the Issuer, registered in the name of the Custodian or the Trustee or indorsed to the Custodian or the Trustee.

(xv) The Issuer has caused all "uncertificated securities" (as defined in the UCC) that constitute or evidence the Collateral to be registered in the name of the Custodian or the Trustee.

(xvi) Upon grant by the Issuer, the Trustee has a first priority perfected security interest in the Collateral (subject only to Permitted Liens).

## 8. SUPPLEMENTAL INDENTURES

### 8.1 Supplemental Indentures Without Consent of Noteholders.

(a) Without the consent of the Noteholders (except any consent specifically required by ~~clause (ii)~~ the clauses below ~~or clause (3) of~~ pursuant to the proviso at the end of this paragraph), but with the prior written consent of the Collateral Manager, the Co-Issuers and the Trustee, at any time and from time to time subject to the requirements herein, may enter into one or more indentures supplemental hereto (including the execution and delivery of any amendment referred to in Section 7.6) for any of the following purposes:

(i) to add to the covenants of the Co-Issuers or the Trustee for the benefit of the Noteholders or to surrender any right or power conferred upon the Co-Issuers;

(ii) to Grant any property to or with the Trustee or add to the conditions, limitations or restrictions on the authorized amount, terms and purposes of the issue, authentication and delivery of the Notes, provided that, if the Holders of any Class of Notes would be materially and adversely affected by such supplemental indenture entered into pursuant to this clause (ii), the consent to such supplemental indenture has been obtained from a Majority of such Class;

(iii) to evidence and provide for the acceptance of appointment by a successor trustee and to add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the Trust Estate by more than one trustee;

(iv) to correct or amplify the description of any property at any time subject to the lien of this Indenture, or to better assure, convey and confirm to the Trustee any property subject to the lien of this Indenture or to subject to the lien of this Indenture any additional property;

(v) to cure any ambiguity or correct, modify or supplement any provision which is defective or inconsistent with any other provision herein or with the Offering Circular, or make any change required by the stock exchange on which any Class of Notes is listed, if any, in order to permit or maintain such listing;

(vi) to take any action advisable, necessary or helpful to prevent the Issuer, or any Permitted Subsidiary, ~~the Noteholders or the Trustee~~ from ~~being~~ becoming subject to (or to otherwise minimize) withholding or other taxes, fees ~~or~~ assessments, ~~prevent~~ fines or penalties, including by complying with FATCA, or to reduce the risk that the Issuer ~~from being~~ may be treated as engaged in a ~~U.S.~~ trade or business within the United States for U.S. federal income tax purposes or otherwise subject to U.S. federal, state or local or non-U.S. tax on a net income basis ~~in any jurisdiction outside its jurisdiction of incorporation or permit the Issuer to comply with FATCA~~;

(vii) (x) to make such changes as shall be necessary to facilitate the Co-Issuers (A) in the issuance or co-issuance, as applicable, of additional notes of any one or more new classes that are subordinated to the existing Secured Notes (or to the most junior class of securities of the Issuer (other than the Subordinated Notes) issued pursuant to this Indenture, if any class of securities issued pursuant to this Indenture other than the Secured Notes and the Subordinated Notes is then Outstanding), provided that any such additional issuance or co-issuance, as applicable, of notes shall be issued or co-issued, as applicable, in accordance with

this Indenture, including Sections 2.16 and 3.6 hereof; or (B) in the issuance or co-issuance, as applicable, of additional notes and/or securities of any one or more existing Classes of Notes (including in connection with a Risk Retention Issuance), provided that any such additional issuance or co-issuance, as applicable, of notes and/or securities shall be issued or co-issued, as applicable, in accordance with this Indenture, including Sections 2.16 and 3.6 hereof or (y) in connection with the additional issuance of notes, to make modifications that do not materially and adversely affect the rights or interests of holders of any Class and are determined by the Collateral Manager to be necessary in order for such additional issuance of notes not to be subject to the U.S. Risk Retention Regulations or the EU Requirements, or to comply with the U.S. Risk Retention Regulations or the EU Requirements;

(viii) to avoid the application of the German Investment Tax Act (Investmentsteuergesetz) to the Issuer or to any of the Notes;

(ix) to make any modification which the Collateral Manager deems necessary in order to correct or clarify the provisions hereof relating to the Reinvestment Criteria (including definitions relating thereto);

(x) to modify transfer restrictions on the Notes, so long as any such modifications comply with the Securities Act, the Investment Company Act, ERISA or the laws of any applicable governmental, regulatory or self-regulatory agency or organization;

(xi) to modify and amend the terms and provisions of this Indenture if any statute, rule or regulation is enacted or promulgated or the Internal Revenue Service issues any notice or announcement that affects the U.S. federal income tax treatment of the income or gain related to the Base Collateral Management Fee, the Additional Collateral Management Fee, or the Incentive Collateral Management Fee ("Change in Tax Treatment"), so that the Collateral Manager (and its direct and indirect shareholders) are in the same after-tax position as each would have been had such Change in Tax Treatment not been enacted, promulgated or issued so long as such modification or amendment does not materially and adversely affect the rights or interest of any Holders of any Notes;

(xii) to issue a new Note or new Notes in respect of, or issue one or more new sub-classes of, any Class of Notes, in each case with new identifiers (including CUSIPs, ISINs and Common Codes, as applicable), in connection with any Bankruptcy Subordination Agreement and to provide for procedures under which beneficial owners of such Class subject to the Bankruptcy Subordination Agreement, may take an interest in such new Note or Notes or sub-class(es);

(xiii) to modify Section 3.4 to be consistent with applicable laws;

(xiv) to facilitate the issuance of participation notes, combination notes, composite securities, and other similar securities, the terms of which do not alter the terms of the component classes;

(xv) to facilitate a Re-Pricing (in the manner provided in this Indenture, including but not limited to the modifications permitted under Section 9.12) of the

Secured Notes or a Refinancing (in the manner provided in this Indenture) involving the issuance of additional notes and/or loans in order to accommodate the issuance of such additional notes and/or loans or such Re-Pricing and to establish the terms thereof (including (a) in connection with (x) a Partial Redemption by Refinancing, with the consent of the Collateral Manager, modification to establish a non-call period for replacement securities or to prohibit a future Refinancing of such replacement securities or (y) a Refinancing of all Classes of Secured Notes in full (but not in connection with a Partial Redemption by Refinancing), with the consent of the Collateral Manager, modifications to (1) effect an extension of the end of the Reinvestment Period, (2) establish a non-call period or prohibit a future Refinancing, (3) modify the Weighted Average Life Test, (4) provide for a stated maturity of the replacement securities or loans or other financial arrangements issued or entered into in connection with such Refinancing that is later than the Stated Maturity Date of the Secured Notes or (5) effect an extension of the Stated Maturity Date of the Subordinated Notes and to establish the terms thereof and (b) or in connection with a Refinancing involving secured loans, in order to accommodate borrowings under such secured loans and to establish the terms thereof);

(xvi) to amend the name of the Issuer, the Co-Issuer or the Collateral Manager;

(xvii) to modify or amend (a) the restrictions on the sales of Collateral Debt Obligations, (b) the Reinvestment Criteria, (c) the Collateral Quality Tests and the definitions related thereto or (d) the Percentage Limitations;

(xviii) to evidence any modification by any Rating Agency as to any requirement or condition, as applicable, of such Rating Agency set forth herein;

(xix) to modify the terms hereof in order that it may be consistent with the requirements of the Rating Agencies, including to address any change in the rating methodology employed by ~~either~~any Rating Agency;

(xx) to make such other changes as the Co-Issuers deem appropriate and that do not materially and adversely affect the interests of any holder of the Notes as evidenced by an Opinion of Counsel delivered to the Trustee (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 the opinion) or a certificate of an Authorized Officer of the Collateral Manager;

(xxi) subject to the provisions of Section 16.1 hereof, to allow the Issuer to enter into one or more Hedge Agreements with a Hedge Counterparty;

(xxii) to evidence the succession of another Person to the Issuer or the Co-Issuer and the assumption by any such successor Person of the covenants of the Issuer or the Co-Issuer herein and in the Notes;

(xxiii) to accommodate the issuance of the Notes through the facilities of DTC or otherwise (and, after the occurrence of an event described in Section 2.10(a), to accommodate the issuance of the Notes in definitive form);

(xxiv) to conform the provisions of this Indenture to the Offering Circular;

(xxv) to authorize the appointment of any listing agent, Transfer Agent, Paying Agent, or additional registrar for any Class of Notes appropriate in connection with the listing of any Class of Notes on ~~the Irish Stock Exchange~~ [Euronext Dublin](#) or any other stock exchange, and otherwise to amend this Indenture to incorporate any changes required or requested by any governmental authority, stock exchange authority, listing agent, Transfer Agent, Paying Agent, or additional registrar for any Class of Notes in connection with its appointment and such listing, so long as the supplemental indenture would not materially and adversely affect any Holder of any Class of Notes, as evidenced by an Opinion of Counsel (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 the opinion) or a certificate of an Authorized Officer of the Collateral Manager, to the effect that the modification would not materially and adversely affect the Holders of any Class of Notes;

(xxvi) to make appropriate changes for any Class of Notes to be listed on an exchange other than ~~the Irish Stock Exchange~~ [Euronext Dublin](#) or to be de-listed, if such listing becomes unduly burdensome;

(xxvii) to modify any provision to facilitate an exchange of one obligation for another obligation of the same ~~issuer~~ [obligor](#) that has substantially identical terms except transfer restrictions, including to effect any serial designation relating to the exchange;

(xxviii) to modify ~~the~~ [this](#) Indenture to incorporate any changes required or requested by any governmental authority or regulatory agency, including as may be required to comply with Rule 17g-5;

(xxix) to modify any representation with respect to any Collateral Debt Obligation or Additional Collateral Debt Obligation hereof in order that it may be consistent with applicable laws;

(xxx) to facilitate the acquisition of Repurchased Notes in accordance with Section 2.9;

(xxxi) to reduce the Authorized Denomination of any Class of Notes, subject to applicable laws;

(xxxii) to facilitate any necessary filings, exemptions or registrations with the CFTC;

(xxxiii) \_\_\_\_\_ to make modifications determined by the Collateral Manager to be necessary (in its commercially reasonable judgment based upon written advice of nationally recognized counsel experienced in such matters) in order for any transaction contemplated by this Indenture (including an issuance of additional Notes, a Refinancing or a Re-Pricing) to comply with, or to avoid the application of, the U.S. Risk Retention Regulations or the EU Requirements; provided that no amendment or modification effected solely under this



clause (xxxiii) may modify the definitions of the terms "Redemption Price" or "Non-Call Period";

~~(xxxiv)(xxxiii)~~ to amend, modify or otherwise change provisions ~~in this Indenture so that (1) the Issuer is not a "covered fund" under the Volcker Rule, (2) the Secured Notes do not constitute "ownership interests" under the Volcker Rule or (3) the Secured Notes will be permitted to be owned by "banking entities" (as defined in the Volcker Rule) under the Volcker Rule;~~ of this Indenture determined by the Issuer to be necessary or advisable (in its commercially reasonable judgment based upon written advice of nationally recognized counsel experienced in such matters) (A) for any Class of Secured Notes not to be considered an "ownership interest" as defined for purposes of the Volcker Rule, (B) to enable the Issuer to rely upon the exemption from registration as an investment company provided by Rule 3a-7 under the Investment Company Act or another exemption or exclusion from registration as an investment company under the Investment Company Act (other than Section 3(c)(1) or Section 3(c)(7) thereof), (C) for the Issuer to not otherwise be considered a "covered fund" as defined for purposes of the Volcker Rule or (D) for the Secured Notes to be permitted to be owned by "banking entities" (as defined in the Volcker Rule) under the Volcker Rule, in each case so long as any such modification or amendment would not have a material adverse effect on any Class of Notes;

~~(xxxiv) to make modifications determined by the Collateral Manager to be necessary (in its commercially reasonable judgment based upon written advice of nationally recognized counsel experienced in such matters) in order for a Refinancing or Re-Pricing not to be subject to or to comply with the Risk Retention Rules; or~~

~~(xxxv) to take any action necessary or advisable to allow the Issuer to comply with FATCA (including providing for remedies against, or imposing penalties upon, holders who fail to comply with their Noteholder Reporting Obligations or entering into an agreement described in Section 1471(b) of the Code); and to (A) issue a new Note or Notes in respect of, or issue one or more new sub-classes of, any Class of Notes, in each case with new identifiers (including CUSIPs, ISINs and Common Codes, as applicable), to the extent that the Issuer or the Trustee determines that one or more beneficial owners of the Notes of such Class are Recalcitrant Holders; provided that any sub-class of a Class of Notes issued~~ change the reference rate component of the Applicable Periodic Rate applicable to the Secured Notes from LIBOR to a replacement reference rate and to make such other amendments as are necessary or advisable in the reasonable judgment of the Collateral Manager to facilitate such change, provided that (A) the Global Rating Condition has been satisfied with respect to such modifications, (B) such modifications are being undertaken due to (x) a material disruption to LIBOR, (y) a change in the methodology of calculating LIBOR or (z) LIBOR ceasing to be reported on the Reuters Screen (or the reasonable expectation of the Collateral Manager that any of the events specified in clause (x), (y) or (z) will occur), (C) consent to such modifications has been obtained from a Majority of the Class A-1-R Notes and a Majority of Subordinated Notes and (D) such replacement reference rate will be greater than zero for each Class of Secured Notes; provided that, in the event that the Global Rating Condition has not been satisfied with respect to, or a Majority of the Class A-1-R Notes or a Majority of the Subordinated Notes does not consent to, as applicable, such change to the replacement reference rate prior to the Calculation Date next succeeding the expiration of the fifteen (15) Business Day notice period

specified in the second-to-last paragraph of this Section 8.1, then the Collateral Manager shall (i) determine (in its commercially reasonable discretion) the replacement reference rate component of the Applicable Periodic Rate applicable to the Secured Notes (a "Temporary Replacement Rate"), and such replacement reference rate shall be (1) the rate suggested as a replacement for LIBOR by the Alternative Reference Rates Committee convened by the Federal Reserve, (2) the rate acknowledged or suggested as the industry standard for the leveraged loan market by the Loan Syndications and Trading Association or (3) the rate that is consistent with the reference rate being used with respect to at least 50% (by principal amount) of (x) the quarterly pay Floating Rate Collateral Debt Obligations included in the Trust Estate or (y) the floating rate securities issued in the new issue collateralized loan obligation market in the preceding three months from the date of determination that bear interest based on a reference rate other than LIBOR (subject to a floor of 0% in the case of each of the preceding clauses (1), (2) and (3) when applied to each Class of Secured Notes), and (ii) provide written notice to the Co-Issuers, the Trustee, the Calculation Agent and the Rating Agencies of such replacement reference rate (and the Trustee shall notify the Holders thereof), and such replacement reference rate shall be used to calculate the Applicable Periodic Rate applicable to the Secured Notes without the execution of a supplemental indenture (following any modification to the reference rate pursuant to this clause ~~shall be issued on identical terms as, and rank pari passu in all respects with, the existing Notes of such Class and (B) provide for procedures under which beneficial owners of such Class that are not Recalcitrant Holders may take an interest in such new Note(s) or sub-class(es).~~(xxxv), the Calculation Agent shall calculate the new reference rate in the same manner in which it calculated LIBOR, to the extent applicable);

provided that (1) with respect to clauses (xvii), (xviii) and (xix), the Issuer shall have satisfied the Moody's Rating Condition (with respect to supplemental indentures relating to Moody's restrictions, tests, requirements, conditions or methodology), (2) the Issuer will have received the consent of any former Collateral Manager in writing if such supplemental indenture would change any provision of any Transaction Document entitling such former Collateral Manager to any fee or other amount payable to it hereunder so as to reduce or delay the right of such former Collateral Manager to such payment, (3) with respect to clauses (ix), (xvii), (xviii), (xix), (xx) and (xxiv) only, the Issuer will have received written consent to such supplemental indenture from a Majority of the Controlling Class, ~~and (4) with respect to clause (xvii) only, the Issuer shall not have received written notice from a Majority of any other Class of Secured Notes objecting to such proposed supplemental indenture at least one Business Day prior to the execution thereof by the Trustee, and a Majority of the Subordinated Notes, and (4) if the Retention Holder Approval Condition is applicable, with respect to any supplemental indenture proposed to modify: (i) the defined term "Collateral Debt Obligation"; (ii) the Percentage Limitations; (iii) the Collateral Quality Tests and the definitions related thereto; (iv) the Reinvestment Criteria; or (v) the terms and conditions applicable to a Refinancing, a Re-Pricing or a Partial Redemption by Refinancing, the Issuer shall have received written consent to such supplemental indenture from the Retention Holder (provided that, in the case of clause (4)(v), such consent of the Retention Holder may be withheld only if the Retention Holder notifies the Issuer in writing that the Retention Holder has determined in good faith that such supplemental indenture (x) would result in non-compliance or a material risk of non-compliance with any risk retention regulation that is then applicable to the Retention Holder or its Affiliates or (y) would increase the obligations of the Retention Holder or its Affiliates in complying with any such risk retention regulation).~~

If the Co-Issuers modify any provision of the Indenture pursuant to a supplemental indenture or other modification or amendment of the Indenture for purposes of conforming this Indenture to the Offering Circular pursuant to clause (xxiv) above and one or more other amendment provisions described above also applies with respect to such provision that is being amended or modified pursuant to clause (xxiv) above, such supplemental indenture or other modification or amendment of the Indenture will be deemed to be a supplemental indenture, modification or amendment to conform this Indenture to the Offering Circular pursuant to clause (xxiv) above with respect to such provision regardless of the applicability of any other provision regarding supplemental indentures set forth in the Indenture.

The Trustee is hereby authorized to join in the execution of any such supplemental indenture and to make any further appropriate agreements and stipulations that may be therein contained. So long as any Notes are Outstanding, at the cost of the Issuer, the Trustee shall (A) provide to the Noteholders, each Hedge Counterparty, the Collateral Manager and the Rating Agencies a copy of any ~~proposed~~ supplemental indenture in substantially the form in which the Issuer proposes to adopt it (or a summary thereof) at least fifteen (15) Business Days (or five (5) Business Days if in connection with an issuance of additional Notes, a Refinancing or a Re-Pricing) prior to the execution thereof by the Trustee (unless the proposed supplemental indenture will be adopted pursuant to clause (vii), (xii) or (xv) above, in which case any such supplemental indentures may be effected without prior notice to the Noteholders, any Hedge Counterparty or the Rating Agencies) and (B) as soon as practicable after the execution by the Trustee and the Co-Issuers of any such supplemental indenture, provide to the Noteholders, each Hedge Counterparty, the Rating Agencies and the Collateral Manager a copy of the executed supplemental indenture. In the case of a supplemental indenture to be entered into solely pursuant to Section 8.1(a)(xv), the notice period specified in clause (A) of the preceding sentence shall not apply and a copy of the proposed supplemental indenture shall be included in (x) in the case of a Re-Pricing, the notice of Re-Pricing given to Holders pursuant to Section 9.12(f) and (y) in the case of a Refinancing, the notice of redemption given to Holders pursuant to Section 9.6.

The Trustee shall not be liable for any determination (including whether any Holder is materially and adversely affected thereby) made in connection with a supplemental indenture pursuant to this Section 8.1 if such determination is made in good faith and in reliance upon an Opinion of Counsel (and/or any certification from the Collateral Manager, as applicable) delivered to the Trustee as described in Section 8.3 hereof.

## 8.2 Supplemental Indentures With Consent of Noteholders.

(a) The Co-Issuers and the Trustee may enter into an indenture or indentures supplemental hereto and not contemplated by Section 8.1 for the purpose of adding any provisions to, or changing in any manner or eliminating any of the provisions of, this Indenture or of modifying in any manner the rights of the Holders of the Notes under this Indenture; provided that the Issuer shall not enter into any such supplemental indenture (not otherwise contemplated by Section 8.1) that materially and adversely affects the Holders of any Class of Notes without the consent of the Holders of not less than a Majority of the ~~Outstanding~~ Notes of such Class materially and adversely affected thereby. However, without the consent of

the Holders of each Outstanding Note materially and adversely affected thereby, no such supplemental indenture (not otherwise contemplated by Section 8.1) shall:

(i) change the Stated Maturity Date or Payment Date of any Secured Note, reduce the principal amount thereof or the rate of interest thereon (in each case except as provided in Section 9.12 and in Section 8.1(a)(xv) or, for the avoidance of doubt, Section 8.1(a)(xxxv)), change the earliest date on which any Class of Notes may be redeemed, change the time, amount or priority of any other amount payable in respect of any Note, change any place where, or the coin or currency in which, distributions with respect to any Note are payable or impair the right to institute suit for the enforcement of any such payment on or after the maturity thereof;

(ii) reduce the percentage of the Aggregate Principal Amount of the Notes whose consent is required for the execution of any supplemental indenture or for any waiver of compliance with certain provisions of this Indenture or certain Events of Default hereunder and their consequences provided for in this Indenture;

(iii) materially impair or materially and adversely affect the Trust Estate, except as otherwise permitted by this Indenture;

(iv) except with respect to the Hedge Counterparty Collateral Account and as otherwise provided in this Indenture or as required by applicable law, permit the creation of any lien ranking prior to or on a parity with the lien of this Indenture with respect to any part of the Trust Estate or terminate the lien of this Indenture on any property at any time subject hereto or deprive any Secured Party of the security afforded by the lien of this Indenture;

(v) reduce the percentage of the Aggregate Principal Amount held by Noteholders whose consent is required to direct the Trustee to preserve the Trust Estate or to rescind the Trustee's election to preserve the Trust Estate pursuant to Section 5.5 hereof or to sell or liquidate the Trust Estate pursuant to Section 5.4 or 5.5 hereof;

(vi) modify any of the provisions of Section 8.1, this Section 8.2 or Section 5.15 hereof, except to increase the percentage of the Aggregate Principal Amount held by Noteholders whose consent is required to exercise certain rights set forth in such Sections or to provide that other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Note affected thereby;

(vii) modify the provisions of Articles 5, 11 or 13 hereof, Sections 7.5[(j)], 7.17[(d)], 15.1[(f)(v)] hereof or the definitions of the terms "Holder", "Outstanding", "Class", "Controlling Class", "Majority" or "Supermajority" hereof, except as permitted by Section 8.1(a)[(vii), (xii), (xv) or ~~(xv)~~xxxiii] in connection with the issuance of additional securities, a Refinancing, a Re-Pricing or a Bankruptcy Subordination Agreement;

(viii) modify any of the provisions of this Indenture in such a manner as to affect directly the calculation of the amount of any payment of principal or of interest on or other amount in respect of any Secured Note or distributions payable on the

Subordinated Notes, or to affect the right of the Noteholders to the benefit of any material provisions for the redemption of such Notes contained herein;

(ix) modify Section 2.7(k) hereof or any other provision in this Indenture relating to non-petition or limited recourse, or relating to the institution of bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation proceedings, of the Issuer or the Co-Issuer; or

(x) modify any provision in this Indenture in any way which would (i) cause the Issuer to become subject to withholding or other taxes, fees or assessments, (ii) cause the Issuer to be treated as if it were engaged in a U.S. trade or business for U.S. federal income tax purposes or otherwise subject to U.S. federal, state or local income and franchise tax on a net income tax basis or (iii) prevent compliance with FATCA;

provided, that if the Retention Holder Approval Condition is applicable, the Issuer shall notify the Retention Holder of any supplemental indenture proposed to modify: (i) the defined term "Collateral Debt Obligation"; (ii) the Percentage Limitations; (iii) the Collateral Quality Tests and the definitions related thereto; (iv) the Reinvestment Criteria; or (v) the terms and conditions applicable to a Refinancing, a Re-Pricing or a Partial Redemption by Refinancing, and the Issuer shall not consent to such supplemental indenture unless it has received the written consent of the Retention Holder (provided that such consent may be withheld only if the Retention Holder notifies the Issuer in writing that the Retention Holder has determined in good faith that such supplemental indenture (x) would result in non-compliance or a material risk of non-compliance with any risk retention regulation that is then applicable to the Retention Holder or its Affiliates or (y) would impose obligations on, or increase the obligations of, the Retention Holder or its Affiliates in complying with any such risk retention regulation).

(b) Not later than fifteen (15) Business Days prior to the execution of any proposed supplemental indenture pursuant to this Section 8.2, the Trustee, at the expense of the Co-Issuers, shall ~~mail~~provide to the Noteholders, the Collateral Manager and the Rating Agencies a copy of such supplemental indenture in substantially the form in which the Issuer proposes to adopt it (or a summary thereof). Unless notified within ~~15~~10 Business Days ~~of~~after the date of such written notice by a Majority of any Class of Notes that such Class will be materially and adversely affected, the Trustee shall be entitled to conclusively rely on (1) an Opinion of Counsel as to whether or not the Holders of any Class of Notes would be materially and adversely affected by such change (and counsel may rely in such opinion on a certificate as to any factual matter) or (2) receipt of written certification from the Collateral Manager to the effect that, in its commercially reasonable judgment, such supplemental indenture will not have a material and adverse effect on the economic interests of the Holders of any Class of Notes for all purposes under this Article 8. Such determination shall be conclusive and binding on all present and future Holders. The Trustee shall not be liable for any such determination made in good faith and in reliance upon an Opinion of Counsel (and any certification from the Collateral Manager, as applicable) delivered to the Trustee as described in Section 8.3 hereof.

It shall not be necessary in connection with any consent of Noteholders under this Section for the Noteholders to approve the specific form of any proposed supplemental indenture, but it shall be sufficient if such consent shall approve the substance thereof.

Promptly after the execution by the Co-Issuers and the Trustee of any supplemental indenture pursuant to this Section 8.2, the Trustee, at the expense of the Co-Issuers, shall ~~mail~~provide to the Holders of the Notes, the Collateral Manager and each Rating Agency (so long as any Class of Notes is rated by such Rating Agency) a copy thereof.

### 8.3 Execution of Supplemental Indentures.

In executing or accepting the additional trusts created by any supplemental indenture permitted by this Article or the modifications thereby of the trusts created by this Indenture, the Trustee shall be entitled to receive, and (subject to Sections 6.1 and 6.3 hereof) shall be fully protected in relying upon, an Opinion of Counsel stating that the execution of such supplemental indenture is authorized and permitted by this Indenture and that all conditions precedent applicable thereto under this Indenture have been satisfied (and counsel may rely in such opinion on a certificate as to any factual matter); provided that the Trustee shall not be entitled to receive the Opinion of Counsel described in Sections 8.1(a)(xx), 8.1(a)(xxv) or 8.2(b) hereof ~~after~~if the Collateral Manager certifies to the Trustee in writing that such supplemental indenture would not materially and adversely affect the rights or interests of Holders of any Class of Notes. The Trustee (subject to Sections 6.1 and 6.3 hereof) shall be fully protected in relying upon such certification. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

~~In determining whether any supplemental indenture under this Article 8 would materially and adversely affect any Class of Securities, the Class D-1 Notes and the Class D-2 Notes shall be treated as a single Class for this purpose unless such supplemental indenture (or the Trustee receives written notice pursuant to Section 8.2(b) that such supplemental indenture) only materially and adversely affects the Class D-1 Notes or only materially and adversely affects the Class D-2 Notes, in which case the Class D-1 Notes or the Class D-2 Notes, whichever is materially and adversely affected, will vote as a separate Class.~~

Notwithstanding anything set forth in Sections 8.1 and 8.2 hereof, ~~no~~the Issuer shall not enter into any supplemental indenture ~~may be entered into~~ which directly or indirectly modifies the rights or obligations of the Collateral Manager hereunder unless the Collateral Manager shall have granted its prior written consent thereto; provided that, if such supplemental indenture (i) requires the unanimous consent of the Noteholders affected thereby and (ii) does not materially adversely affect the Collateral Manager, such consent shall not be unreasonably withheld or delayed. If the Collateral Manager believes that any supplemental indenture directly or indirectly modifies its rights or obligations, it shall give written notice to the Trustee prior to execution of such supplemental indenture by the Issuer and the Trustee. Any supplemental indenture that materially increases the scope or nature of the duties of the Collateral Manager shall provide for additional compensation to the Collateral Manager in a commercially reasonable amount to be agreed upon by the Issuer and the Collateral Manager. Notwithstanding anything set forth in Sections 8.1 and 8.2 hereof, the Issuer shall not enter into any supplemental indenture which could potentially result (in the judgment of the Collateral Manager) in non-compliance by the Collateral Manager with any risk retention requirement which is or may become applicable to it (including, without limitation, pursuant to the U.S. Risk Retention Regulations and the EU Requirements), or impose obligations on, or increase the obligations of.

the Collateral Manager in complying with any such risk retention requirement, unless the Collateral Manager shall have granted its prior written consent thereto. For the avoidance of doubt, if PGIM, Inc. is replaced as Collateral Manager for any reason, references to the Collateral Manager in this paragraph shall be deemed to include PGIM, Inc. or the Retention Holder, as applicable.

Notwithstanding anything set forth in Section 8.1 or 8.2 hereof, no supplemental indenture may be entered into which (pursuant to the terms of a Hedge Agreement) expressly requires the consent of such Hedge Counterparty unless such consent of the Hedge Counterparty is obtained; and no supplemental indenture may be entered into which modifies the rights or obligations of the Retention Holder hereunder unless the Retention Holder shall have granted its prior written consent thereto.

Notwithstanding any other provision herein, ~~no~~ a Class of Notes being refinanced pursuant to a Refinancing or Partial Redemption by Refinancing will be deemed not to be materially and adversely affected by any terms of the supplemental indenture related to, in connection with or to become effective on or immediately after the effective date of such refinancing. In connection with a Re-Pricing, any non-consenting Holder of a Re-Priced Class will be deemed not to be materially and adversely affected by any terms of the supplemental indenture related to, in connection with or to become effective on or immediately after the related Re-Pricing Date.

Notwithstanding any other provision herein, Holders of the Subordinated Fee Notes will not be entitled to make or give any vote, request, demand, authorization, direction, notice, consent, waiver or similar action (whether as a Class or otherwise) and shall not constitute part of any Majority or Supermajority of Notes, except that Holders of the Subordinated Fee Notes shall be entitled to vote in connection with any supplemental indenture which affects the Subordinated Fee Notes as a Class exclusively and differently from the holders of any other Class (including, without limitation, any supplemental indenture that would reduce the amount payable on such Class).

#### 8.4 Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article 8, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes; and every Holder of Notes theretofore and thereafter authenticated and delivered hereunder shall be bound thereby.

#### 8.5 Reference in Notes to Supplemental Indentures.

Notes executed, authenticated and delivered as part of a transfer, exchange or replacement pursuant to Article 2 hereof of Notes originally issued hereunder after the execution of any supplemental indenture pursuant to this Article 8 may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such supplemental indenture. If the Applicable Issuer(s) shall so determine, new Notes so modified as to conform in the opinion of the Applicable Issuer(s) to any such supplemental indenture, may be

prepared and executed by the Applicable Issuer(s), and authenticated and delivered by the Trustee or its Authenticating Agent in exchange for Outstanding Notes.

## 9. PRINCIPAL PREPAYMENTS; REDEMPTION OF NOTES

### 9.1 Principal Prepayment.

So long as any Secured Notes are Outstanding, the principal of Secured Notes then Outstanding shall be prepaid by the Issuer in accordance with the Note Payment Sequence ~~at a price of par~~ on a Payment Date pursuant to the Priority of Payments (x) if any Collateral Coverage Test is not satisfied as of any Calculation Date related to such Payment Date after the Ramp-Up End Date (in the case of Interest Coverage Tests, commencing after the third Payment Date), to the extent of Available Funds in the amount necessary to satisfy the Collateral Coverage Tests on a pro forma basis and (y) during the Reinvestment Period after the Non-Call Period, if the Interest Diversion Test is not satisfied as of the related Calculation Date for such Payment Date, ~~in an amount equal to the lesser of (1) 50% of the Collateral Interest Collections remaining after application of amounts described in clauses (i) through (xix) as provided in clause [(xviii)]~~ of the Interest Priority of Payments, ~~and (2) an amount which would cause the Interest Diversion Test to be satisfied (if not deposited into the Principal Collection Account to be applied to the future purchase of Substitute Collateral Debt Obligations in the sole discretion of the Collateral Manager)~~ (each such prepayment, a "Principal Prepayment").

### 9.2 Notice to Trustee, Rating Agencies and Collateral Manager.

If any Principal Prepayment is required pursuant to Section 9.1 hereof, the Issuer shall, not later than the third Business Day after the related Calculation Date, notify in writing the Trustee (who shall promptly forward such notice to the Holders of the Notes), the Rating Agencies and the Collateral Manager that such prepayment is required and the principal amount of any Class or Classes of Secured Notes required to be prepaid in whole or in part in accordance with the Priority of Payments.

### 9.3 Notes Payable on Principal Prepayment Date.

In the event of a Principal Prepayment pursuant to Section 9.1 hereof, principal of the applicable Class or Classes of Secured Notes in an amount determined pursuant to the Priority of Payments shall become due and payable on the applicable Payment Date, and (unless the Issuer shall default in the payment of such principal amount) such principal amount shall cease to bear interest on the Principal Prepayment date.

### 9.4 Optional Redemption; Election to Redeem.

(a) Subject to the remainder of this Section 9.4 and Sections 9.5, 9.6 and 9.7 hereof:

(i) at the written direction of a Majority of the Subordinated Notes (which direction shall be given so as to be received by the Issuer, the Collateral Manager and the Trustee not later than forty-five (45) days (unless the Collateral Manager and the Trustee shall agree to a shorter period) prior to the proposed Redemption Date (which shall be any



Business Day after the Non-Call Period and shall be specified in such direction) and which direction may be conclusively evidenced by an Officer's Certificate of the Issuer certifying as to such direction), the Secured Notes of all Classes shall be optionally redeemed in whole but not in part at their respective Redemption Prices on the Redemption Date so specified; and

(ii) at the written direction of a Majority of the Subordinated Notes ~~or a Majority of any Class of Secured Notes (for which purpose the Class D-1 Notes and the Class D-2 Notes shall be deemed to be a single Class) that, as a result of the occurrence of any event described in the following clauses (A), (B) or (C), has not received 100% of the aggregate amount of principal and interest that would otherwise be payable to such Class on any Payment Date (any such Class, an "Affected Class")~~, following the occurrence of:

(A) a Tax Event with respect to payments under one or more Collateral Debt Obligations that results or will result in the withholding of 5% or more of Scheduled Distributions representing Collateral Interest Collections for any Due Period;

(B) a Tax Event that results in the imposition of any taxes (other than U.S. withholding tax on fees to the extent such withholding tax does not exceed 30% of the amount of such fees), fees, assessments or other similar charges ~~(other than FATCA-compliance costs or FATCA withholding taxes described in clause (C))~~ being imposed on the Issuer or on payments due from the Issuer that must be reimbursed by the Issuer in an aggregate amount in any Due Period in excess of U.S.\$1,000,000 (in which case the direction shall be accompanied by an Opinion of Counsel substantially to the effect that such an event has occurred or will occur, as applicable); or

(C) (1) FATCA compliance costs over the remaining period that any Notes would remain Outstanding (disregarding the redemption of Notes arising under this clause (ii)), as reasonably estimated by the Issuer, are expected to be incurred in an aggregate in excess of U.S.\$1,000,000 and (2) any FATCA withholding taxes are imposed (or are reasonably expected by the Issuer or the Trustee to be imposed) in an aggregate amount in excess of U.S.\$1,000,000;

the Secured Notes of all Classes shall be optionally redeemed pursuant to this clause (ii) on any ~~Payment Date~~ Business Day (whether occurring during or after the Non-Call Period) in whole but not in part at their respective Redemption Prices on the proposed Redemption Date specified in such written direction received at least 45 days prior to the proposed Redemption Date by the Collateral Manager, the Issuer and the Trustee (or such shorter period as the Collateral Manager shall consent to in its sole discretion).

(b) If an Optional Redemption is directed to be made, the Collateral Manager in its sole discretion shall make arrangements for the sale of, and on a timely basis shall effect the sale of, all of the Collateral Debt Obligations such that the Sale Proceeds from all Collateral Debt Obligations to be sold (directly or by sale of participation or other disposition) and all other funds available for application to the Redemption Price of the Notes to be redeemed (including amounts in the Loan Funding Account corresponding to any Collateral Debt Obligations sold in connection with such redemption and the proceeds of Eligible Investments) and/or from Refinancing Proceeds, including, in each case, other available amounts (including

[amounts deposited in the Supplemental Interest Reserve Account\) hereunder](#), will be at least sufficient to pay the amounts set forth in Section 9.4(c) below. An Optional Redemption may be effected regardless of whether any amounts are available to make any distribution to the Holders of the Subordinated Notes.

(c) Notwithstanding the above, no Notes may be optionally redeemed pursuant to this Section 9.4, if the Optional Redemption is funded in whole or in part from the sale of Collateral Debt Obligations, unless either (1) not later than two [\(2\)](#) Business Days before the scheduled Redemption Date, the Collateral Manager shall have furnished to the Trustee evidence, in form satisfactory to the Trustee (which may be an Officer's Certificate of the Collateral Manager), that the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with (or guaranteed by) a financial or other institution or institutions (A) whose short-term unsecured debt obligations have a credit rating from Moody's of "P-1" or (B) whose obligations under such binding agreements are supported by a letter of credit or a guarantee issued by a financial or other institution having a credit rating from Moody's of "P-1", to purchase (directly or by sale of participation or other disposition), not later than the Business Day immediately preceding the scheduled Redemption Date, in immediately available funds all or the required part of the Collateral Debt Obligations at a purchase price at least equal to an amount sufficient, together with all other funds (including Refinancing Proceeds) available for application to such redemption, to pay all Administrative Expenses (regardless of the Expense Cap), any Subordinated Fee Note Make-Whole, amounts owing to any Hedge Counterparty, the Collateral Management Fees and the Redemption Price of each Class of Secured Notes or (2) prior to selling (directly or by sale of participation or other disposition) the Collateral Debt Obligations (other than as described in the following sentence), the Collateral Manager certifies to the Trustee that, in its judgment, the Expected Sale Proceeds from such sales, together with all other funds (including Refinancing Proceeds [and amounts on deposit in the Supplemental Interest Reserve Account](#)) available for application to such redemption, would be sufficient to pay from the Collection Account (regardless of whether constituting Collateral Interest Collections or Collateral Principal Collections), all Administrative Expenses (regardless of the Expense Cap), any Subordinated Fee Note Make-Whole, amounts owing to any Hedge Counterparty, the Collateral Management Fees and the Redemption Price of each Class of Secured Notes but, for the avoidance of doubt, excluding (in the case of clauses (1) and (2) above) any amounts payable on the Subordinated Notes. Both before and after notice of an Optional Redemption, Credit Improved Obligations, Credit Risk Obligations and Defaulted Obligations may be sold in accordance with the provisions described herein.

(d) In addition to (or in lieu of) a liquidation of Collateral Debt Obligations, at the written direction of a Majority of the Subordinated Notes to the Co-Issuers (with a copy to the Trustee), the Applicable Issuers may [with the prior written consent of the Collateral Manager and, if the Retention Holder Approval Condition is applicable, the Retention Holder \(provided that such consent of the Collateral Manager or the Retention Holder, as applicable, may be withheld only if the Collateral Manager or the Retention Holder, as applicable, notifies the Issuer in writing that the Collateral Manager or the Retention Holder, as applicable, has determined in good faith that such Refinancing \(x\) would result in non-compliance or a material risk of non-compliance with any risk retention regulation that is then applicable to the Collateral Manager or the Retention Holder, as applicable, or their respective Affiliates or \(y\) would increase the obligations of the Collateral Manager or the](#)

Retention Holder, as applicable, or their respective Affiliates in complying with any such risk retention regulation), enter into a loan or loans from, or effect an issuance of replacement securities to, one or more financial institutions or purchasers (a refinancing provided pursuant to such loan or issuance, a "Refinancing") and may apply the proceeds of such Refinancing ("Refinancing Proceeds") to the Optional Redemption in whole but not in part of the Secured Notes; provided that (i) the agreements relating to the Refinancing must contain limited recourse and non-petition provisions equivalent (*mutatis mutandis*) to those contained in Section 5.4(c), (ii) the terms of such Refinancing and any financial institutions acting as lenders thereunder or purchasers thereof must be acceptable (1) to a Majority of the Subordinated Notes, ~~(iii) the Sponsor would be in compliance with the Risk Retention Rules (as determined by and (2) to the Collateral Manager in its sole discretion, which determination may be based on an Opinion of Counsel) after giving effect to such Refinancing;~~ provided that, (iii) unless it consents to do so in its sole discretion, none of the Collateral Manager, any Affiliate thereof or any ~~other~~ Sponsor shall be required to purchase any Notes or any other obligation of the Issuer in connection with such Refinancing and (iv) such Refinancing otherwise satisfies the conditions described in Section 9.4(e).

The Holders of the Subordinated Notes shall not have any cause of action against any of the Co-Issuers, the Collateral Manager ~~or the Trustee, the Trustee or any other Person (and none of the Co-Issuers, the Collateral Manager, the Trustee or any other Person will be liable)~~ for any failure to obtain a Refinancing. In the event that a Refinancing is obtained meeting the requirements specified above, the Co-Issuers and the Trustee (as directed by the Issuer) shall amend this Indenture pursuant to Article 8 to the extent necessary to reflect the terms of the Refinancing and no consent for such amendments shall be required from the Holder of any Note, other than the Majority of the Subordinated Notes ~~directing the redemption~~.

(e) Notwithstanding anything to the contrary set forth herein, the Issuer shall not sell any Collateral Debt Obligations or obtain Refinancing in connection with an Optional Redemption unless (i) the Refinancing Proceeds, all Sale Proceeds from the sale of Collateral Debt Obligations and Eligible Investments in accordance with the procedures set forth in Section 9.4(c) and all other available funds in the Accounts shall be at least sufficient to pay the Redemption Price of the Secured Notes, in whole but not in part, and to pay the Collateral Management Fees, any Subordinated Fee Note Make-Whole, amounts owing to each Hedge Counterparty and all accrued and unpaid Administrative Expenses (regardless of the Expense Cap), including the reasonable fees, costs, charges and expenses incurred by the Trustee, the Issuer and the Collateral Manager (including reasonable attorneys' fees and expenses) in connection with such Refinancing and (ii) the Sale Proceeds, Refinancing Proceeds and other available funds are used to the extent necessary to make such redemption. Any Excess Refinancing Proceeds shall be deposited in the Principal Collection Account.

(f) Amounts due on or prior to a Redemption Date with respect to all Notes Outstanding prior to any redemption shall continue to be payable to the Holders of such Notes as of the relevant Record Date according to the terms of such Notes. An election to redeem any Notes pursuant to this Section 9.4 shall be conclusively evidenced by an Issuer Order issued upon the direction of the Collateral Manager directing the Trustee to make the payment to the Paying Agent of the Redemption Price of all of the Notes to be redeemed from funds in the Collection Account and/or any other relevant Accounts as described herein. The Issuer shall

deposit, or cause to be deposited, the funds required for an Optional Redemption in the Collection Account on or before the Business Day prior to the Redemption Date.

(g) The Issuer shall set the Redemption Date and the applicable Record Date and give notice thereof to the Trustee pursuant to Section 9.5.

(h) Following a redemption in whole of the Secured Notes, unless such optional redemption is in connection with a Refinancing, the Subordinated Notes will be redeemed whether or not any amounts are then available for distribution to the Holders of the Subordinated Notes in accordance with the Priority of Payments; provided that, if assets remain in the Trust Estate after such redemption of the Secured Notes, the redemption in whole of the Subordinated Notes will be deemed not to have been completed (with respect to the Subordinated Notes) until the remaining assets are liquidated (and Holders of Subordinated Notes will be entitled to retain their Subordinated Notes until all assets in the Trust Estate have been liquidated) and the proceeds thereof distributed in accordance with the Priority of Payments.

(i) The Subordinated Fee Notes are not subject to redemption, but any applicable Subordinated Fee Note Make-Whole payment shall be payable to the holders of the Subordinated Fee Notes on the Redemption Date with respect to an Optional Redemption of all Classes of Secured Notes and Subordinated Notes or a Clean-Up Call Redemption, or in connection with an Accelerated Distribution Date, and the Subordinated Fee Notes will thereupon be cancelled. For the avoidance of doubt, the Subordinated Fee Note Make-Whole shall be payable only if (and to the extent that) the aggregate of all Subordinated Fee Note Payment Amounts (including any Subordinated Fee Note Payment Amount with respect to prior Payment Dates that has not been paid prior to the Redemption Date) distributed to the holders of the Subordinated Fee Notes in accordance with the Priority of Payments since the Closing Date was less than \$1,500,000.

(j) In connection with a Refinancing of all Classes of Secured Notes in full, with the approval of a Majority of the Subordinated Notes and the Collateral Manager, the agreements relating to the Refinancing may, without regard for any consent requirements specified in Article 8, (i) effect an extension of the end of the Reinvestment Period, (ii) establish a non-call period for replacement securities or prohibit a future Refinancing of such replacement securities, (iii) modify the Weighted Average Life Test, (iv) provide for a stated maturity of the replacement securities or loans or other financial arrangements issued or entered into in connection with such Refinancing that is later than the Stated Maturity Date of the Secured Notes or (v) effect an extension of the Stated Maturity Date of the Subordinated Notes.

(k) If a Refinancing of all Classes of Secured Notes in full occurs, then the Holders of a Majority of the Subordinated Notes, together with the Collateral Manager, may agree to designate Collateral Principal Collections in an amount up to the Excess Par Amount as Collateral Interest Collections (such designated amount, the "Designated Excess Par"), and direct the Trustee to apply such Designated Excess Par on such Redemption Date as Collateral Interest Collections in accordance with Section 11.1.

#### 9.5 Notice by Issuer of Optional Redemption.

(a) In the event of any redemption pursuant to Section 9.4 or 9.11, the Issuer shall, at least twenty-five (25) Business Days prior to the Redemption Date (unless the Trustee, ~~and~~ the Collateral Manager ~~and a Supermajority of the Controlling Class~~ shall agree to a shorter period), notify the Trustee, each Hedge Counterparty, the Rating Agencies and the Collateral Manager in writing of such Redemption Date, the applicable Record Date, the principal amount of Notes to be redeemed on such Redemption Date and the Redemption Price of such Notes in accordance with Section 9.4 hereof.

(b) Any notice of redemption may be withdrawn (i) by the Co-Issuers up to two (2) Business Days prior to the scheduled Redemption Date by written notice to the Trustee, each Hedge Counterparty, ~~Moody's~~ the Rating Agencies and the Collateral Manager only if (x) the Collateral Manager is unable to deliver the binding agreement or agreements or certifications, as the case may be, described in Section 9.4(c) hereof or (y) the Issuer is not able to effect a Refinancing pursuant to Section 9.4(d) hereof or (ii) by the Issuer, at the written direction of a Majority of the Subordinated Notes ~~or, if applicable, the relevant Affected Class, in each case~~ at any time on or prior to the second Business Day prior to the proposed Redemption Date. The Co-Issuers will have the option to withdraw any such notice of redemption relating to a proposed Partial Redemption by Refinancing by written notice to the Trustee, each Hedge Counterparty, Moody's and the Collateral Manager up to and including the day that is two (2) Business Days prior to the proposed Redemption Date in the event the conditions applicable to a Partial Redemption by Refinancing are not satisfied. In addition, a Majority of the Subordinated Notes will have the option to withdraw any such notice of Partial Redemption by Refinancing by written direction to the Issuer up to and including the day that is two (2) Business Days prior to such Redemption Date. If (x) the Co-Issuers or a Majority of the Subordinated Notes so withdraw any notice of redemption, (y) the Collateral Manager enters into the agreement or agreements specified in Section 9.4(c) or provides the certification specified in Section 9.4(c) and thereafter enters into commitments to sell Collateral Debt Obligations but, in either case, the actual proceeds received from such sales and/or Refinancing Proceeds are not sufficient to pay all amounts under Section 9.4(c) due to the failure of a counterparty to settle a sale or a Refinancing or otherwise or (z) the Co-Issuers are otherwise unable to complete a redemption of the Secured Notes in accordance with this Article 9, the applicable redemption and scheduled Redemption Date will be cancelled without further action of any Person (and for the avoidance of doubt without giving rise to a Default or an Event of Default) and the Sale Proceeds received from the sale of any Collateral Debt Obligations or other items of Collateral sold in contemplation of such redemption may in the sole discretion of the Collateral Manager be reinvested in accordance with the Reinvestment Criteria. Notice of any such withdrawal of a notice of redemption shall be given by the Trustee at the expense of the Issuer to (i) each Holder of Notes at such Holder's address in the Note Register by overnight courier guaranteeing next day delivery not later than one (1) Business Day prior to the scheduled Redemption Date or by posting with the Depository and (ii) ~~Moody's~~ the Rating Agencies, provided that notice of such withdrawal is received by the Trustee by 3 p.m. on the second Business Day prior to the scheduled Redemption Date. The Trustee shall also arrange for notice of such withdrawal to be delivered to ~~the Irish Stock Exchange~~ Euronext Dublin so long as any Notes are listed thereon and so long as the rules of such exchange so require.

#### 9.6 Notice by Trustee of Optional Redemption or Clean-Up Call Redemption.

Notice of redemption pursuant to Section 9.4, 9.10 or 9.11 hereof shall be given by the Trustee on behalf of and at the expense of the Issuer ~~by first class mail, postage prepaid, mailed~~ on any date that is not less than 10 Business Days prior to the applicable Redemption Date or Clean-Up Call Redemption Date to each Holder of Notes to be redeemed pursuant to Section 9.4, 9.10 or 9.11, at its address in the Note Register, together with a copy to the Issuer and the Administrator. Notice of any Optional Redemption, Partial Redemption by Refinancing or Clean-Up Call Redemption shall also be provided by the Trustee to ~~the Irish Stock Exchange~~ [Euronext Dublin](#) (so long as any Notes are listed on ~~the Irish Stock Exchange~~ [Euronext Dublin](#) and the guidelines of such Exchange so require). All notices of redemption shall state:

- (a) the applicable Redemption Date or Clean-Up Call Redemption Date, as applicable;
- (b) the Redemption Price; and
- (c) that all the Notes to be redeemed are being paid in full and that interest on such Secured Notes shall cease to accrue on the date specified in the notice and the place or places where such Notes to be redeemed in whole are to be surrendered in exchange for payment of the Redemption Price which shall be the office or agency of the Issuer to be maintained as provided in Section 7.3 hereof.

#### 9.7 Notes Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Notes to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after the Redemption Date (unless the Issuer shall default in the payment of the Redemption Price) such Notes shall cease to bear interest on the Redemption Date. Upon final payment on a Note to be redeemed in full (or, in the case of a Subordinated Fee Note, as a condition to payment of the Subordinated Note Make-Whole), the Holder shall present and surrender such Note at the place specified in the notice of redemption on or prior to such Redemption Date; provided, however, that, if there is delivered to the Co-Issuers and the Trustee such security or indemnity as may be required by them to save each of them harmless and an undertaking thereafter to surrender such Note, then, in the absence of notice to the Co-Issuers or the Trustee that the applicable Note has been acquired by a bona fide or protected purchaser, such final payment shall be made without presentation or surrender.

If any Secured Notes called for redemption shall not be paid upon surrender thereof for redemption, the principal thereof shall, until paid, bear interest from the Redemption Date at the Applicable Periodic Rate for each successive Periodic Interest Accrual Period during which the Secured Note remains Outstanding.

#### 9.8 Special Redemption.

Principal payments on the Secured Notes shall be made in whole or in part (to the extent resulting from the application of the Special Redemption Amount) on any Payment Date during the Reinvestment Period, at par without payment of any premium, in accordance with the Priority of Payments if, at any time during the Reinvestment Period, the Collateral Manager

(subject to the terms of the Collateral Management Agreement) notifies the Trustee, and each Rating Agency that it has been unable, for a period of at least 30 consecutive Business Days, to identify [Additional Collateral Debt Obligations or](#) Substitute Collateral Debt Obligations which are deemed appropriate by the Collateral Manager in its sole discretion and which would meet the Reinvestment Criteria in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Collection Account that are to be invested in [Additional Collateral Debt Obligations or](#) Substitute Collateral Debt Obligations (a "Special Redemption"). On the first Payment Date following the Due Period for which such notice is given (a "Special Redemption Date"), the funds in the Collection Account representing Collateral Principal Collections which the Collateral Manager determines cannot be reinvested in Substitute Collateral Debt Obligations (the "Special Redemption Amount") will be applied in accordance with the Principal Priority of Payments. Notice of a Special Redemption shall be given by the Trustee ~~by first-class mail, postage prepaid, mailed~~ not later than five (5) Business Days prior to the applicable Special Redemption Date to each Holder of Secured Notes to be redeemed at such Holder's address as stated in the Note Register or otherwise in accordance with the rules and procedures of the Depository. In addition, notice of redemption of Notes pursuant to this Section 9.8 will be given to each Hedge Counterparty and, for so long as any Notes are listed on ~~the Irish Stock Exchange~~ [Euronext Dublin](#) and so long as the guidelines of ~~such exchange~~ [Euronext Dublin](#) so require, notice of redemption of Notes pursuant to this Section 9.8 shall be given by the Issuer to the Noteholders by publication via ~~the Irish Stock Exchange~~ [Euronext Dublin](#). Notice of a Special Redemption may be withdrawn by the Co-Issuers by written notice to the Trustee up to ~~two~~ [three \(23\)](#) Business Days prior to the Special Redemption Date, and the Trustee shall provide notice to such Holders, each Hedge Counterparty and ~~the Irish Stock Exchange~~ [Euronext Dublin](#), as applicable, and the Rating Agencies no later than ~~one~~ [two](#) Business ~~Day~~ [Days](#) prior to the applicable Special Redemption Date.

#### 9.9 Ramp-Up Confirmation Failure.

The Issuer shall request Moody's to confirm on or prior to the Calculation Date for the second Payment Date, and so notify the Trustee, that it has not reduced or withdrawn the ratings assigned on the Closing Date to any Class of Secured Notes. Notwithstanding the foregoing, if (i) the Issuer shall have satisfied the Target Initial Par Condition, (ii) the Issuer shall have caused the Collateral Administrator to compile and make available to the Rating Agencies a report (the "Effective Date Report"), determined as of the Ramp-Up End Date, containing the following items: (A) the information specified in Section 10.5(a) and (B) whether the Target Initial Par Condition is satisfied and (iii) the Issuer shall have caused its accountants appointed pursuant to Section 10.6 to provide to the Trustee a report that applies agreed-upon procedures and specifies the procedures applied (the "Accountants' Report"), re-calculating and comparing the following items in the Effective Date Report: (1) with respect to each Collateral Debt Obligation, by reference to such sources as shall be specified therein, the issuer name, coupon/spread, maturity date, principal balance, Moody's Default Probability Rating, Moody's Rating and Fitch Rating, (2) as of the Ramp-Up End Date, each of the Principal Coverage Tests, the Collateral Quality Tests and the Percentage Limitations and (3) the Target Initial Par Condition (the foregoing clauses (2) and (3) are collectively the "Tested Items"), then, if the Effective Date Report delivered to the Rating Agencies reports satisfaction of the Tested Items (the "Effective Date Moody's Condition"), the Issuer will not be required to request Moody's to confirm the ratings on the Secured Notes. For the avoidance of doubt, the Effective Date Report

shall not include or refer to the Accountants' Report (except to the extent required by applicable law or regulation or by any governmental or regulatory body).

A "Ramp-Up Rating Confirmation" shall occur if either (x) the Issuer satisfies the Effective Date Moody's Condition or (y) Moody's confirms the ratings assigned by it to the Secured Notes on the Closing Date. If a Ramp-Up Rating Confirmation shall not have occurred on or prior to the Calculation Date for the second Payment Date (such event, a "Ramp-Up Confirmation Failure"), on the second Payment Date and on each succeeding Payment Date, the Unused Proceeds, Collateral Interest Collections remaining after the distribution of funds pursuant to clauses (i) through (xviii) of the Interest Priority of Payments and Collateral Principal Collections remaining after the distribution of funds pursuant to clauses (i) through (xi) of the Principal Priority of Payments shall be applied, in the sole discretion of the Collateral Manager, either (x) to pay principal of the Secured Notes in accordance with the Note Payment Sequence, in the amounts necessary for Moody's to confirm its ratings of the Secured Notes assigned on the Closing Date or until the Aggregate Principal Amount of each Class of the Secured Notes is reduced to zero or (y) to the transfer to, or retention in, as applicable, the Principal Collection Account, in each case, to be further applied to the purchase of Additional Collateral Debt Obligations, in the amounts necessary for Moody's to confirm its ratings of the Secured Notes assigned on the Closing Date. In the event that the Ramp-Up Confirmation Failure results from a failure to satisfy the Effective Date Moody's Condition, the application of Collateral Interest Collections and Collateral Principal Collections described in the immediately preceding sentence shall not occur (or, if it has commenced, shall cease) upon the occurrence of any of the following: (i) confirmation by Moody's of the ratings assigned by it to the Secured Notes on the Closing Date, (ii) notification by the Issuer to Moody's that the Tested Items have been satisfied as of a date after the Ramp-Up End Date, or (iii) a direction by a Majority of the Secured Notes (voting together as a single Class) to the Issuer not to make such application if the Collateral Manager (on behalf of the Issuer) delivers a notice to Moody's (within five Business Days following the date of such direction, and only so long as any Class of Secured Notes Outstanding is then rated by Moody's), stating that such direction has been given, together with a schedule of the Collateral Debt Obligations and a certificate showing the extent to which the Issuer has complied with or failed to comply with the Tested Items (which may be as of a date after the Ramp-Up End Date). If a Ramp-Up Confirmation Failure occurs, the Issuer shall provide, or (at the Issuer's expense) cause the Collateral Manager or the Collateral Administrator to provide, subject to Section 14.14, notice thereof to Fitch.

Notwithstanding anything to the contrary herein, a Ramp-Up Confirmation Failure shall not constitute an Event of Default under Section 5.1 hereof.

#### 9.10 Clean-Up Call Redemption.

(a) At the written direction of the Collateral Manager (which direction shall be given so as to be received by the Issuer, the Trustee and the Rating Agencies not later than twenty (20) Business Days prior to the proposed Clean-Up Call Redemption Date), the Notes will be subject to redemption by the Issuer, in whole but not in part (a "Clean-Up Call Redemption"), at the Redemption Price therefor, on any Business Day selected by the Collateral Manager which occurs on or after the Payment Date on which the Aggregate Principal Amount of the Secured Notes is less than or equal to 20.0% of the Aggregate Principal Amount of the



Secured Notes (issued on or after the Closing Date). Any such redemption may only be effected on a Business Day and only from (a) the Sale Proceeds of the Collateral and (b) the Balance of the Eligible Investments in the Collection Account.

(b) Any Clean-Up Call Redemption is subject to (i) the purchase of the Collateral (other than the Eligible Investments referred to in clause (d) of this sentence) by the Collateral Manager or any other Person from the Issuer, on or prior to the fifth Business Day immediately preceding the Clean-Up Call Redemption Date, for a purchase price in Cash (the "Clean-Up Call Redemption Price") at least equal to the greater of (1) the sum of (a) the Aggregate Principal Amount of the Secured Notes, plus (b) all unpaid interest on the Secured Notes accrued to the date of such redemption (including Cumulative Periodic Rate Shortfall Amounts, if any), plus (c) the aggregate of all other amounts owing by the Issuer on the date of such redemption that are payable in accordance with the Priority of Payments set forth in Section 5.8 prior to distributions in respect of the Subordinated Notes (including, for the avoidance of doubt, the Subordinated Fee Note Make-Whole), minus (d) the Balance of the Eligible Investments in the Collection Account and (2) the Market Value of such Collateral being purchased, and (ii) the receipt by the Trustee from the Collateral Manager, prior to such purchase, of certification from the Collateral Manager that the sum so received satisfies clause (i). Upon receipt by the Trustee of the certification referred to in the preceding sentence, the Trustee (pursuant to written direction from the Issuer) and the Issuer shall take all actions necessary to sell, assign and transfer the Collateral to the Collateral Manager or such other Person upon payment in immediately available funds of the Clean-Up Call Redemption Price. The Trustee shall deposit such payment into the Collection Account.

(c) Upon receipt from the Collateral Manager of a direction in writing to effect a Clean-Up Call Redemption, the Issuer shall set the Clean-Up Call Redemption Date and the Record Date for any redemption pursuant to this Section and give written notice thereof to the Trustee, the Collateral Manager and the Rating Agencies not later than fifteen (15) Business Days prior to the proposed Clean-Up Call Redemption Date.

(d) Any notice of Clean-Up Call Redemption may be withdrawn by the Issuer up to the fourth Business Day prior to the scheduled Clean-Up Call Redemption Date by written notice to the Trustee, the Rating Agencies, each Hedge Counterparty and the Collateral Manager only if amounts equal to the Clean-Up Call Redemption Price are not received in full in immediately available funds by the fifth Business Day immediately preceding the Clean-Up Call Redemption Date. Notice of any such withdrawal of a notice of Clean-Up Call Redemption shall be given by the Trustee at the expense of the Issuer to each Holder of Notes to be redeemed at such Holder's address in the Note Register, by overnight courier guaranteeing next day delivery not later than the third Business Day prior to the scheduled Clean-Up Call Redemption Date. The Trustee shall also arrange for notice of such withdrawal to be delivered to ~~the Irish Stock Exchange~~ Euronext Dublin so long as any Notes are listed thereon and so long as the guidelines of such exchange so require.

(e) On the Clean-Up Call Redemption Date, the Clean-Up Call Redemption Price shall be distributed pursuant to the Priority of Payments with respect to Redemption Dates set forth in Section 11.1.

9.11 Optional Redemption of Secured Notes Using Additional Notes or Secured Loans.

Any Class of Secured Notes may be redeemed in whole, but not in part, on any Business Day occurring after the Non-Call Period from Refinancing Proceeds at the written direction of a Majority of the Subordinated Notes, which direction shall be given so as to be received by the Issuer, the Trustee and the Collateral Manager not later than 30 days (unless a shorter time period is acceptable to the Trustee and the Collateral Manager) prior to the proposed Redemption Date (any such redemption, a "Partial Redemption by Refinancing"); provided that the terms of such Refinancing and any financial institutions acting as lenders thereunder or purchasers thereof must be acceptable to a Majority of the Subordinated Notes and the Collateral Manager and such Refinancing otherwise satisfies the conditions described in the next paragraph.

The Issuer shall obtain Refinancing in connection with a Partial Redemption by Refinancing only if (i) the aggregate principal amount of any tranche of obligations providing the Refinancing is equal to the aggregate principal amount of the applicable Class of Secured Notes being redeemed, (ii) the spread over LIBOR of the refinancing obligations does not exceed the spread over LIBOR of the related refinanced Class, (iii) on the Redemption Date for such Refinancing, the sum of (A) the Refinancing Proceeds, (B) the Further Advances (if any) made in connection with the Refinancing, (C) the amount in the Supplemental Interest Reserve Account which the Trustee has been directed pursuant to Section 10.2(m) to apply to pay expenses of a Refinancing, and (D) the amount of Collateral Interest Collections on deposit in the Interest Collection Account in excess of the aggregate amount of Collateral Interest Collections which would be paid by application of the Priority of Payments on such Redemption Date prior to clause (xxiv) of the Interest Priority of Payments, shall be in an amount equal to the amount required to pay the Redemption Price with respect to the Class(es) of Secured Notes to be redeemed (other than accrued interest on such Secured Notes for which there are sufficient Collateral Interest Collections on deposit in the Interest Collection Account to pay such interest on the Redemption Date in accordance with the Priority of Payments) and all accrued and unpaid Administrative Expenses (regardless of the Expense Cap) incurred in connection with such Refinancing ("Refinancing Expenses"), including the reasonable fees, costs, charges and expenses incurred by the Trustee, arrangers and counsel (including reasonable attorneys' fees and expenses) in connection with such Refinancing notwithstanding the provisions of Section 6.7, (iv) the agreements relating to the Refinancing contain limited recourse and non-petition provisions equivalent to those contained in Section 2.7(k) and Section 5.4(c), (v) each class of obligations providing the Refinancing is subject to the Priority of Payments and does not rank higher in priority pursuant to the Priority of Payments than the Class of Secured Notes being refinanced by such class of obligations, (vi) the voting rights, consent rights, redemption rights and all other rights of each class of obligations providing the Refinancing are the same as the rights of the corresponding Class of Secured Notes being refinanced by such class of obligations, (vii) the Issuer provides notice to each Rating Agency with respect to such Partial Redemption by Refinancing, (viii) any new Notes issued pursuant to the Partial Redemption by Refinancing have the same Stated Maturity Date as the Secured Notes Outstanding prior to such Refinancing, (ix) such Refinancing is effected only through the issuance of new notes and not the sale of any Collateral Debt Obligations, (x) the sum of the amounts in subclauses (B), (C) and (D) of clause (iii) is at least equal to the Refinancing Expenses and (xi) the ~~Sponsor would be in compliance with the Risk Retention Rules (as determined by the Collateral Manager in its sole discretion,~~

~~which determination may be based on an Opinion of Counsel) after giving effect to~~ Collateral Manager and, if the Retention Holder Approval Condition is applicable, the Retention Holder provide prior written consent (provided that such consent of the Collateral Manager or the Retention Holder, as applicable, may be withheld only if the Collateral Manager or the Retention Holder, as applicable, notifies the Issuer in writing that the Collateral Manager or the Retention Holder, as applicable, has determined in good faith that such Partial Redemption by Refinancing (x) would result in non-compliance or a material risk of non-compliance with any risk retention regulation that is then applicable to the Collateral Manager or the Retention Holder, as applicable, or their respective Affiliates or (y) would increase the obligations of the Collateral Manager or the Retention Holder, as applicable, or their respective Affiliates in complying with any such risk retention regulation); provided that, unless it consents to do so in its sole discretion, none of the Collateral Manager, any Affiliate thereof or any ~~other~~ Sponsor shall be required to purchase any Notes or any other obligation of the Issuer in connection with such Partial Redemption by Refinancing. In addition, the terms of the Partial Redemption by Refinancing must be acceptable to both (1) a Majority of the Subordinated Notes and (2) the Collateral Manager. A Refinancing in connection with an Optional Redemption in whole of the Secured Notes will not be subject to the foregoing conditions (but will be required to satisfy the conditions set forth in Section 9.4).

Refinancing Proceeds will not constitute Collateral Interest Collections or Collateral Principal Collections but will be applied directly on the date of such Refinancing pursuant to this Indenture to redeem the Secured Notes being refinanced without regard to the Priority of Payments; provided, that to the extent that any Refinancing Proceeds are not applied to redeem the Secured Notes being refinanced, such Refinancing Proceeds (the "Excess Refinancing Proceeds") will be treated as Collateral Principal Collections (subject to Section 9.4(j) and Section 9.4(k)). The Co-Issuers and the Trustee shall enter into a supplemental indenture to the extent necessary to reflect the terms of the Refinancing and no consent for such amendments shall be required from the Holder of any Note other than the Majority of the Subordinated Notes ~~directing the redemption.~~

The Holders of the Subordinated Notes shall not have any cause of action against any of the Co-Issuers, the Collateral Manager ~~or the Trustee, the Trustee or any other Person (and none of the Co-Issuers, the Collateral Manager, the Trustee or any other Person will be liable)~~ for any failure to obtain a Refinancing.

#### 9.12 Re-Pricing of Notes.

(a) On any Business Day after the Non-Call Period, at the direction of a Majority of the Subordinated Notes, the Issuer shall reduce the spread over LIBOR applicable with respect to any Class of Secured Notes (other than ~~the Class X Notes and~~ the Class A-1-R Notes) (such reduction with respect to any such Class of Secured Notes, a "Re-Pricing" and any such Class of Secured Notes subject to a Re-Pricing, a "Re-Priced Class"); provided that the Issuer shall not effect any Re-Pricing unless each condition specified in this Section 9.12 is satisfied with respect thereto. ~~No~~ Except as set forth in the last paragraph of Section 9.12 below, no terms of any Secured Notes other than the Applicable Periodic Rate applicable thereto may be modified or supplemented in connection with a Re-Pricing. In connection with any Re-Pricing,

the Issuer may, subject to approval by a Majority of the Subordinated Notes, engage a broker-dealer (the "Re-Pricing Intermediary") to assist the Issuer in effecting the Re-Pricing.

(b) At least 25 Business Days prior to the Business Day fixed by a Majority of the Subordinated Notes for any proposed Re-Pricing (the "Re-Pricing Date"), the Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, shall deliver a notice in writing (with a copy to the Collateral Manager, the Trustee and each Rating Agency) to each Holder of the proposed Re-Priced Class, which notice shall (i) specify the proposed Re-Pricing Date and the revised spread over LIBOR or range of spreads over LIBOR to be applied with respect to such Class (the "Re-Pricing Rate"), (ii) request each Holder of the Re-Priced Class approve the proposed Re-Pricing or provide a proposed Re-Pricing Rate at which they would consent to such Re-Pricing that is within the range provided, if any, in clause (i) above (such proposal, a "Holder Proposed Re-Pricing Rate"); (iii) request each consenting Holder of the Re-Priced Class to provide the Aggregate Principal Amount of the Re-Priced Class that such Holder is willing to purchase at such Re-Pricing Rate (including within any range provided) specified in such notice (the "Holder Purchase Request") and (iv) specify the price at which Notes of any Holder of the Re-Priced Class that does not approve the Re-Pricing may be sold and transferred pursuant to clause (c) below, which, for purposes of such Re-Pricing, shall be an amount equal to the ~~Aggregate Principal Amount of such Notes, plus accrued and unpaid interest thereon at the Applicable Periodic Rate to but excluding the applicable Re-Pricing Date~~ Redemption Price with respect to such Notes; provided that the Issuer at the direction of the Collateral Manager may extend the Re-Pricing Date or determine the Re-Pricing Rate taking into consideration any Holder Proposed Re-Pricing Rates at any time up to two Business Days prior to the Re-Pricing Date.

(c) In the event any Holder of the Re-Priced Class does not deliver written consent to the proposed Re-Pricing on or before the date which is at least 20 Business Days prior to the proposed Re-Pricing Date, the Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, shall deliver written notice thereof to Holders of the Re-Priced Class that delivered a Holder Purchase Request with a Holder Proposed Re-Pricing Rate that is within the range of spreads over LIBOR proposed by the Re-Pricing Intermediary in clause (b)(i) above, if any, specifying the Aggregate Principal Amount of the Notes of the Re-Priced Class held by all such non-consenting Holders, and shall request each such consenting Holder to provide written notice to the Issuer, the Trustee, the Collateral Manager and the Re-Pricing Intermediary if such consenting Holder would like to purchase all or any portion of the Notes of the Re-Priced Class held by the non-consenting Holders with a Re-Pricing Rate equal to or lower than the Holder Proposed Re-Pricing Rate of such consenting Holder (each such notice, an "Exercise Notice") within five Business Days ~~of~~ after receipt of such notice. In the event that the Issuer receives Exercise Notices with respect to the Aggregate Principal Amount of, or to more than the Aggregate Principal Amount of, the Notes of the Re-Priced Class held by non-consenting Holders, the Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, shall cause the sale and transfer of such Notes, without further notice to the non-consenting Holders thereof, on the Re-Pricing Date to the Holders delivering Exercise Notices with respect thereto, pro rata based on the Aggregate Principal Amount of the Notes such Holders indicated an interest in purchasing pursuant to their Exercise Notices (adjusted to reflect minimum authorized denomination requirements). In the event that the Issuer receives Exercise Notices with respect to less than the Aggregate Principal Amount of the Notes of the Re-Priced Class held by non-consenting

Holder, the Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, shall cause the sale and transfer of such Notes, without further notice to the non-consenting Holders thereof, on the Re-Pricing Date to the Holders delivering Exercise Notices with respect thereto, and any excess Notes of the Re-Priced Class held by non-consenting Holders shall be sold to a transferee designated by the Re-Pricing Intermediary on behalf of the Issuer. All sales of Notes to be effected pursuant to this clause (c) shall be made at the Redemption Price with respect to such Notes, and shall be effected only if the related Re-Pricing is effected in accordance with the provisions hereof. The Holder of each Note, by its acceptance of an interest in the Notes, agrees (i) to sell and transfer its Notes in accordance with this Section 9.12 and agrees to cooperate with the Issuer, the Re-Pricing Intermediary and the Trustee to effect such sales and transfers, and (ii) that the Issuer shall have the right without further notice to, or consent of, a non-consenting Holder to transfer a non-consenting Holder's Note to a Holder delivering an Exercise Notice or to a transferee designated by the Re-Pricing Intermediary. Notwithstanding anything to the contrary in this Section 9.12, if the Collateral Manager determines that it must comply with the U.S. Risk Retention Regulations in connection with a Re-Pricing, the Issuer shall cause a percentage of the principal amount of each Re-Priced Class to be sold to the Collateral Manager (or its designee) if the Collateral Manager has given notice to the Issuer that it intends to comply in part or in whole with the U.S. Risk Retention Regulations by purchasing such Re-Priced Class in connection with the Re-Pricing, which percentage shall be equal to the percentage determined by the Collateral Manager, in its sole discretion, to be necessary for the Collateral Manager to comply with the U.S. Risk Retention Regulations. The Issuer, or the Re-Pricing Intermediary on behalf of the Issuer, shall deliver written notice to the Trustee and the Collateral Manager not later than 12 Business Days prior to the proposed Re-Pricing Date confirming that the Issuer has received written commitments to purchase all Notes of the Re-Priced Class held by non-consenting Holders.

(d) The Issuer shall not effect any proposed Re-Pricing unless:

(i) the Co-Issuers and the Trustee shall have entered into a supplemental indenture dated as of the Re-Pricing Date, solely to modify the spread over LIBOR applicable to the Re-Priced Class (and to make changes necessary to give effect to such modification) and to reflect any changes to the definitions of "Non-Call Period" or "Redemption Price" to be made pursuant to the last paragraph of this Section 9.12;

(ii) all Notes of the Re-Priced Class held by non-consenting Holders have been sold and transferred pursuant to clause (c) above;

(iii) each Rating Agency shall have been notified of such Re-Pricing;

(iv) all expenses of the Issuer and the Trustee (including the fees of the Re-Pricing Intermediary and fees of counsel) incurred in connection with the Re-Pricing do not exceed the amount of any Further Advances plus Collateral Interest Collections available after taking into account all amounts required to be paid pursuant to the Interest Priority of Payments with respect to Collateral Interest Collections on the subsequent Payment Date prior to distributions to the Holders of the Subordinated Notes, unless such

expenses shall have been paid or adequately provided for by an entity other than the Issuer or will be paid from the Supplemental Interest Reserve Account; and

(v) the ~~Sponsor would be in compliance with the Risk Collateral Manager and, if the Retention Holder Approval Condition is applicable, the Retention Holder provide prior written consent to such Re-Pricing; provided that such consent of the Collateral Manager or the Retention Holder, as applicable, may be withheld only if the Collateral Manager or the Retention Holder, as applicable, notifies the Issuer in writing that the Collateral Manager or the Retention Rules (Holder, as applicable, has determined by the Collateral Manager in its sole discretion, which determination may be based on an Opinion of Counsel) after giving effect to such Re-Pricing; provided~~ in good faith that such Re-Pricing (x) would result in non-compliance or a material risk of non-compliance with any risk retention regulation that is then applicable to the Collateral Manager or the Retention Holder, as applicable, or their respective Affiliates or (y) would increase the obligations of the Collateral Manager or the Retention Holder, as applicable, or their respective Affiliates in complying with any such risk retention regulation; provided further that, unless it consents to do so in its sole discretion, none of the Collateral Manager, any Affiliate thereof or any ~~other~~ Sponsor shall be required to purchase any Notes in connection with such Re-Pricing.

The Co-Issuers and the Trustee may enter into the supplemental indenture referred to in clause (i) above (and, if applicable, to accommodate a Risk Retention Issuance in connection with the Re-Pricing) without obtaining any consent from Noteholders or complying with Article 8 hereof.

(e) The Trustee shall be entitled to receive, and (subject to Sections 6.1 and 6.3(a) hereof) shall be fully protected in relying upon an Opinion of Counsel stating that the Re-Pricing is authorized and permitted by this Indenture and that all conditions precedent thereto have been complied with. The Trustee may request and rely on an Issuer Order providing direction and any additional information requested by the Trustee in order to effect a Re-Pricing in accordance with this Section 9.12.

(f) Notice of Re-Pricing shall be given by the Trustee on behalf of and at the expense of the Issuer not less than 10 Business Days prior to the proposed Re-Pricing Date to each Holder of Notes of the Re-Priced Class (with a copy to the Collateral Manager and the Rating Agencies) specifying the applicable Re-Pricing Date and Re-Pricing Rate. Failure to give a notice of Re-Pricing, or any defect therein, to any Holder of any Re-Priced Class shall not impair or affect the validity of the Re-Pricing or give rise to any claim based upon such failure or defect.

Any notice of a Re-Pricing may be withdrawn by a Majority of the Subordinated Notes on or prior to the fourth Business Day prior to the scheduled Re-Pricing Date by written notice to the Issuer, the Trustee, and the Collateral Manager for any reason. Upon receipt of such notice of withdrawal, the Trustee shall send such notice to the Holders of Notes and each Rating Agency. Notwithstanding anything to the contrary herein, the failure to effect a Re-Pricing, whether or not the notice of Re-Pricing has been withdrawn, will not constitute an Event of Default and the Holders and beneficial owners of the Notes will not have any cause of action against the Co-Issuers, the Collateral Manager, the Collateral Administrator or the Trustee for any failure to complete a Re-Pricing.

The Trustee shall have the authority to take such actions as may be directed by the Issuer as the Issuer (or the Re-Pricing Intermediary on behalf of the Issuer) shall deem necessary or desirable to effect a Re-Pricing.

In connection with a Re-Pricing (x) the Non-Call Period for the Re-Priced Class may be extended at the direction of the Collateral Manager (subject to the prior written consent of a Majority of the Subordinated Notes) prior to such Re-Pricing and/or (y) the definition of "Redemption Price" may be revised, at the written direction of the Collateral Manager and with the written consent of a Majority of the Subordinated Notes, to reflect any agreed upon make-whole payments for the applicable Re-Priced Class, in each case pursuant to a supplemental indenture entered into in accordance with Article 8.

## 10. ACCOUNTS, ACCOUNTINGS AND RELEASES

### 10.1 Collection of Money.

Except as otherwise expressly provided herein, the Trustee may demand payment or delivery of, and shall receive and collect, directly and without intervention or assistance of any fiscal agent or other intermediary, all Money and other property payable to or receivable by the Trustee pursuant to this Indenture, including all payments due on the Pledged Obligations included in the Trust Estate, in accordance with the terms and conditions of such Pledged Obligations. The Trustee shall segregate and hold all such Money and property received by it in trust for the Holders of the Secured Notes and shall apply it as provided in this Indenture.

The accounts established by the Trustee pursuant to this Article 10 may include any number of sub-accounts requested by the Collateral Manager or the Issuer for convenience in administering Collateral Debt Obligations. In addition, all Cash deposited in the Accounts shall be invested only in Eligible Investments in accordance with the procedures set forth in Section 10.2(b) or Collateral Debt Obligations in accordance with Article 12, in each case subject to any restrictions applicable to such Accounts.

Each Account shall be established and maintained (a) with (a) a federal or state-chartered depository institution which (1) satisfies the Fitch Eligible Counterparty Ratings, and if such institution no longer satisfies the Fitch Eligible Counterparty Ratings, then the assets held in such Account shall be moved within 30 calendar days to another institution that satisfies the Fitch Eligible Counterparty RatingRatings, and (2) has a short-term ratingsdebt rating of at least "P-1" by Moody's (or a long-term ratingsunsecured debt rating of at least "A2" by Moody's-if such institution has no short-term rating), and if such institution-no longer satisfies the Fitch-Eligible Counterparty Rating or such institution's short-term rating falls below "P-1" by Moody's (orand its long-term unsecured debt rating falls below "A2" by Moody's-if such institution has no short-term rating), then the assets held in such Account shall be moved within 30 calendar days to another institution that satisfies the Fitch Eligible Counterparty Rating and haswith a short-term ratingsrating of at least "P-1" by Moody's (or a long-term ratingsunsecured debt rating of at least "A2" by Moody's-if such institution has no short-term rating) or (b), (b) other than in the case of Accounts to which Cash is credited, in segregated trust accounts with the corporate trust department of a federal or state-chartered deposit institution that satisfies the Fitch Eligible Counterparty RatingRatings and has a long-term rating of at least "A2Baa3" by Moody's and is

subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the Code of Federal Regulation Section 9.10(b) ~~in segregated trust accounts~~; and if such institution's long-term rating falls below "~~A2Baa3~~" by Moody's or ~~such institution no longer satisfies~~ fails to satisfy the Fitch Eligible Counterparty Rating Ratings, the assets held in such Account shall be moved within 30 calendar days to another institution ~~that satisfies the Fitch Eligible Counterparty Rating and has a with~~ long-term ~~rating of at least "A2" by Moody's ratings of at least "Baa3" by Moody's and which satisfies the Fitch Eligible Counterparty Ratings or (c) if the institution where an Account is maintained pursuant to clause (a) or (b) above is subsequently downgraded such that the requirements in clause (a) or (b), as the case may be, are not satisfied, then the applicable Account may continue to be maintained with such institution if the Fitch Rating Condition is satisfied (if the downgrade resulted in the Fitch Eligible Counterparty Ratings not being satisfied) and the Moody's Rating Condition is satisfied (if the downgrade resulted in the applicable Moody's requirements not being satisfied). Such institution shall have a combined capital and surplus of at least U.S.\$200,000,000. To avoid the consolidation of the Collateral of the Issuer with the general assets of the Bank under any circumstances, the Trustee shall comply, and shall cause the Custodian to comply, with all law applicable to it as a ~~national~~ bank with trust powers holding segregated trust assets in a fiduciary capacity.~~

10.2 Accounts; Collection Account; Unused Proceeds Account; Loan Funding Account; ~~Class X Notes Account~~; Custodial Account; Interest Reserve Account; Supplemental Interest Reserve Account; Expense Reserve Account.

(a) The Trustee shall, on or prior to the Closing Date, establish segregated, non-interest bearing trust accounts with the Custodian which shall be designated the "Interest Collection Account" and the "Principal Collection Account" which shall be in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement. The Trustee may establish any number of sub-accounts within each Account for the convenience in administration of the Trust Estate or shall establish sub-accounts at the request of the Issuer or the Collateral Manager.

(i) The Trustee shall from time to time deposit into the Collection Account (A) all Collections (other than Collateral Principal Collections received in respect of Collateral Debt Obligations during the Ramp-Up Period), (B) all amounts required to be deposited pursuant to Sections 10.2(j) and 10.3(d) hereof, (C) all funds remaining in the Unused Proceeds Account after the Ramp-Up End Date and (D) all amounts required to be deposited pursuant to ~~clause (xxi) of~~ the Interest Priority of Payments or ~~clause (xiv) of~~ the Principal Priority of Payments.

(ii) All Money deposited from time to time in the Collection Account pursuant to this Indenture shall be held by the Trustee as part of the Trust Estate and shall be applied in the manner set forth herein.

(b) Upon a Collateral Manager Order (which may be in the form of standing instructions) or, after the occurrence of an Event of Default, only upon direction of a Majority of the Controlling Class, at any time and from time to time (whether during or after the Reinvestment Period), any portion of the Money in any Account in excess of U.S.\$10,000 shall be invested by the Trustee as directed in such Collateral Manager Order (or by a Majority of the



Controlling Class, if applicable) in one or more Eligible Investments which mature on or before the sooner of two (2) days or one Business Day prior to the next occurring Payment Date. If, prior to the occurrence of an Event of Default, the Collateral Manager shall not have given directions pursuant to this Section 10.2(b) with respect to any amounts in excess of such sum for five (5) consecutive days, the Trustee shall seek instructions from the Issuer. If the Trustee does not thereupon receive instructions within three (3) Business Days or if, after the occurrence of an Event of Default, a Majority of the Controlling Class shall not have given directions pursuant to this Section 10.2(b) with respect to any amounts in excess of U.S.\$10,000 for five (5) consecutive days, the Trustee shall invest and reinvest such Money as fully as practicable in investments described in clause (eii) of the definition of "Eligible Investments" and maturing not later than the earliest of (i) thirty (30) days after the date of such investment, (ii) the Business Day prior to the next Payment Date or (iii) one day after the date of such investment, in the event of investments made in Eligible Investments after the occurrence of an Event of Default. Funds unclaimed hereunder shall be invested in such Eligible Investments as are described in clause (eii) of the definition thereof and, in the case of unclaimed funds, shall mature on the Business Day preceding each annual anniversary of the last occurring Payment Date until paid over to the Issuer.

(c) On or before the Closing Date, the Trustee shall establish an account with the Custodian designated as the "Unused Proceeds Account", which shall be in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement, into which shall be deposited the Unused Proceeds and Collateral Principal Collections received from time to time by the Issuer in respect of Collateral Debt Obligations during the Ramp-Up Period. Notwithstanding anything to the contrary herein, the funds in such account will not be included in Available Funds for any Payment Date during the Ramp-Up Period. For the avoidance of doubt, for purposes of calculating the Principal Coverage Amount, the Balance of Eligible Investments in the Unused Proceeds Account shall be treated as Eligible Investments in the Collection Account that represent Collateral Principal Collections in the Trust Estate on the date of determination and such Balance shall be included in clause (b) of the Principal Coverage Amount. Immediately following the Ramp-Up Period and the occurrence of either a Ramp-Up Rating Confirmation or a Ramp-Up Confirmation Failure, the Trustee shall withdraw any remaining funds in the Unused Proceeds Account and deposit such funds into the Principal Collection Account or, in the case of the Excess Ramp-Up Proceeds, the Interest Collection Account.

(d) The Trustee shall, on or prior to the Closing Date, establish a segregated, non-interest bearing trust account with the Custodian which shall be designated as the "Loan Funding Account", which shall be in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement. The Issuer may, by Issuer Order executed by an Authorized Officer of the Collateral Manager (which may be in the form of standing instructions), direct the Trustee to, and upon receipt of such Issuer Order the Trustee shall, invest all funds received in the Loan Funding Account as so directed in Eligible Investments maturing on the next Business Day. All interest and other income from such investments shall be deposited in the Collection Account, any gain realized from such investments shall be credited to the Collection Account and any loss resulting from such investments shall be charged to the Collection Account. Funds in the Loan Funding Account shall be available solely to fund (i) any draw-downs (to the extent of Unfunded

Commitments) on Revolving Loans included in the Collateral Debt Obligations, and (ii) any Unfunded Commitments of the Issuer under any Delayed Funding Loans included in the Collateral Debt Obligations ~~and (iii) any Unfunded Commitments of the Issuer under any Letters of Credit included in the Collateral Debt Obligations~~, and only funds in the Loan Funding Account shall be used for such purposes. Upon the purchase of any Initial Collateral Debt Obligation, Substitute Collateral Debt Obligation or Additional Collateral Debt Obligation that is a Revolving Loan or a Delayed Funding Loan, funds will be deposited, and at all times funds will be maintained, in the Loan Funding Account such that the amount of funds on deposit in the account will be equal to 100% of the combined aggregate principal amounts of the Unfunded Commitments. All distributions in respect of principal payable under any Revolving Loan received by the Trustee shall be immediately deposited into the Loan Funding Account but only up to the amount of the Unfunded Commitment thereunder. Upon the sale or maturity of a Revolving Loan or a Delayed Funding Loan, any funds in the Loan Funding Account in excess of the amount needed to cover any Unfunded Commitments on all remaining Revolving Loans, and Delayed Funding Loans ~~and Letters of Credit~~ will be transferred as directed by the Collateral Manager to the Collection Account and treated as Sale Proceeds or, during the Ramp-Up Period, to the extent such funds represent Collateral Principal Collections, transferred to the Unused Proceeds Account. The Trustee agrees to give the Co-Issuers immediate notice if it receives written notice from any third party that the Loan Funding Account or any funds on deposit therein, or otherwise to the credit of the Loan Funding Account, shall become subject to any writ, order, judgment, warrant of attachment, execution or similar process.

~~(e) — The Trustee shall, on or prior to the Closing Date, establish a segregated, non-interest bearing trust account with the Custodian which shall be designated as the "Class X Notes Account", which shall be in the name of the Issuer, subject to the lien of the Trustee as entitlement holder in trust for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement. The Trustee shall immediately upon receipt deposit in the Class X Notes Account the proceeds received for the Class X Notes. On the Calculation Date preceding the first Payment Date, all amounts in the Class X Notes Account will be withdrawn and deposited into the Collection Account and treated as Collateral Interest Collections, and the Trustee will close the Class X Notes Account. Eligible Investments in the Class X Notes Account must mature no later than the Business Day immediately preceding such Payment Date and earnings on such Eligible Investments will be credited to the Collection Account and treated as Collateral Interest Collections.~~

(e)     ~~(f)~~ [Reserved]

(f)     ~~(g)~~ [Reserved]

(g)     ~~(h)~~ [Reserved]

(h)     [Reserved]

(i)     Upon Collateral Manager Order and subject to the applicable provisions of ~~Sections 12.3 and 12.4 hereof~~, Article 12, on any Business Day all or a portion of the Collections on deposit therein shall be released from the Collection Account and applied by the Trustee in accordance with such Collateral Manager Order to the payment for one or more

specified Substitute Collateral Debt Obligations ~~purchased in accordance with the provisions of Sections 12.2, 12.4 and 12.2(b) hereof~~ or one or more Additional Collateral Debt Obligations ~~purchased in accordance with the provisions of Section 12.3 hereof~~.

(j) The Issuer may, by Issuer Order, direct the Trustee to, and upon receipt of such Issuer Order the Trustee shall, pay on any Business Day other than a Payment Date any Administrative Expenses out of Available Funds in the Collection Account in accordance with the requirements of such Issuer Order; provided, however, that such payments in the aggregate may not exceed for any Due Period the amounts permitted to be paid pursuant to the proviso to clause (i) of the Interest Priority of Payments or the corresponding payment provision of Section 5.8, as applicable, on the following Payment Date for all payments made during such Due Period on a date other than the related Payment Date.

(k) The Trustee shall, on or prior to the Closing Date, cause to be established a securities account on the books and records of the Custodian which shall be designated as the "Custodial Account" which shall be in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement. The Trustee agrees to give the Co-Issuers and the Collateral Manager immediate notice if it receives written notice from any third party that the Custodial Account or any assets or securities on deposit therein, or otherwise to the credit of the Custodial Account, shall become subject to any writ, order, judgment, warrant of attachment, execution or similar process received by the Trustee or of which it has actual knowledge. The Co-Issuers shall not have any legal, equitable or beneficial interest in the Custodial Account other than in accordance with Section 3.4 hereof.

(l) On or before the Closing Date, the Trustee shall cause to be established a trust account on the books and records of the Custodian designated as the "Interest Reserve Account", which shall be in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement. The Trustee shall, on the Closing Date, deposit into the Interest Reserve Account an amount equal to approximately U.S.\$1,130,500. Funds held in the Interest Reserve Account shall be invested by the Trustee, as directed in writing by the Issuer or the Collateral Manager, in Eligible Investments and shall be included in the Collateral Coverage Tests described herein. Eligible Investments in the Interest Reserve Account shall mature on or before the Business Day prior to the next subsequent Payment Date. On (i) the Initial Payment Date, if a Ramp-Up Rating Confirmation has occurred or if the Collateral Manager determines that it is necessary to avoid a Periodic Rate Shortfall Amount or an Event of Default due to non-payment of interest on the Senior Notes, and (ii) otherwise, on the second Payment Date, the Trustee shall withdraw any funds in the Interest Reserve Account and shall deposit such funds, at the direction of and in the sole discretion of the Collateral Manager, into the Collection Account as Collateral Interest Collections or Collateral Principal Collections for distribution on such Payment Date; *provided*, that an amount of up to \$1,130,500 may, at the direction of and in the sole discretion of the Collateral Manager, be withdrawn from the Interest Reserve Account on any Business Day prior to the second Payment Date and deposited into the Collection Account as Collateral Principal Collections; *provided, further*, that no funds shall be withdrawn from the Interest Reserve Account and deposited into the Collection Account as Collateral Principal Collections if a

Periodic Rate Shortfall Amount shall exist. On the date on which no funds remain in the Interest Reserve Account, the Trustee shall close the Interest Reserve Account.

(m) On or before the Closing Date, the Trustee will cause to be established a trust account on the books and records of the Custodian designated as the "Supplemental Interest Reserve Account". At the direction of a Majority of the Outstanding Subordinated Notes to the Collateral Manager to make such an election on behalf of the Issuer, the Issuer will from time to time on any Payment Date deposit in the Supplemental Interest Reserve Account Collateral Interest Collections available for such purpose in accordance with the Priority of Payments. Amounts in the Supplemental Interest Reserve Account will be invested in Eligible Investments that will mature on or before the Business Day prior to the next Payment Date. On any Business Day on which an amount is standing to the credit of the Supplemental Interest Reserve Account, the Issuer or the Collateral Manager (at the direction of a Majority of the Outstanding Subordinated Notes) may direct the Trustee to withdraw such amount from the Supplemental Interest Reserve Account for application as Collateral Interest Collections and/or Collateral Principal Collections, to pay the expenses of a Re-Pricing or a Refinancing or in order to acquire Secured Notes.

(n) All Accounts and subaccounts thereof established under or pursuant to this Indenture shall be non-interest bearing.

(o) The obligations purchased with the Money in each Account shall be deemed a part of such Account, and the amount of Money credited to such Account (including the aforesaid obligations) shall be deemed to be the aggregate Balance of such obligations. Monthly statements of the earnings or losses, disbursements and deposits and any other changes in the fund balances shall be submitted by the Trustee to the Issuer and the Collateral Manager.

(p) If at any time it shall become necessary that some or all of the Eligible Investments purchased with the Money in any Account be redeemed or sold in order to raise Money necessary to comply with the provisions of this Indenture, the Trustee shall so redeem or sell such Eligible Investments as directed by the Collateral Manager or as specifically set forth in this Indenture; provided that the Trustee provides notice of such redemption or sale to the Issuer and the Collateral Manager.

(q) All income or other gain from investments of Money deposited in any Account shall be deposited by the Trustee in such Account (or such other Account as expressly provided by the terms of this Indenture) immediately upon receipt, and any loss resulting from such investments shall be charged to such Account (or such other Account as expressly provided by the terms of this Indenture). The Trustee shall not in any way be held liable by reason of any insufficiency in any Account resulting from any loss on any Eligible Investment included therein, except as expressly provided in Section 6.6.

(r) Notwithstanding anything contained herein, the Trustee hereby agrees that, with respect to each of the Accounts, it will require the Custodian and each other Securities Intermediary establishing such Account to enter into an agreement substantially in the form of the Account Control Agreement whereby each such Securities Intermediary agrees that it will (i) treat the Trustee as entitled to exercise the rights that comprise the Financial Assets

credited to the Accounts, as applicable; (ii) act only on entitlement orders and other instructions originated by the Trustee (without further consent by the Issuer) ~~or the Issuer~~; (iii) not agree, ~~subject to clause (ii) above~~, with any Person to act on entitlement orders or other instructions by any Person other than the Trustee ~~or the Issuer~~; (iv) treat each item of property credited to such Account as a Financial Asset for purposes of the UCC; and (v) agree that the "Securities Intermediary Jurisdiction" as defined in the UCC shall be the law of the State of New York. Without limiting the foregoing, the parties hereto agree to take such different or additional action, including the execution and delivery of any amendment, as the Trustee (in accordance with Section 7.6) may reasonably request in order to maintain the perfection and priority of the security interest of the Trustee in the event of any change in applicable law or regulation, including Articles 8 and 9 of the UCC.

(s) All Collateral Principal Collections received after the Ramp-Up End Date other than (i) Collateral Principal Collections which have immediately thereafter been reinvested in Substitute Collateral Debt Obligations or (ii) Excess Ramp-Up Proceeds designated as Collateral Interest Collections by the Collateral Manager, shall be deposited into the Principal Collection Account upon receipt; provided that (A) if such distributions or other proceeds are Tax Sensitive Collateral Obligations, the Issuer may transfer such Tax Sensitive Collateral Obligations and/or any Collateral Debt Obligation yielding such proceeds to a Permitted Subsidiary; and (B) on the first Calculation Date after the Ramp-Up End Date, the Trustee shall deposit (at the direction of the Collateral Manager) into the Interest Collection Account as Collateral Interest Collections [on or prior to the second Payment Date,] such amounts on deposit in the Principal Collection Account designated by the Collateral Manager, in its sole discretion, subject to the satisfaction of the Ramp-Up Interest Deposit Restriction. The Collateral Manager may, on behalf of the Issuer, by delivery to the Trustee of a Collateral Manager Request, direct the Trustee to, and upon receipt of such Collateral Manager Request the Trustee shall, withdraw Collateral Principal Collections on deposit in the Principal Collection Account and invest such withdrawn amounts in Collateral Debt Obligations as permitted under this Indenture (including, in the case of the initial acquisition of any Collateral Debt Obligation, in accordance with the requirements of Article 12 hereof).

Notwithstanding anything to the contrary in this Indenture, on the Amendment Date, the Trustee shall withdraw from Collateral Principal Collections on deposit in the Principal Collection Account an amount equal to a portion of the excess of the Aggregate Collateral Balance over the Target Par Amount (which portion shall be specified in writing to the Trustee by the Issuer) and apply such amount to the payment of Refinancing Expenses on the Amendment Date. For purposes of calculating the Aggregate Collateral Balance in the preceding sentence, Defaulted Obligations shall be treated as having a Principal Balance equal to the Defaulted Obligation Amount.

(t) All Collateral Interest Collections shall be deposited into the Interest Collection Account; provided that if such distributions or other proceeds are Tax Sensitive Collateral Obligations, the Issuer may transfer such Tax Sensitive Collateral Obligations and/or any Collateral Debt Obligation yielding such proceeds to a Permitted Subsidiary. The Collateral Manager may direct the Trustee to withdraw Collateral Interest Collections from the Interest Collection Account in accordance with this Indenture by a Collateral Manager Request. Collateral Interest Collections shall not be used to purchase

Collateral Debt Obligations; provided that Collateral Interest Collections shall be used to invest in Additional Collateral Debt Obligations (or, pending such investment, to purchase Eligible Investments) upon the occurrence of a Ramp-Up Confirmation Failure (or following a failure of the Interest Diversion Test, with respect to Collateral Interest Collections deposited in the Principal Collection Account) as directed by the Collateral Manager. In addition, Available Funds representing Collateral Interest Collections may also be used during the Reinvestment Period towards the purchase of accrued interest on Substitute Collateral Debt Obligations. Upon the occurrence of a Ramp-Up Confirmation Failure, the Collateral Manager may, on behalf of the Issuer, by delivery to the Trustee of a Collateral Manager Request, direct the Trustee to, and upon receipt of such Collateral Manager Request the Trustee shall, withdraw Collateral Interest Collections on deposit in the Interest Collection Account in an amount equal to the amount required by clause (xxii) of the Interest Priority of Payments or clause (xiv) of the Principal Priority of Payments, as applicable, and invest such amounts withdrawn from the Interest Collection Account in Collateral Debt Obligations as directed by the Collateral Manager.

(u) Except as otherwise expressly provided herein, the Trustee shall have no obligation to invest or reinvest any funds in any Accounts under this Article 10 in the absence of timely written direction and shall not be liable for the selection of investments or for investment losses incurred thereon.

(v) [Reserved]

(w) On or before the Closing Date, the Trustee shall cause to be established a trust account on the books and records of the Custodian designated as the "Expense Reserve Account", which shall be in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement. The Trustee shall, on the Closing Date, deposit into the Expense Reserve Account a portion of the proceeds (in an amount determined by the Issuer on the Closing Date) of the net proceeds of the Notes. Funds held in the Expense Reserve Account shall be invested by the Trustee, as directed in writing by the Issuer or the Collateral Manager, in Eligible Investments and shall be included in the Collateral Coverage Tests described herein. Eligible Investments in the Expense Reserve Account shall mature on or before the Business Day prior to the next subsequent Payment Date. At any time on or prior to the second Payment Date, at the direction of the Collateral Manager on behalf of the Issuer, withdrawals may be made from the Expense Reserve Account to pay organizational and other expenses incurred in connection with the issuance of the Notes that remain unpaid on the Closing Date. On or prior to the second Payment Date, at the direction of and in the sole discretion of the Collateral Manager, the Trustee shall withdraw any funds in the Expense Reserve Account and deposit such funds into the Collection Account as Collateral Interest Collections or Collateral Principal Collections for distribution on the next Payment Date, provided that the Collateral Manager reasonably believes such funds are not necessary to pay any remaining closing expenses.

### 10.3 Release of Collateral Debt Obligations.

(a) Subject to Article 12 hereof, the Collateral Manager may, by Collateral Manager Order delivered to the Trustee at least five (5) Business Days prior to the settlement date set for the sale of a Collateral Debt Obligation and certifying that it has

determined that such Collateral Debt Obligation has become a Credit Risk Obligation, a Credit Improved Obligation, a Defaulted Obligation, an Equity Security or a Collateral Debt Obligation in respect of which a Tax Event has occurred or is to otherwise be sold pursuant to Section 12.1 hereof and in each case that the sale of such Collateral Debt Obligation is in compliance with Section 12.1 and Section 12.4 hereof (if applicable), direct the Trustee to release from the lien of this Indenture the Collateral Debt Obligation or Collateral Debt Obligations specified in such Collateral Manager Order, as required by Article 12, and, upon receipt of such Collateral Manager Order, the Trustee shall release such Collateral Debt Obligations from such lien in accordance with the Collateral Manager Order, in each case against receipt of Sale Proceeds therefor.

(b) Subject to the provisions of Article 12 hereof, the Collateral Manager may, by Collateral Manager Order delivered to the Trustee on or before the date set for redemption or payment in full of a Collateral Debt Obligation and certifying that such Collateral Debt Obligation to be released is being redeemed or paid in full, direct the Trustee to release from the lien of this Indenture such Collateral Debt Obligation in accordance with such Collateral Manager Order, in each case against receipt of the proceeds of the redemption price therefor or payment in full thereof.

(c) Subject to the provisions of Article 12 hereof, the Collateral Manager may, by Collateral Manager Order delivered to the Trustee on or before the date set for an exchange, tender or sale of a Collateral Debt Obligation, certifying that such Collateral Debt Obligation is subject to an Offer, ~~is being disposed of in an Exchange Transaction or is being swapped for a Swapped Defaulted Obligation~~ and setting forth in reasonable detail the procedure for response to such Offer ~~or the procedure for such sale, purchase, swap and/or exchange in connection with an Exchange Transaction or a swap for a Swapped Defaulted Obligation~~, direct the Trustee to release from the lien of this Indenture such Collateral Debt Obligation in accordance with such Collateral Manager Order, in each case against receipt of payment and/or exchange therefor.

(d) The Trustee shall deposit in the Principal Collection Account or the Interest Collection Account, as applicable, (x) all proceeds received by it from the disposition of a Collateral Debt Obligation (other than Collateral Principal Collections received in respect of Collateral Debt Obligations during the Ramp-Up Period), (y) all Reinvestment Income with respect to such Collection Account and (z) all proceeds received by it from the disposition of an Eligible Investment in such Collection Account.

(e) The Trustee shall, upon receipt of a Collateral Manager Order at such time as there are no Secured Notes Outstanding and all obligations of the Issuer to the Secured Parties under or pursuant to this Indenture have been satisfied, release the Trust Estate from the lien of this Indenture.

(f) Upon receipt of an Issuer Order certifying that a transfer of Tax Sensitive Collateral Obligations to a Permitted Subsidiary is being made in accordance with Section 7.5 herein and that all applicable requirements of Section 7.5 have been or will be satisfied, the Trustee shall release from the lien of this Indenture any such assets being transferred pursuant to Section 7.5 and deliver such assets to such Permitted Subsidiary.

#### 10.4 Reports by Trustee.

(a) Upon the receipt of a written request, the Trustee shall supply to the Issuer, the Collateral Manager, the Initial Purchaser, each Hedge Counterparty, at least two (2) days prior to the date required hereunder for delivery of each Note Valuation Report and each Monthly Report all information that is in the possession of the Trustee hereunder with respect to the Pledged Obligations and the Accounts and reasonably required for the preparation of the Note Valuation Report and Monthly Report. Upon receipt thereof, the Trustee shall supply to Intex Solutions, Inc. ("Intex"), Bloomberg L.P. and the Information Agent the Note Valuation Report and the Monthly Report and shall permit Intex and Bloomberg L.P. to access such reports on the Trustee's website and other data files posted on the Trustee's website. The Trustee shall supply in a timely fashion to the Issuer, the Initial Purchaser and the Collateral Manager any other information that the Issuer, the Initial Purchaser, each Hedge Counterparty and/or the Collateral Manager may reasonably request from time to time that is in the possession of the Trustee and required to be provided by Section 10.5 hereof. The Trustee shall promptly forward to the Collateral Manager (on behalf of the Issuer) copies of any and all notices and other writings received by it from the obligor of any Pledged Obligation or from any clearing agency with respect to any Pledged Obligation advising the holders of such obligation of any rights that the holders might have with respect thereto (including notices of calls and redemptions) as well as all periodic financial reports received from such obligors and clearing agencies with respect to such obligors. Nothing in this Section 10.4 shall be construed to impose upon the Trustee any duty to prepare any report or statement which the Issuer is required to prepare or provide under Section 10.5 hereof or to calculate or re-calculate any information required to be set forth in any such report or statement (other than information regularly maintained by the Trustee by reason of its acting as Trustee hereunder) prepared or required to be prepared by the Issuer. Nothing herein shall be construed to obligate the Trustee to disclose any information concerning its business or its operations which it reasonably considers confidential in nature.

(b) Promptly following receipt of any request therefor from the Trustee from time to time and subject to any restrictions in the Underlying Instruments of any Collateral Debt Obligations, the Issuer and the Collateral Manager shall deliver to the Trustee any information in the possession of such Person with respect to the Pledged Obligations or other information reasonably needed to enable the Trustee to perform its obligations under this Indenture, to the extent such information has been reasonably requested in writing by the Trustee. Subject to any restrictions in the Underlying Instruments of any Collateral Debt Obligations, each of the Issuer and Collateral Manager shall forward promptly to the Trustee copies of all notices and other writings received by it from the obligors or issuers of any Pledged Obligations (including notices of calls and redemptions of securities) as well as all periodic financial reports received with respect thereto.

#### 10.5 Accountings.

(a) Monthly. Not later than the 20th day of each month or, if such day is not a Business Day, the immediately succeeding Business Day (excluding any month in which a Payment Date occurs), commencing in the month immediately following the Initial Payment Date, the Issuer shall (or shall cause the Collateral Administrator to) compile and provide to the Trustee, Bloomberg L.P., the Collateral Manager, the Initial Purchaser, each Rating Agency (so



long as any Notes are rated by such Rating Agency), each Hedge Counterparty and the Noteholders or any Certifying Holders (upon request therefor) and (so long as any Notes are listed on ~~the Irish Stock Exchange~~ ~~the Irish Stock Exchange~~ [Euronext Dublin](#) [Euronext Dublin](#) or its agent a monthly report (the "Monthly Report"), which shall contain the following information with respect to the Pledged Obligations included in the Trust Estate, determined as of the last calendar day of the immediately preceding month (the "Report Determination Date") and based in part on information provided by the Collateral Manager:

(i) the Aggregate Principal Amount of the Collateral Debt Obligations in the Trust Estate, the Aggregate Principal Amount of the Initial Collateral Debt Obligations, the Principal Balance of each Collateral Debt Obligation and the annual interest rate, maturity date, obligor, Moody's Industry Classification Group, Moody's Rating and Fitch Rating (unless such rating is based on a credit estimate unpublished by Fitch or such rating is a confidential rating or a private rating by Fitch) of each Collateral Debt Obligation in the Trust Estate; provided, however, that any estimated rating shall be disclosed only as an asterisk noting the date of such estimated rating and the Issuer or the Collateral Manager, as applicable, shall (x) present each such obligation to Moody's for an annual update of such rating estimate and (y) notify Moody's of any material amendment to the Underlying Instruments of any Collateral Debt Obligation for which Moody's has provided a credit estimate; and provided, further, that the Issuer shall use the actual (undisclosed) rating when calculating the Average Debt Rating;

(ii) the Balance of the Eligible Investments in the Collection Account, the Principal Balance of each Eligible Investment in the Collection Account and the annual interest rate, maturity date, rating and obligor of each Eligible Investment in the Trust Estate;

(iii) the nature, source and amount of any Collections in the Collection Account, including Collateral Interest Collections, Collateral Principal Collections and Sale Proceeds (stated separately) received since the later to occur of the last Monthly Report or Note Valuation Report;

(iv) the Principal Balance and identity of each Collateral Debt Obligation that was released for Sale indicating the reason for such Sale and the amount and identity of each Collateral Debt Obligation that was Granted since the later to occur of the last Monthly Report or Note Valuation Report;

(v) the Principal Balance and identity of each Collateral Debt Obligation which became a Defaulted Obligation or an Equity Security since the later to occur of the last Monthly Report or Note Valuation Report, the Principal Balance and identity of each Collateral Debt Obligation which was a Defaulted Obligation or an Equity Security as of the last Monthly Report or Note Valuation Report and which remains as a Defaulted Obligation or Equity Security and the Market Value of all Defaulted Obligations;

(vi) the purchase price of each Pledged Obligation Granted and the sale price of each Pledged Obligation subject to a Sale since the later to occur of the last Monthly Report or Note Valuation Report, stating in each case whether such Pledged Obligation is a Collateral Debt Obligation, an Eligible Investment or proceeds in the Collection Account;

(vii) the calculation of each of (a) the Collateral Coverage Tests and the Interest Diversion Test, (b) the actual and required Percentage Limitations, (c) the Diversity Test, (d) the Moody's Minimum Weighted Average Recovery Rate Test, ~~(fc)~~ the Weighted Average Life Test, ~~(gf)~~ the Minimum Coupon Test, and ~~(hg)~~ the Average Debt Rating Test (including, for the avoidance of doubt, such calculation after the Moody's Rating Period) and whether or not each test is satisfied, accompanied by a list setting forth the applicable maximum or minimum value, percentage or ratio which must be maintained pursuant to this Indenture with respect to each of the Reinvestment Criteria and a list setting forth the results of the calculation of each of the Reinvestment Criteria with respect to the Pledged Obligations;

(viii) the nature, source and amount of any funds in the Unused Proceeds Account;

(ix) the identity of each Collateral Debt Obligation ~~for which there has been a change in the Moody's Default Probability~~ that was upgraded or downgraded by either Rating Agency since the later to occur of the last Monthly Report or Note Valuation Report, and a description of the change in such rating;

(x) the balance in the Loan Funding Account and, on or prior to the Calculation Date immediately preceding the Initial Payment Date and the second Payment Date, the Interest Reserve Account;

(xi) the Recovery Rate Modifier, including (a) the portion of the Recovery Rate Modifier designated as WARF Recovery Rate Modifier, (b) the portion of the Recovery Rate Modifier designated as WAS Recovery Rate Modifier, (c) the Designated Maximum Average Debt Rating prior to the allocation of the WARF Recovery Rate Modifier and (d) the applicable Weighted Average Spread ~~selected~~ for the Average Debt Rating Test prior to the allocation of the WAS Recovery Rate Modifier, in each case since the later to occur of the last Monthly Report or Note Valuation Report;

(xii) a summary of the results of any calculations from the prior Monthly Report;

(xiii) the identity of any Equity Security that is Margin Stock;

(xiv) the identity of any purchase, sale or other transaction entered into pursuant to Article 12 involving an Affiliate of the Collateral Manager;

(xv) the Aggregate Principal Amount of all Collateral Debt Obligations settlement in respect of which has not yet occurred;

(xvi) the identity of any Permitted Subsidiary and any Tax Sensitive Collateral Obligations held by such Permitted Subsidiary;

(xvii) the identity of each Collateral Debt Obligation the Market Value of which was determined pursuant to clause (iii) of the definition of "Market Value" and such Market Values;

(xviii) such other information as the Trustee or the Collateral Manager may reasonably request as set forth in Section 10.5(e);

(xix) a list of Collateral Debt Obligations, including, with respect to each such Collateral Debt Obligation, the following information:

(A) the CUSIP or security identifier thereof;

(B) the country of Domicile;

(C) an indication as to whether each such Collateral Debt Obligation is (1) a Senior Secured Loan, (2) a Defaulted Obligation ~~(and, if a Defaulted Obligation, whether it is a Purchased Defaulted Obligation or a Swapped Defaulted Obligation)~~, (3) a Delayed Funding Loan, (4) a Revolving Loan, (5) a Participation (indicating the related Selling Institution and its ratings by each Rating Agency), (6) a Deferrable Collateral Debt Obligation, (7) a Fixed Rate Collateral Debt Obligation, (8) a Current Pay Security Collateral Debt Obligation, (9) a DIP Loan, (10) a Cov-Lite Loan, (11) a Collateral Debt Obligation that would be classified as a Cov-Lite Loan but for the exception included in the proviso to the definition of the term "Cov-Lite Loan, or (12) a First Lien Last Out Loan (as determined by the Collateral Manager);

(D) an indication as to whether each such Collateral Debt Obligation utilizes a LIBOR Floor (whether or not currently in effect), together with ~~any such~~ the related LIBOR Floor for such Collateral Debt Obligation; and

(E) the Moody's Recovery Rate;

(xx) The identity of each Collateral Debt Obligation with a Moody's Rating of "Caa1" or below and the Market Value of each such Collateral Debt Obligation;

(xxi) During the Moody's Rating Period, the identity of each Collateral Debt Obligation which has a Moody's Rating derived from an S&P Rating;

(xxii) The identity of each Current Pay Security Collateral Debt Obligation, the Market Value of each such Current Pay Security Collateral Debt Obligation, and the percentage of the Aggregate Collateral Balance comprised of Current Pay ~~Securities~~ Collateral Debt Obligations;

(xxiii) The identity of each Deferrable Collateral Debt Obligation, the Market Value of each such Deferrable Collateral Debt Obligation, and the date on which interest was last paid in full in Cash thereon;

(xxiv) The details of any A/B Exchange ~~and any Exchange Transaction~~ consummated since the Report Determination Date of the prior Monthly Report;

(xxv) The aggregate amount of any Further Advances received and the usage thereof since the Report Determination Date of the prior Monthly Report;

(xxvi) The aggregate amount of all Cash deposited in the Supplemental Interest Reserve Account and the usage thereof since the Report Determination Date of the prior Monthly Report;

(xxvii) The Total Diversity Score (including, for the avoidance of doubt, such calculation after the Moody's Rating Period);

(xxviii) The identity of any purchase, sale or other transaction (including any cross-trades) entered into pursuant to Article 12 involving ~~an asset held by~~ a fund, account or other investment vehicle (other than the Issuer) for which the Collateral Manager provides administrative and advisory functions;

(xxix) The details of any transaction entered into pursuant to Section 12.2(b)(i) hereof since the Report Determination Date of the prior Monthly Report (including, without limitation, the identity of each Collateral Debt Obligation involved and the respective stated maturity of each such Collateral Debt Obligation);

(xxx) The identity of each Collateral Debt Obligation that is a First Lien Last Out Loan;

(xxxi) The details of any Trading Plan then in effect, including the identity of each Collateral Debt Obligation and proposed investment related thereto;

(xxxii) The identity of any purchase, sale or other transaction (including any cross-trades) entered into pursuant to Article 12 ~~for which a trade has occurred but a settlement date therefor has not occurred~~ involving an Affiliate of the Collateral Manager, as identified by the Collateral Manager;

(xxxiii) [Reserved];

(xxxiv) On a dedicated page of the Monthly Report, whether any Maturity Extensions have been entered into and, if so, the identity of such Collateral Debt Obligations and the new stated maturity date in connection therewith as provided by the Collateral Manager; and

(xxxv) On a dedicated page of the Monthly Report, whether any Maturity Extensions have been entered into with respect to any Collateral Debt Obligations, the percentage of the Aggregate Collateral Balance consisting of obligations that have been subject to Maturity Extensions as of such date, and the percentage of the Target Par Amount consisting of obligations that have been subject to Maturity Extensions from the Closing Date to such date.

Each Monthly Report shall be accompanied by a Section 3(c)(7) Reminder Notice.

Upon receipt of each Monthly Report, the Collateral Manager shall compare the information contained therein to the information contained in its records with respect to the Collateral and shall, within two (2) Business Days after receipt of such Monthly Report, notify the Issuer, the Rating Agencies and the Collateral Administrator in writing if such information contained in the Monthly Report does not conform to the information maintained by the Trustee

with respect to the Collateral and detail any discrepancies. If any discrepancy exists, the Collateral Administrator and the Issuer, or the Collateral Manager on behalf of the Issuer, shall attempt to resolve the discrepancy. If such discrepancy cannot be promptly resolved, the Collateral Administrator shall request the Independent accountants appointed by the Issuer pursuant to Section 10.6 hereof review such Monthly Report and the Trustee's records to determine the cause of such discrepancy. If such review reveals an error in the Monthly Report or the Collateral Administrator's records, the Monthly Report or the Collateral Administrator's records shall be revised accordingly and, as so revised, shall be utilized in making all calculations pursuant to this Indenture. The Rating Agencies and the Noteholders that have previously requested copies of the Monthly Reports shall be notified of any such revisions promptly in writing.

(b) Payment Date Accounting. With respect to each Payment Date, the Issuer shall (or shall cause the Collateral Administrator to) render an accounting (the "Note Valuation Report"), determined as of the related Calculation Date and delivered to the Noteholders or any Certifying Holder (upon request therefor in the form of Exhibit D attached hereto), the Trustee, Bloomberg L.P., the Initial Purchaser, the Collateral Manager, each Hedge Counterparty, each Rating Agency (so long as any Notes are rated by such Rating Agency) and, so long as any Notes are listed on ~~the Irish Stock Exchange, the Irish Stock Exchange~~ Euronext Dublin, Euronext Dublin or its agent not later than one Business Day preceding such Payment Date. Each Note Valuation Report shall be accompanied by a Section 3(c)(7) Reminder Notice as set forth in Section 10.5(e). The Note Valuation Report shall contain the information required in the Monthly Report plus the following information based, in part, on information provided by the Collateral Manager:

(i) the Aggregate Principal Amount of the Collateral Debt Obligations and the obligor of each Collateral Debt Obligation as of the close of business on such Calculation Date, after giving effect to (without duplication) (i) Collections received during the related Due Period and reinvested in Substitute Collateral Debt Obligations or Additional Collateral Debt Obligations during such Due Period in accordance with the provisions of this Indenture, (ii) the Sale of each Collateral Debt Obligation that was sold during such Due Period and (iii) the Grant of each Substitute Collateral Debt Obligation and Additional Collateral Debt Obligation that was acquired during such Due Period;

(ii) (a) the Aggregate Principal Amount of each Class of Secured Notes as of the Calculation Date (expressed as a dollar amount and as a percentage of the original Aggregate Principal Amount of such Class), the amount of principal payments (including Principal Prepayments) to be made on such Class on the Payment Date relating to such Calculation Date and the Aggregate Principal Amount of such Class after giving effect to such principal payments (expressed as a dollar amount and as a percentage of the original Aggregate Principal Amount of such Class) and (b) the Aggregate Principal Amount of the Subordinated Notes as of the Calculation Date (expressed as a dollar amount and as a percentage of the original principal amount of the Subordinated Notes), the amount of payments to be made on the Subordinated Notes on the next Payment Date, and the Aggregate Principal Amount of the Subordinated Notes after giving effect to such payments, if any, on the next Payment Date (expressed as a dollar amount and as a percentage of the original Aggregate Principal Amount of the Subordinated Notes) and (c) the Aggregate Principal Amount of the Subordinated Fee Notes

as of the Calculation Date and the amount of payments to be made on the Subordinated Fee Notes on the next Payment Date;

(iii) the Periodic Interest Amount for all Classes of Secured Notes, the Class C Periodic Rate Shortfall Amount and the Class C Cumulative Periodic Rate Shortfall Amount, if any, the Class D-1 Periodic Rate Shortfall Amount and the Class D-1 Cumulative Periodic Rate Shortfall Amount, if any, ~~the Class D-2 Periodic Rate Shortfall Amount and the Class D-2 Cumulative Periodic Rate Shortfall Amount~~, if any, and the Class E Periodic Rate Shortfall Amount and the Class E Cumulative Periodic Rate Shortfall Amount, if any, for the Payment Date relating to such Calculation Date;

(iv) the amount of Collateral Interest Collections and the amount of Collateral Principal Collections received during the related Due Period;

(v) the Trustee Fees and the Trustee Expenses payable on the Payment Date relating to such Calculation Date;

(vi) the Base Collateral Management Fee, the Additional Collateral Management Fee and the Incentive Collateral Management Fee payable on the Payment Date relating to such Calculation Date;

(vii) the amount of distributions, if any, to be paid on the Subordinated Notes for the Payment Date relating to such Calculation Date;

(viii) with respect to the Collection Account:

(A) the Balance of all Eligible Investments as of such Calculation Date;

(B) the amounts payable from the Collection Account pursuant to Article 11 hereof on the Payment Date relating to such Calculation Date (in the aggregate and under each Section and subsection of Article 11 hereof); and

(C) the Balance of all Eligible Investments remaining in the Collection Account immediately after giving effect to all payments to be made on the Payment Date relating to such Calculation Date;

(ix) with respect to the Loan Funding Account and the Supplemental Interest Reserve Account (and, prior to the second Payment Date, the Interest Reserve Account), the Balance of all Eligible Investments with respect thereto as of such Calculation Date;

(x) with respect to the Collateral Coverage Tests:

(A) the results of the Collateral Coverage Tests as of the close of business on such Calculation Date (after giving effect to any payments to be made on the Payment Date relating to such Calculation Date, other than Principal Prepayments, if any, made pursuant to (without duplication) Section 9.1 hereof and Section 11.1 hereof);

(B) whether or not the Collateral Coverage Tests are satisfied and the percentage required for each such test to be satisfied;

(C) if any Collateral Coverage Test is not satisfied, the amount of Principal Prepayment of each applicable Class of Secured Notes pursuant to (without duplication) Section 9.1 hereof and Section 11.1 hereof that would be necessary on the related Payment Date in order to cause such Collateral Coverage Test to be satisfied (after giving effect to all other payments to be made on such Payment Date); and

(D) the results of such Collateral Coverage Test after giving effect to such Principal Prepayment pursuant to (without duplication) Section 9.1 hereof and Section 11.1 hereof and the other payments, if any, to be made on such Payment Date;

(xi) the identity of each Pledged Obligation which became a Defaulted Obligation or an Equity Security during the related Due Period;

(xii) the percentages of the Aggregate Principal Amount of the Collateral Debt Obligations by Moody's Industry Classification Group and the number of Moody's Industry Classification Groups represented in the Collateral Debt Obligations, in each case as of the close of business on such Calculation Date;

(xiii) the balance of all Cash and Eligible Investments in the Hedge Counterparty Collateral Account;

(xiv) the Average Debt Rating and Unadjusted Weighted Average Debt Rating of the Pledged Obligations as of the close of business on such Calculation Date;

(xv) the identity of each Collateral Debt Obligation that was released for sale or other disposition (indicating the reason for such sale or disposition) and the identity of each Substitute Collateral Debt Obligation Granted, during the related Due Period; and

(xvi) the name of the Approved Loan Index (or Preferred Index, if applicable) relied upon by the Collateral Manager for the purpose of classifying a Collateral Debt Obligation as a Credit Improved Obligation or a Credit Risk Obligation.

(c) Payment Date Instructions. The Note Valuation Report referred to in subsection (b) of this Section 10.5 shall constitute instructions to the Trustee to withdraw on or before the Payment Date relating to such Note Valuation Report the available funds from the Collection Account and make the payments set forth in the Note Valuation Report in the manner specified, and in accordance with the priorities established, in Article 11 hereof.

(d) Non-Receipt of Information. If the Trustee shall not have received any accounting provided for in this Section 10.5 on the first Business Day after the date on which such accounting is due to the Trustee, the Trustee shall notify the Issuer thereof, and the Issuer shall use its best efforts to cause such accounting to be delivered to the Trustee by the applicable Payment Date.

(e) Required Contents of Certain Reports. Each Monthly Report and each Note Valuation Report sent to any Holder or Certifying Holder of an interest in a Note shall contain, or be accompanied by, the following notice:

"The Notes may be beneficially owned only by Persons that (a)(i) are not U.S. Persons (within the meaning of Regulation S under the United States Securities Act of 1933, as amended) or (ii) are (x) qualified purchasers for purposes of Section 3(c)(7) of the U.S. Investment Company Act of 1940, as amended, and (y) qualified institutional buyers within the meaning of Rule 144A under the Securities Act and (b) can make the representations set forth in Section 2.5 of this Indenture or the appropriate Exhibit of the Indenture. Beneficial ownership interests in the Rule 144A Global Notes or any Definitive Notes held pursuant to Rule 144A under the Securities Act may be held only by a Person that meets the qualifications set forth in clauses (a)(ii)(x) and (a)(ii)(y) of the preceding sentence and that can make the representations referred to in clause (b) of the preceding sentence. Beneficial ownership interests in the Regulation S Global Notes or any Definitive Notes held pursuant to Regulation S under the Securities Act may be held only by a Person that meets the qualifications set forth in clause (a)(i) of the second preceding sentence and that can make the representations referred to in clause (b) of the second preceding sentence. Any Subordinated Notes held pursuant to an exemption of the registration requirements under the Securities Act may be held only by a Person that meets the qualifications set forth in clauses (a)(ii)(x) and (a)(ii)(y) of the third preceding sentence and that can make the representations referred to in clause (b) of the third preceding sentence. The Issuer has the right to compel any beneficial owner of an interest in a Note that does not meet either of such qualifications set forth above to sell its interest in such Note or may sell such interest on behalf of such owner, pursuant to this Indenture."

"Each Holder or Certifying Holder of a Note receiving this report agrees to keep all non-public information herein confidential and not to use such information for any purpose other than its evaluation of its investment in the Note; *provided* that any such Holder or Certifying Holder may provide such information on a confidential basis to any prospective purchaser of such Holder's or Certifying Holder's Notes that is permitted by the terms of this Indenture to acquire such Holder's or Certifying Holder's Notes and that agrees to keep such information confidential in accordance with the terms of this Indenture."

(f) [Reserved].

(g) Availability of Reports. The Monthly Reports and Note Valuation Reports shall be made available to the Persons entitled to such reports via the Trustee's website. The Trustee's website shall initially be located at [\[https://trustinvestorreporting.us.bank-dns.com\]](https://trustinvestorreporting.us.bank-dns.com). Persons who are unable to use the above distribution option are entitled to have a paper copy mailed to them via first class mail by contacting the Trustee at its Corporate Trust Office or [e-mailingcalling](mailto:group-at-CDO-Investor.Coverage@usbank.com) its investor relations [group at CDO-Investor.Coverage@usbank.com](mailto:group-at-CDO-Investor.Coverage@usbank.com) desk at +1 (800) 934-6802. The Trustee shall have the right to change the method by which such reports are distributed in order to make such distribution more convenient and/or more accessible to the Persons entitled to such reports, and the Trustee shall provide timely notification (in any event, not less than 30 days) to all such Persons. As a condition to access to the Trustee's internet website, the Trustee may require registration and the acceptance of a disclaimer. The Trustee shall not be liable for the



information it is directed or required to disseminate in accordance with this Indenture. The Trustee shall be entitled to rely on but shall not be responsible for the content or accuracy of any information provided in the information set forth in the Monthly Report and the Note Valuation Report and may affix thereto any disclaimer it deems appropriate in its reasonable discretion.

#### 10.6 Reports by Independent Accountants.

The Issuer shall appoint a firm of Independent certified public accountants of national reputation in the United States to prepare and deliver the reports or certificates of such accountants required by this Indenture. Upon any resignation by such firm or termination of such firm by the Issuer or the Collateral Manager (in its sole discretion), the Issuer shall promptly appoint a successor thereto that shall also be a firm of Independent certified public accountants of recognized national reputation in the United States. If the Issuer shall not have appointed a successor within thirty (30) days ~~of~~ after any firm being terminated or resigning from the position of Independent certified public accountants to the Issuer, a Supermajority of the Controlling Class shall promptly appoint a successor firm of Independent certified public accountants. The fees of such Independent certified public accountants and its successor shall be payable by the Issuer as Administrative Expenses in accordance with the Priority of Payments. Nothing herein shall be construed to obligate the Trustee to advance its own funds to any such accountant's fees; provided, however, that, should it elect to do so, it shall be entitled to reimbursement therefor pursuant to Section 6.7 hereof.

Any statement delivered to the Trustee from the firm of Independent certified public accountants may be requested by any Holder directly from such accountants. Upon written request from a Holder to the Trustee in the form of Exhibit D attached hereto, the Trustee shall provide to such Holder the contact information for such accountants.

The Trustee is hereby directed to execute an access letter, in form and substance acceptable to the Trustee, with such Independent certified public accountants selected by the Issuer or Collateral Manager in which the Trustee shall agree to not disclose the contents of any statement or reports received from such accountants other than as specified in such access letter, except to the extent required by applicable law or regulation or by any governmental or regulatory body. Without limiting the generality of the foregoing, it is further acknowledged and agreed that such access letter may include, among other things, (i) acknowledgement that the Trustee has agreed that the procedures to be performed by the Independent certified public accountants are sufficient for the Trustee's purposes, (ii) releases by the Trustee and/or Collateral Administrator (each on behalf of itself) of claims against the Independent certified public accountants and acknowledgement of other limitations of liability in favor of the Independent certified public accountants, and (iii) restrictions or prohibitions on the disclosure of information or documents provided to it by such firm of Independent accountants (including to the Rating Agencies and Holders), except to the extent required by applicable law or regulation or by any governmental or regulatory body. Notwithstanding the foregoing, in no event shall the Bank in any of its capacities, be required to execute any agreement in respect of the Independent certified public accountants that it reasonably determines materially adversely affects it. Notwithstanding any other provision of this Indenture to the contrary, the Trustee shall not under any circumstances, except to the extent required by applicable law or regulation or by any governmental or regulatory body, deliver to any Holder, any Rating Agency or any other party

any such statement or report received from such accountants. A Holder may only obtain such statement or report directly from such accountants. Notwithstanding any provision in this Indenture to the contrary, the Trustee shall have no liability or responsibility for taking any action or omitting to take any action in accordance with this Section 10.6.

#### 10.7 Reports to the Rating Agencies.

For so long as the Secured Notes are rated, the Issuer shall provide the Rating Agencies with a copy of each Monthly Report and each Note Valuation Report delivered pursuant to the provisions of this Indenture (with the exception of any Accountants' Certificates and/or Accountants' Reports except to the extent required by applicable law or regulation or by any governmental or regulatory body), with such additional information (with the exception of any Accountants' Certificates and/or Accountants' Reports except to the extent required by applicable law or regulation or by any governmental or regulatory body) as may from time to time be reasonably requested by the Rating Agencies and as the Issuer determines in its sole discretion may be obtained and provided without unreasonable burden or expense. In addition, the Issuer shall notify (i) Fitch upon [any of the Class A-1-R Notes and the Class A-2-R Notes](#) becoming paid in full and (ii) Moody's upon any Class of Secured Notes becoming paid in full.

#### 10.8 Inspection of Books and Records.

Upon reasonable notice from the Trustee, the Issuer will permit the Trustee or its designee to have access to, examine and copy the books and records of the Issuer.

### 11. APPLICATION OF MONEY

#### 11.1 Disbursements of Money.

Except as otherwise set forth in Section 10.2 hereof, and subject to Section 5.8, disbursements of Money from the Collection Account shall be made at the times and in the order of priority specified in this Section 11.1.

On the Closing Date, the Trustee shall pay, from the funds deposited with the Trustee for the payment thereof, the fees, commissions and expenses associated with the closing as set forth in an Issuer Order delivered to the Trustee on the Closing Date.

On each Payment Date (including the Final Maturity Date and, if funds become available after the Final Maturity Date, on any date after the Final Maturity Date promptly following the date on which such funds become available) and in accordance with the Note Valuation Report for the Calculation Date immediately preceding such Payment Date, the Trustee shall withdraw from the Collection Account Collateral Interest Collections and Collateral Principal Collections (other than Collateral Principal Collections required to be deposited in the Loan Funding Account as provided herein), to the extent of Available Funds and so long as an Enforcement Event has not occurred and is not continuing, and shall (subject to the Bankruptcy Subordination Agreement) disburse such amounts on behalf of the Issuer in the following order of priority (the "Priority of Payments"):

(a) with respect to distributions with Collateral Interest Collections (the "Interest Priority of Payments");

(i) to pay in the following order: (1) taxes, filing fees and registration fees (if any) payable by (A) the Co-Issuers or (B) any Permitted Subsidiary (including, without limitation, the registered office and annual return fees of the Issuer); then (2) to the Trustee the amount of any due and unpaid Trustee Fee and Trustee Expenses; then (3) Petition Expenses up to a maximum of U.S.\$250,000, cumulatively for all Payment Dates (the "Special Petition Expenses"); provided that, with respect to each Payment Date the amount of Special Petition Expenses paid shall not cause Periodic Interest not to be paid on any Class of Senior Notes; then (4) to the Rating Agencies for fees and expenses in connection with the rating of the Secured Notes and the Collateral Debt Obligations or in connection with satisfying the Global Rating Condition (including the annual fees payable to the Rating Agencies with respect to the monitoring and ongoing surveillance of any such rating); then (5) any other due and unpaid Administrative Expenses of the Co-Issuers (excluding the Collateral Management Fee, but including other amounts payable to the Collateral Manager under the Collateral Management Agreement ~~and~~, to the Administrator under the Administration Agreement and to MCSL for amounts payable pursuant to the AML Services Agreement) and Petition Expenses not paid pursuant to subclause (3) above; then (6) to the deposit and retention in the Collection Account of an amount up to U.S.\$50,000 in the Collateral Manager's sole discretion for the payment of Administrative Expenses due on a date that is not a Payment Date; provided that the cumulative amount paid, deposited and retained under subclause (1)(B), subclause (2) and subclauses (4) through (6) of this clause (i) for any consecutive twelve-month period may not exceed the sum of (x) 0.0175% per annum of the Aggregate Collateral Balance as of the beginning of the related Due Period for the Payment Dates occurring during such period and (y) U.S.\$200,000 (the "Expense Cap");

(ii) to the pro rata payment (based on amounts due) of amounts, if any, scheduled to be paid to the Hedge Counterparties pursuant to any Hedge Agreements (other than termination payments);

(iii) to pay the Base Collateral Management Fee with respect to such Payment Date and any Base Collateral Management Fee with respect to a previous Payment Date that was not paid on a previous Payment Date;

(iv) to pay ~~pro rata (based on amounts due): (1) Periodic Interest on the Class X Notes and (2) Periodic Interest on the Class A-1-R Notes;~~

(v) ~~on each Payment Date other than the Initial Payment Date, to the payment of principal of the Class X Notes (including any Defaulted Interest) until such amount has been paid in full;~~ to pay Periodic Interest on the Class A-2-R Notes;

(vi) to pay Periodic Interest on the Class B Notes;

(vii) to the pro rata payment (based on amounts due) of any termination payments payable by the Issuer pursuant to any Hedge Agreements including any

termination or partial termination of a Hedge Agreement (other than in connection with any Subordinated Termination Event);

(viii) if either Senior Collateral Coverage Test is not satisfied as of the related Calculation Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to satisfy such Collateral Coverage Test as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes is reduced to zero) on a pro forma basis after giving effect to all payments pursuant to this clause (viii);

(ix) to pay Periodic Interest on the Class C Notes;

(x) to pay the Class C Cumulative Periodic Rate Shortfall Amount, if any, with respect to such Payment Date;

(xi) if either Class C Collateral Coverage Test is not satisfied as of the related Calculation Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to satisfy such Collateral Coverage Test as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes is reduced to zero) on a pro forma basis after giving effect to all payments pursuant to this clause (xi);

(xii) to pay ~~pro rata (based on amounts due), (1)~~ Periodic Interest on the Class D ~~1~~ Notes, and ~~(2) Periodic Interest on the Class D 2~~ Notes;

(xiii) to pay ~~pro rata (based on amounts due), (1) the Class D 1 Cumulative Periodic Rate Shortfall Amount, if any, with respect to such Payment Date, and (2) the Class D 2~~ the Class D Cumulative Periodic Rate Shortfall Amount, if any, with respect to such Payment Date;

(xiv) if either Class D Collateral Coverage Test is not satisfied as of the related Calculation Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to satisfy such Collateral Coverage Test as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes is reduced to zero) on a pro forma basis after giving effect to all payments pursuant to this clause (xiv);

(xv) to pay Periodic Interest on the Class E Notes;

(xvi) to pay the Class E Cumulative Periodic Rate Shortfall Amount, if any, with respect to such Payment Date;

(xvii) if ~~the~~ either Class E ~~Principal~~ Collateral Coverage Test is not satisfied as of the related Calculation Date, to make payments in accordance with the Note Payment Sequence to the extent necessary to satisfy ~~the Class E Principal~~ such Collateral Coverage Test as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes is reduced to zero) on a pro forma basis after giving effect to all payments pursuant to this clause (xvii);

(xviii) during the Reinvestment Period, if the Interest Diversion Test is not satisfied as of the related Calculation Date, an amount equal to the lesser of (1) 50% of the Collateral Interest Collections remaining, and (2) an amount which would cause the Interest Diversion Test to be satisfied, will be applied either (A) to the Principal Collection Account as Collateral Principal Collections to invest in Eligible Investments (pending the purchase of Additional Collateral Debt Obligations) and/or to the purchase of Additional Collateral Debt Obligations, or (B) only after the Non-Call Period, and only upon written direction by a Majority of the Subordinated Notes (as provided in Section 11.1(e) herein), to make payments in accordance with the Note Payment Sequence;

(xix) on the Initial Payment Date, ~~(1) if a Ramp-Up Rating Confirmation has occurred, to the payment of principal of the Class X Notes (including any Defaulted Interest) until such amount has been paid in full and (2) if Ramp-Up Rating Confirmation has not occurred, all remaining Collateral Interest Collections to be deposited into the Interest Collection Account for application pursuant to the Priority of Payments on the second Payment Date~~

(xx) if a Ramp-Up Confirmation Failure has occurred, at the sole option of the Collateral Manager, either (A) to make payments in accordance with the Note Payment Sequence in the amounts necessary for Moody's to confirm in writing its ratings of the Secured Notes assigned on the Closing Date or, if earlier, until the Aggregate Principal Amount of each Class of the Secured Notes (in the aforesaid order) is reduced to zero or (B) to make deposits in the Principal Collection Account to be applied to the purchase of Additional Collateral Debt Obligations in the amounts necessary for Moody's to confirm in writing its ratings of the Secured Notes assigned on the Closing Date;

(xxi) other than on the Initial Payment Date, to the payment *pro rata* of (1)(A) the accrued and unpaid Subordinated Fee Note Payment Amount and any Subordinated Fee Note Payment Amount with respect to prior Payment Dates that has not been paid prior to the current Payment Date *plus* (B) if such Payment Date is a Redemption Date with respect to an Optional Redemption of all Classes of Secured Notes and Subordinated Notes or a Clean-Up Call Redemption, any Subordinated Fee Note Make-Whole and (2) the Additional Collateral Management Fee with respect to such Payment Date and any Additional Collateral Management Fees with respect to prior Payment Dates (including the Additional Collateral Management Fee that would have otherwise been due on the Initial Payment Date) that have not been paid prior to the current Payment Date;

(xxii) to pay any of the amounts described in subclause (1)(B), subclause (2) and subclauses (4) through (6) of clause (i) above (in the order of priority stated therein) to the extent not paid under such clause (i) as a result of the Expense Cap;

(xxiii) to pay any termination payment due under any Hedge Agreement following a Subordinated Termination Event;

(xxiv) at the direction of a Majority of the Outstanding Subordinated Notes to the Collateral Manager to make such an election on behalf of the Issuer, for deposit in the Supplemental Interest Reserve Account, an amount not to exceed U.S.\$500,000

on any Payment Date, provided that the amount on deposit in the Supplemental Interest Reserve Account at any time shall not be greater than U.S.\$3,000,000;

(xxv) to the Subordinated Notes until the Holders of the Subordinated Notes have realized an Internal Rate of Return of 12.0%; and

(xxvi) any remaining amounts shall be paid as follows: (a) 20.0% of such remaining amounts to the Collateral Manager as the Incentive Collateral Management Fee; and (b) 80.0% of such remaining amounts to the Subordinated Notes.

(b) with respect to distributions with Collateral Principal Collections (including, during the Reinvestment Period, any Collateral Principal Collections representing the Special Redemption Amount) (the "Principal Priority of Payments"):

(i) to the payment of amounts due under clauses (i) through (vii) under Section 11.1(a) (in the order of priority stated therein), after giving effect to distributions of Collateral Interest Collections pursuant to such clauses;

(ii) to the payment of amounts due under clause (viii) under Section 11.1(a) but only to the extent not paid in full thereunder and to the extent necessary to satisfy the applicable Senior Collateral Coverage Tests as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes are reduced to zero) on a pro forma basis after giving effect to all payments made through this clause (ii);

(iii) to the payment of amounts due under clause (ix) under Section 11.1(a) to the extent not paid in full thereunder, only if the Class C Notes are or would become the Controlling Class;

(iv) to the payment of amounts due under clause (x) under Section 11.1(a) to the extent not paid in full thereunder, only if the Class C Notes are or would become the Controlling Class;

(v) to the payment of amounts due under clause (xi) under Section 11.1(a) but only to the extent not paid in full thereunder and to the extent necessary to satisfy the applicable Class C Collateral Coverage Tests as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes are reduced to zero) on a pro forma basis after giving effect to all payments made through this clause (v);

(vi) to the payment of amounts due under clause (xii) under Section 11.1(a) to the extent not paid in full thereunder, only if the Class D Notes are or would become the Controlling Class;

(vii) to the payment of amounts due under clause (xiii) under Section 11.1(a) to the extent not paid in full thereunder, only if the Class D Notes are or would become the Controlling Class;

(viii) to the payment of amounts due under clause (xiv) under the Interest Priority of Payments but only to the extent not paid in full thereunder and to the extent

necessary to satisfy the applicable Class D Collateral Coverage Tests as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes are reduced to zero) on a pro forma basis after giving effect to all payments made through this clause (viii);

(ix) to the payment of amounts due under clause (xv) under Section 11.1(a) to the extent not paid in full thereunder, only if the Class E Notes are or would become the Controlling Class;

(x) to the payment of amounts due under clause (xvi) under Section 11.1(a) to the extent not paid in full thereunder, only if the Class E Notes are or would become the Controlling Class;

(xi) to the payment of amounts due under clause (xvii) under the Interest Priority of Payments but only to the extent not paid in full thereunder and to the extent necessary to satisfy the applicable Class E Principal Collateral Coverage ~~Test~~ Tests as of the related Calculation Date (or, if sooner, until the Aggregate Principal Amount of all applicable Classes of Notes are reduced to zero) on a pro forma basis after giving effect to all payments made through this clause (xi);

(xii) to the payment of amounts due under clause (xx) under Section 11.1(a), after giving effect to distributions of Collateral Interest Collections pursuant to such clause;

(xiii) if such Payment Date is a Redemption Date (other than for a Partial Redemption by Refinancing), to make payments in accordance with the Note Payment Sequence;

(xiv) on each Payment Date during the Reinvestment Period, (1) the Special Redemption Amount (if any) to make payments in accordance with the Note Payment Sequence, and (2) the remaining Collateral Principal Collections to the Collection Account to invest in Eligible Investments (pending the purchase of Substitute Collateral Debt Obligations) and/or to the purchase of Substitute Collateral Debt Obligations, in each case subject to reinvestment restrictions in Section 12.2(a);

(xv) on each Payment Date after the Reinvestment Period, (1) 100% of Collateral Principal Collections received (x) as a result of Unscheduled Principal Payments or (y) as Sale Proceeds of Credit Risk Obligations ~~or Credit Improved Obligations~~ (such amounts, collectively, "Post-Reinvestment Period Collections"), in each case at the direction of the Collateral Manager in its sole discretion, to the Collection Account as Collateral Principal Collections to invest in Eligible Investments (pending the purchase of Substitute Collateral Debt Obligations) and/or to the purchase of Substitute Collateral Debt Obligations; ~~provided that (x) no amount may be applied pursuant to this subclause (1) if (A) such amount was received during a Rating Downgrade Period and the Aggregate Collateral Balance is less than the Reinvestment Target Par Amount or (B) the Reinvestment Deadline for such amount has passed and (y) for so long as the Class A Notes, the Class B Notes or the Class C Notes are Outstanding, no more than 10% of the~~ to the extent that such Post-Reinvestment Period

Collections ~~may~~ are permitted to be applied reinvested pursuant to ~~this subclause (1) if such amounts were received during a Rating Downgrade Period and the Aggregate Collateral Balance is greater than the Reinvestment Target Par Amount, but any Collateral Coverage Test, the Average Debt Rating Test, the Moody's Minimum Weighted Average Recovery Rate Test or the Diversity Test is not satisfied~~ Section 12.2(b) and (2) in the case of all other Collateral Principal Collections, to make payments in accordance with the Note Payment Sequence;

(xvi) to the payment of amounts due under clause (xxi) under Section 11.1(a), after giving effect to distributions of Collateral Interest Collections pursuant to such clause;

(xvii) to the payment of amounts due under clause (xxii) under Section 11.1(a), after giving effect to distributions of Collateral Interest Collections pursuant to such clause;

(xviii) to pay any termination payment due under any Hedge Agreement following a Subordinated Termination Event to the extent not paid under clause (xxiii) under Section 11.1(a);

(xix) to the repayment of Further Advances to the Holders or beneficial owners of Subordinated Notes that have contributed such Further Advances to the Issuer, pro rata (based upon the amounts of such Further Advances which have not yet been repaid to such Holders or beneficial owners of Subordinated Notes);

(xx) to the Subordinated Notes until the Holders of the Subordinated Notes have realized an Internal Rate of Return of 12.0%; and

(xxi) any remaining amounts shall be paid as follows: (a) 20.0% of such remaining amounts to the Collateral Manager as the Incentive Collateral Management Fee; and (b) 80.0% of such remaining amounts to the Subordinated Notes.

The obligation to pay the foregoing amounts on the Final Maturity Date is absolute and unconditional, but recourse therefor will be limited to the Trust Estate, the proceeds of which will be applied in accordance with the Priority of Payments.

(c) In connection with the application of funds to pay Administrative Expenses of the Issuer or the Co-Issuer, as the case may be, in accordance with this Section 11.1, the Trustee shall remit such funds, to the extent available, to the Issuer or the Co-Issuer, as the case may be, or as directed and designated by the Issuer or the Co-Issuer, as the case may be, no later than the Business Day prior to each Payment Date.

(d) Prior to the payment on any Payment Date of any Trustee Fees or Trustee Expenses, the Trustee shall provide to the Collateral Manager an accounting containing the amount of the Trustee Fee to be paid on such Payment Date and a detailed list of each Trustee Expense to be paid on such Payment Date.

(e) Any written notice or direction delivered pursuant to this Section 11.1 by a Majority of the Subordinated Notes shall be delivered to the Issuer (with a copy to the



Co-Issuer, the Trustee and the Collateral Manager) at least three (3) Business Days prior to the applicable Payment Date.

(f) The Trustee Fee and the Expense Cap will be calculated on the basis of a 360-day year consisting of twelve 30 day months.

## 12. SALE OF COLLATERAL DEBT OBLIGATIONS; SUBSTITUTION

### 12.1 Sale of Collateral Debt Obligations.

(a) Subject to the satisfaction of the conditions specified in Section 10.3 hereof and the restrictions in this Article 12, the Collateral Manager may direct the Trustee, by Collateral Manager Order, to sell, and the Trustee shall release from the lien of this Indenture and sell in the manner directed by the Collateral Manager, any Collateral Debt Obligation subject to a Discretionary Sale or any Defaulted Obligation, Equity Security, Credit Risk Obligation, Credit Improved Obligation, or any Collateral Debt Obligation in respect of which a Tax Event has occurred (as described in such direction), or any Collateral Debt Obligation in connection with the redemption of the Notes in full, or any Collateral Debt Obligation as permitted under Section 12.1(i).

(i) The Collateral Manager shall not direct the Trustee to sell a Credit Improved Obligation unless:

(A) if such sale is made during the Reinvestment Period, in the Collateral Manager's reasonable judgment, Substitute Collateral Debt Obligations can be purchased in compliance with the Reinvestment Criteria, within thirty (30) days ~~of~~after the settlement date of the sale of the Credit Improved Obligation; and

(B) if such sale is made after the Reinvestment Period, the Collateral Manager certifies that ~~either (1) the Sale Proceeds of such Credit Improved Obligation will not be less than the Principal Balance of the Credit Improved Obligation sold or (2) the Aggregate Collateral Balance, after giving effect to such purchases, is greater than or equal to the Reinvestment Target Par Amount;~~ and

(C) no Enforcement Event has occurred and is continuing.

(ii) A Credit Risk Obligation, Defaulted Obligation or Equity Security may be sold at any time without limitation unless an Enforcement Event has occurred and is continuing. The Collateral Manager will direct the Trustee by Collateral Manager Order to sell any Defaulted Obligation within three years after such obligation becomes a Defaulted Obligation (but only to the extent that the Collateral Manager determines that such sale can be made using commercially reasonable efforts) and any Equity Security within eighteen (18) months of its receipt; provided, however, (1) if the Original Class A-1-R Debt is Outstanding, the Collateral Manager will direct the Trustee by Collateral Manager Order to sell any Equity Security that consists of Margin Stock (other than an Exchanged Equity Security that constitutes Margin Stock and is held by a Permitted Subsidiary) within 45 days of its receipt, (2) if the sale of any Defaulted Obligation has not commenced prior to the end of such three year period (which

commencement need not be made if there is no practical market for such Defaulted Obligation), the Issuer may retain such Defaulted Obligation and the Defaulted Obligation Amount shall be deemed to have a balance of zero; and (3) any Equity Security received ~~by the Issuer~~ following a workout or restructuring and held by a Permitted Subsidiary in accordance with the terms of this Indenture may be retained by such Permitted Subsidiary beyond the foregoing ~~eighteen-~~ ~~(18)-~~ month period. For purposes of this clause (ii), a sale will be deemed to have occurred when a transfer of such Defaulted Obligation or Equity Security has been commenced even if such transfer has not settled. Further, if such settlement fails, the Collateral Manager will have a commercially reasonable period of time to find another buyer for such Defaulted Obligation or Equity Security.

(iii) During or after the Reinvestment Period, the Collateral Manager, acting pursuant to the Collateral Management Agreement on behalf of the Issuer, may direct the Trustee in writing to sell, and the Trustee shall sell in the manner directed by the Collateral Manager in writing, in compliance with Section 10.3 ~~(d)~~ hereof, any Collateral Debt Obligation (a "Discretionary Sale") which is not a Defaulted Obligation, an Equity Security, a Credit Risk Obligation, a Credit Improved Obligation or a Collateral Debt Obligation in respect of which a Tax Event has occurred so long as:

(A) ~~a Restricted Trading Condition is not then in effect;~~ The rating of (1) the Class A-1-R Notes has not been reduced by either Rating Agency by one or more rating subcategories or withdrawn by either Rating Agency (or, if any such rating was so downgraded or withdrawn by a Rating Agency, it has subsequently been upgraded or reinstated to at least the rating assigned by the applicable Rating Agency to the Class A-1-R Notes on the Amendment Date; provided, that, if such rating withdrawal was the result of a retirement of the Class A-1-R Notes, this clause (A)(1) shall not be applicable), or a Majority of the Class A-1-R Notes has consented to allow sales and reinvestments pursuant to this clause (A)(1) to continue after such downgrade by submitting a Consent Form to the Collateral Manager, Issuer and Trustee; and (2) each of the Class A-2-R Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes has not been reduced by Fitch (in the case of the Class A-2-R Notes) or Moody's (in the case of any other such Class of Notes) by two or more rating subcategories or withdrawn by the applicable Rating Agency (or, if the rating of any such Class of Notes was so downgraded or withdrawn by the applicable Rating Agency, it has subsequently been upgraded or reinstated to at least the rating subcategory below the rating assigned by the applicable Rating Agency to such Class of Notes on the Amendment Date; provided, that, if such rating withdrawal was the result of a retirement of the applicable Class of Notes, this clause (A)(2) shall not be applicable with respect to such Class of Notes), or a Majority of the Class A-1-R Notes has consented to allow sales and reinvestments pursuant to this clause (A)(2) to continue after such downgrade by submitting a Consent Form to the Collateral Manager, Issuer and Trustee (and, in each case, if a Majority of the Class A-1-R Notes has not provided such consent, such condition shall be referred to as the "Restricted Trading Condition");

(B) during the Reinvestment Period, the Collateral Manager believes that Substitute Collateral Debt Obligations can be purchased in compliance with the Reinvestment Criteria within ~~thirtyfourty-five~~ ~~(3045)~~ days of the settlement date of the Collateral Debt Obligation being sold;

(C) after the Ramp-Up End Date, the aggregate Principal Balance of all such substitutions for a given calendar year does not exceed 25% of the Aggregate Collateral Balance at the beginning of that year (or as of the Ramp-Up End Date in the case of the remainder of the calendar year in which the Ramp-Up End Date occurs) (provided that Collateral Debt Obligations subject to an Offer or a call and A/B Exchanges shall not be considered substitutions for this purpose); ~~and~~

(D) no Enforcement Event has occurred and is continuing and, if the Original Class A-1-R Debt is Outstanding, no Event of Default has occurred and is continuing; and

(E) if such sale is after the end of the Reinvestment Period, the Sale Proceeds of such Collateral Debt Obligation are at least equal to the Principal Balance thereof.

(b) (i) After the Issuer has notified the Trustee and the Collateral Manager of an Optional Redemption in accordance with Section 9.5 hereof, the Collateral Manager acting pursuant to the Collateral Management Agreement on behalf of the Issuer may at any time effect the sale (directly or by sale of participation or other disposition) of any Collateral Debt Obligation without regard to the limitations in Section 12.1(a) above by directing the Trustee, by Collateral Manager Order, to effect such sale; provided that, the Sale Proceeds therefrom are used for the purposes specified in Sections 9.4(a) and (b) hereof (and applied pursuant to the Priority of Payments), and upon any such sale the Trustee shall release such Collateral Debt Obligation pursuant to Section 10.3 hereof; provided, further, that the Issuer may not direct the Trustee to sell (and the Trustee shall not release) a Collateral Debt Obligation pursuant to this Section 12.1(b)(i) unless it has received from the Collateral Manager the evidence referred to in Section 9.4(c)(1) hereof or the certification required by Section 9.4(c)(2) hereof.

(ii) After the Collateral Manager has notified the Issuer and the Trustee of a Clean-Up Call Redemption in accordance with Section 9.10 hereof, the Collateral Manager may at any time effect the sale of any Collateral Debt Obligation without regard to the limitations in Section 12.1(a) above by directing the Trustee, by Collateral Manager Order, to effect such sale; provided that the Sale Proceeds therefrom are used for the purposes specified in Sections 9.10 hereof (and applied pursuant to the Priority of Payments), and upon any such sale the Trustee shall release such Collateral Debt Obligation pursuant to Section 10.3 hereof.

(c) Notwithstanding anything else herein, except as provided in Section 12.1(i) below, the Collateral Manager will effect the Sale of, and upon receipt of a Collateral Manager Order the Trustee shall release for Sale in accordance with the provisions hereof, all Collateral Debt Obligations remaining in the Trust Estate immediately prior to the Stated Maturity Date ~~of the Notes~~ such that the proceeds of such Sale will be available for distribution on the Stated Maturity Date ~~of the Notes~~.

(d) The Collateral Manager acting pursuant to the Collateral Management Agreement on behalf of the Issuer may at any time effect the sale of, and upon receipt of a Collateral Manager Order the Trustee shall release for sale in accordance with the

provisions hereof, any Collateral Debt Obligation in respect of which a Tax Event has occurred without regard to the limitations in Section 12.1(a) above by directing the Trustee, by Collateral Manager Order, to effect such sale.

(e) In following any Collateral Manager Order (for purposes of Section 12.1(a), a trade ticket delivered by the Collateral Manager to the Trustee shall constitute such Collateral Manager Order) pursuant to this Section 12.1, the Trustee may assume, without independent inquiry, that the Collateral Manager has made all determinations required hereunder prior to giving such direction to the Trustee.

(f) As used in this Section 12.1, "all commercially reasonable efforts" shall be interpreted to mean that the Collateral Manager shall use reasonable efforts, each reasonably chosen in light of the individual expense of that effort and in light of the cumulative expenditure to date for the problem/issue in respect of which such effort is employed and in light of the expected benefit to be derived from that choice, and shall continue to make such efforts up to the point where it is no longer commercially reasonable to do so.

(g) Notwithstanding the foregoing, if the Collateral Manager is removed for cause (except pursuant to Section 12(c)(iv) and (vii) of the Collateral Management Agreement) and a successor collateral manager has not been appointed and accepted such appointment as provided in the Collateral Management Agreement, the Collateral Manager shall not direct the Trustee to make any sales of Credit Improved Obligations or any Discretionary Sales of Collateral Debt Obligations pursuant to Section 12.1(a) (unless the Issuer committed to make such sales prior to such removal).

(h) Not later than the Business Day immediately preceding the end of the Reinvestment Period pursuant to clauses (i) or (ii) of the definition thereof, the Collateral Manager shall (1) deliver to the Trustee a schedule of Collateral Debt Obligations purchased by the Issuer with respect to which purchases the trade date has occurred but the settlement date has not yet occurred and ~~shall~~ (2) certify to the Trustee that ~~sufficient Collateral Principal Collections are available (including for this purpose, the sum of (x) cash on deposit in the Principal Collection Account as well as any (as confirmed to the Collateral Manager by the Trustee) and (y) Collateral Principal Collections that will~~ to be received by the Issuer from the sale of Collateral Debt Obligations for which the trade date has already occurred but the settlement date has not yet occurred), assuming the Issuer receives such amounts by the proposed settlement date, is sufficient to effect the settlement of such Collateral Debt Obligations.

(i) If the Issuer holds any Collateral Debt Obligations after the Payment Date in ~~April, 2027,~~ [●], then the Collateral Manager may direct the Trustee to sell, and the Trustee shall release from the lien of this Indenture and sell in the manner directed by the Collateral Manager, any such Collateral Debt Obligation whether or not an Event of Default has occurred and is continuing hereunder at the time of such sale. However, in the event that an Event of Default has occurred and is continuing hereunder and a Supermajority of each Class of Secured Notes, a Majority of the Controlling Class or a Supermajority of the Class A-1-R Notes, whichever is applicable, have directed the Trustee to liquidate the Collateral pursuant to Section 5.5(a)(ii), no sales shall be made by the Collateral Manager except pursuant to such liquidation by the Trustee of the Collateral.

(j) After the Reinvestment Period, at the direction and discretion of the Collateral Manager, the Trustee, at the expense of the Issuer, may conduct an auction of Unsaleable Assets in accordance with the following procedures. Promptly after receipt of such direction, the Trustee shall provide notice (in such form as is prepared by the Issuer) to the Noteholders of an auction, setting forth in reasonable detail a description of each Unsaleable Asset (as provided to it by the Collateral Manager) and the following auction procedures:

(i) any Noteholder may submit a written bid to purchase for cash one or more Unsaleable Assets no later than the date specified in the auction notice (which shall be at least 15 Business Days after the date of such notice) and, for any Unsaleable Asset for which one or more bids are received, the Trustee, on behalf of the Issuer shall deliver such Unsaleable Asset to the highest bidder against payment of the bid price;

(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 for an Unsaleable Asset, unless delivery in kind is not legally or commercially practicable, the Trustee shall provide notice thereof to each Noteholder and offer to deliver (at no cost to the Noteholders or the Trustee) a pro rata portion of each unsold Unsaleable Asset to the Noteholders of the most senior Class that provide delivery instructions to the Trustee on or before the date specified in such notice, subject to minimum denominations. To the extent that minimum denominations do not permit a pro rata distribution, the Issuer shall identify and the Trustee shall distribute the Unsaleable Assets on a pro rata basis to the extent possible and the Issuer shall select by lottery the Noteholder to whom the remaining amount shall be delivered. The Trustee shall use commercially reasonable efforts to effect delivery of such interests. For the avoidance of doubt, any such delivery to the Noteholders shall not operate to reduce the principal amount of the related Class of Notes held by such Noteholders; and

(iv) if no such Noteholder provides delivery instructions to the Trustee, the Trustee shall take such action (if any) as directed pursuant to an Issuer Order to dispose of the Unsaleable Asset, which may be by donation to a charity, abandonment or other means.

(k) If the Issuer and the Collateral Manager have received an opinion of counsel of national reputation experienced in such matters (together with an Officer's Certificate of the Issuer or the Collateral Manager to the Trustee (on which the Trustee may conclusively rely) that the opinion specified in this paragraph has been received by the Issuer and the Collateral Manager) that the Issuer's ownership of any specific Collateral Debt Obligation or Eligible Investment would cause the Issuer to be unable to comply with the loan securitization ~~exemption~~ exclusion from the definition of "covered fund" under the Volcker Rule, then the Collateral Manager shall be required to use its commercially reasonable efforts to effect the sale of such Collateral Debt Obligation or Eligible Investment and will not purchase any additional Collateral Debt Obligation or Eligible Investment of the type identified in such opinion.

(l) Each purchase of one or more Collateral Debt Obligations after the Closing Date will be made pursuant to an Issuer Order or Collateral Manager Order, which Issuer Order will be deemed a certification by the Collateral Manager, upon which the Trustee and the Collateral Administrator may conclusively rely, that such purchase complies with this Article 12.

## 12.2 Eligibility Criteria and Trading Restrictions.

An obligation (other than an Eligible Investment) to be Granted to the Trustee for inclusion in the Trust Estate ~~as a Collateral Debt Obligation~~ (whether an Initial Collateral Debt Obligation, a Substitute Collateral Debt Obligation or an Additional Collateral Debt Obligation) will be eligible for purchase by the Issuer and inclusion in the Trust Estate only if as of the date the Collateral Manager commits on behalf of the Issuer to make such purchase it satisfies the definition of "Collateral Debt Obligation" and the following conditions (the "Reinvestment Criteria"), as certified to the Trustee by the Collateral Manager, are satisfied as and when applicable:

(a) if the date on which the Collateral Manager commits on behalf of the Issuer to purchase an obligation occurs during the Reinvestment Period:

(i) with respect to the proposed purchase and Grant of any Collateral Debt Obligation on or after the Ramp-Up End Date, either (A) the Average Debt Rating Test is satisfied or (B) ~~when~~if the Average Debt Rating of the Collateral Debt Obligations in the Trust Estate prior to giving effect to the purchase and Grant of such Collateral Debt Obligation (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) is greater than the amount necessary to satisfy the Average Debt Rating Test, the Average Debt Rating of the Collateral Debt Obligations in the Trust Estate after giving effect to the purchase and Grant of such Collateral Debt Obligation shall be maintained or improved;

(ii) with respect to the proposed purchase and Grant of any Collateral Debt Obligation on or after the Ramp-Up End Date, either (A) the Percentage Limitations shall be satisfied or (B) if one or more of the Percentage Limitations are not satisfied prior to giving effect to the purchase and Grant of such Collateral Debt Obligation (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) and one or more of the Percentage Limitations will not be satisfied after giving effect to such purchase and Grant, any Percentage Limitation that was not satisfied prior to giving effect to the purchase and Grant of such Collateral Debt Obligation (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) will be maintained or improved and no Percentage Limitation that was satisfied prior to giving effect to the purchase and Grant of such Collateral Debt Obligation (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) will cease to be satisfied after giving effect to such purchase;

(iii) after giving effect to the proposed purchase and Grant of any Collateral Debt Obligation on or after the Ramp-Up End Date, either (A) the Weighted Average Life Test shall be satisfied or (B) if the Weighted Average Life Test was not satisfied

prior to giving effect thereto (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase and will not be satisfied after giving effect to such purchase and Grant), the Weighted Average Life Test will be maintained or improved after giving effect to the proposed purchase and Grant of such Collateral Debt Obligation;

(iv) on any date of determination after the Ramp-Up End Date, if, after giving effect to any proposed purchase of a Substitute Collateral Debt Obligation or Additional Collateral Debt Obligation, any of the Collateral Coverage Tests would not be satisfied, the Issuer shall not be permitted to make such purchase; provided that, with respect to the purchase of an Additional Collateral Debt Obligation or a Substitute Collateral Debt Obligation with (A) the proceeds from the sale, Unscheduled Principal Payments or other distribution of principal (other than scheduled principal payments) of a Collateral Debt Obligation (other than a Defaulted Obligation, subject to Section 12.5 below) or (B) net proceeds from the sale of the Notes that remain uninvested in Initial Collateral Debt Obligations after the end of the Ramp-Up Period, the Issuer shall be permitted to make such purchase even if any Collateral Coverage Tests were not satisfied prior to giving effect to such proposed sale and will not be satisfied after giving effect thereto if the ratio related to such unsatisfied Collateral Coverage Test shall be maintained or improved after giving effect to the proposed purchase of such Collateral Debt Obligation;

(v) no Enforcement Event shall have occurred and be continuing and, if the Original Class A-1-R Debt is Outstanding, no Event of Default has occurred and is continuing;

(vi) [Reserved];

(vii) [Reserved];

(viii) [Reserved];

(ix) after giving effect to the proposed purchase and Grant of a Collateral Debt Obligation on or after the Ramp-Up End Date, either (A) the Moody's Minimum Weighted Average Recovery Rate Test shall be satisfied or (B) if the Moody's Minimum Weighted Average Recovery Rate Test was not satisfied prior to giving effect thereto (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) and will not be satisfied after giving effect thereto, the Moody's Minimum Weighted Average Recovery Rate Test shall be maintained or improved after giving effect to the proposed purchase and Grant of such Collateral Debt Obligation;

(x) [Reserved];

(xi) after giving effect to the proposed purchase and Grant of any Collateral Debt Obligation on or after the Ramp-Up End Date, either (A) the Minimum Coupon Test shall be satisfied or (B) if the Minimum Coupon Test was not satisfied prior to giving effect thereto (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) and will not be

satisfied after giving effect thereto, the Minimum Coupon Test shall be maintained or improved after giving effect to the proposed purchase and Grant of such Collateral Debt Obligation;

(xii) on and after the Ramp-Up End Date, with regard to the purchase of Substitute Collateral Debt Obligations with (A) Sale Proceeds of Credit Improved Obligations and (B) Sale Proceeds of Discretionary Sales, either (1) such Substitute Collateral Debt Obligations have an aggregate Principal Balance of not less than 100% of the Principal Balance (or, in the case of any Below-Par ~~Security~~Collateral Debt Obligation, the purchase price, excluding accrued interest, expressed as a percentage of par and multiplied by the outstanding principal balance thereof) of the Collateral Debt Obligation being sold or (2) the Aggregate Collateral Balance, after giving effect to such purchases, is greater than or equal to the Reinvestment Target Par Amount;

(xiii) on and after the Ramp-Up End Date, with regard to the purchase of Substitute Collateral Debt Obligations with (A) Sale Proceeds of Defaulted Obligations ~~(subject to Section 12.5)~~ or Equity Securities and (B) Sale Proceeds of Credit Risk Obligations, (1) either (4a) such Substitute Collateral Debt Obligations have an aggregate Principal Balance of not less than 100% of the Sale Proceeds (or, in the case of any Below-Par ~~Security~~Collateral Debt Obligation, the purchase price, excluding accrued interest, expressed as a percentage of par and multiplied by the outstanding principal balance thereof) of the Collateral Debt Obligation being sold or (2b) the Aggregate Collateral Balance, after giving effect to such purchases, is greater than or equal to the Reinvestment Target Par Amount; and (2) after giving effect to such purchase, if using the Sale Proceeds of Defaulted Obligations, such Collateral Coverage Test is satisfied;

(xiv) after giving effect to the proposed purchase and Grant of any Collateral Debt Obligation on or after the Ramp-Up End Date, either (A) the Diversity Test shall be satisfied or (B) if the Diversity Test was not satisfied prior to giving effect thereto (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) and will not be satisfied after giving effect thereto, the Diversity Test shall be maintained or improved after giving effect to the proposed purchase and Grant of such Collateral Debt Obligation; and

(xv) with respect to the proposed purchase and Grant of any Collateral Debt Obligation, such purchase shall not cause the amount on deposit in the Principal Collection Account, after giving effect to (A) all expected debits and credits from this account in connection with such purchase and all other sales and purchases previously or simultaneously committed to but which have not settled, and (B) any principal payments on the Collateral Debt Obligations that are scheduled but have not yet occurred, to be a negative number on the last day of the Reinvestment Period.

(b) if the date on which the Collateral Manager commits on behalf of the Issuer to purchase an obligation occurs after the Reinvestment Period:

(i) such obligation will be purchased with Collateral Principal Collections constituting ~~Unscheduled Principal Payments or the Sale Proceeds of Credit Risk Obligations or Credit Improved Obligations received by the Issuer after the Due Period~~



~~immediately preceding the Payment Date on which the Reinvestment Period ended (and which have not previously been reinvested or distributed)~~ and the commitment date shall be no later than the date that is the later of (A) 30 Business Days following the receipt by the Issuer of such Unscheduled Principal Payments or Sale Proceeds, and (B) the last Business Day of the Due Period during which the Issuer received such Unscheduled Principal Payments or Sales Proceeds;

(ii) no Enforcement Event has occurred and is continuing and, if the Original Class A-1-R Debt is Outstanding, no Event of Default has occurred and is continuing;

(iii) ~~the aggregate Principal Balance of all Substitute Collateral Debt Obligations purchased after the Reinvestment Period with the Sale Proceeds of Credit Improved Obligations after the Reinvestment Period shall not exceed 10.0% of the Target Par Amount;~~[reserved];

(iv) the Substitute Collateral Debt Obligations have the same or a shorter maturity as the called, redeemed or sold Collateral Debt Obligation;

(v) after giving effect to such purchase, each of the Moody's Minimum Weighted Average Recovery Rate Test, ~~the Average Debt Rating Test~~ and the Minimum Coupon Test is satisfied or, if any such Collateral Quality Test was not satisfied prior to giving effect to such purchase (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) and will not be satisfied after giving effect thereto, then such test is maintained or improved after giving effect to such purchase;

(vi) after giving effect to such purchase, (A) the Average Debt Rating Test is satisfied or (B) if the Original Class A-1-R Debt is no longer Outstanding and the Average Debt Rating Test was not satisfied prior to giving effect to such purchase (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) and will not be satisfied after giving effect thereto, then such test is maintained or improved after giving effect to such purchase;

(vii) ~~(vi)~~ after giving effect to such purchase, each Collateral Coverage Test is satisfied;

(viii) ~~(vii)~~ after giving effect to such purchase, either (A) each Percentage Limitation will be satisfied or (B) if one or more such Percentage Limitations is not satisfied prior to giving effect to the purchase of such Collateral Debt Obligation (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) and one or more of such Percentage Limitations will not be satisfied after giving effect to such purchase, any such Percentage Limitation that was not satisfied prior to giving effect to the purchase of such Collateral Debt Obligation (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations the Sale Proceeds of which are being used for such purchase) will be maintained or improved and no such Percentage Limitation that was satisfied prior to giving effect to the purchase of such Collateral Debt Obligation (but, if applicable, after giving effect to the sale of any Collateral Debt Obligations

the Sale Proceeds of which are being used for such purchase) will cease to be satisfied after giving effect to such purchase; provided that clause ~~[(xvixvi)]~~ of the Percentage Limitations must be satisfied after giving effect to such purchase;

~~(ix)~~ ~~(viii)~~ with regard to the purchase of Substitute Collateral Debt Obligations with Unscheduled Principal Payments ~~or with Sale Proceeds of Credit Improved Obligations~~, either (1) such Substitute Collateral Debt Obligations have an aggregate Principal Balance of not less than 100% of the Principal Balance (or, in the case of any Below-Par ~~Security Collateral Debt Obligation~~, the purchase price, excluding accrued interest, expressed as a percentage of par and multiplied by the outstanding principal balance thereof) of the Collateral Debt Obligation (or portion thereof) generating such Unscheduled Principal Payment or ~~Sale Proceeds or~~ (2) if the Original Class A-1-R Debt is no longer Outstanding, the Aggregate Collateral Balance, after giving effect to such purchases, is greater than or equal to the Reinvestment Target Par Amount;

~~(x)~~ ~~(ix)~~ with regard to the purchase of Substitute Collateral Debt Obligations with Sale Proceeds of Credit Risk Obligations, either (1) such Substitute Collateral Debt Obligations have an aggregate Principal Balance of not less than 100% of the Sale Proceeds (or, in the case of any Below-Par ~~Security Collateral Debt Obligation~~, the purchase price, excluding accrued interest, expressed as a percentage of par and multiplied by the outstanding principal balance thereof) of the Credit Risk Obligation (or portion thereof) being sold or (2) if the Original Class A-1-R Debt is no longer Outstanding, the Aggregate Collateral Balance, after giving effect to such purchases, is greater than or equal to the Reinvestment Target Par Amount; ~~and~~

~~(xi)~~ ~~(x)~~ Notwithstanding anything in this Section 12.2(b) to the contrary, ~~if a Rating Downgrade Period is then in effect and (1) the Aggregate Collateral Balance is less than the Reinvestment Target Par Amount, then the Issuer may not make commitments to reinvest Post-Reinvestment Period Collections received during such Rating Downgrade Period or (2) if the Class A Notes, the Class B Notes or the Class C Note are Outstanding and the Aggregate Collateral Balance is greater than the Reinvestment Target Par Amount but any Collateral Coverage Test, the Average Debt Rating Test, the Moody's Minimum Weighted Average Recovery Rate Test or the Diversity Test is not satisfied, then the Issuer may only reinvest up to 10% of the Post-Reinvestment Period Collections received during such Rating Downgrade Period.~~ (1) if (a) the rating of the Class A-1-R Notes has been reduced by Moody's or Fitch by one or more rating subcategories below its initial rating thereof or withdrawn and such rating has not been subsequently upgraded or reinstated to at least such initial rating, (b) the rating of the Class A-2-R Notes has been reduced by Fitch by two or more rating subcategories below its initial rating thereof or withdrawn and such rating has not been subsequently upgraded or reinstated to at least one rating subcategory below the initial rating by Fitch or (c) the rating of any other Class of Secured Notes (other than the Class A-1-R Notes and the Class A-2-R Notes) has been reduced by Moody's by two or more rating subcategories below its initial rating thereof or withdrawn and such rating has not been subsequently upgraded or reinstated to at least one rating subcategory below the initial rating by Moody's (the period when either such condition exists is referred to herein as a "Rating Downgrade Period"; provided that (1) if any such rating withdrawal was the result of a retirement of the applicable Class of Notes or (2) if a Supermajority of the Controlling Class has consented to waive such Rating Downgrade Period by

submitting a Consent Form substantially in the form of Exhibit T attached hereto to the Collateral Manager, Issuer and Trustee, then, in each case such Rating Downgrade Period will not be in effect) and (2) if (a) the Aggregate Collateral Balance is less than the Reinvestment Target Par Amount as of the date of determination, (b) any of the Collateral Coverage Tests is not satisfied as of the applicable date of determination or (c) the Average Debt Rating Test is not satisfied as of the applicable date of determination, then the Issuer may not make commitments to reinvest Unscheduled Principal Payments or the Sale Proceeds of Credit Risk Obligations received during the Rating Downgrade Period (if such Rating Downgrade Period is in effect); and

(xii) each Substitute Collateral Debt Obligation has the same or a higher Moody's Rating, as the called, redeemed or sold Collateral Debt Obligation.

(c) Upon receipt of a Collateral Manager Order, Available Funds representing Collateral Principal Collections and Collateral Interest Collections may be withdrawn from the Collection Account after the last day of the Reinvestment Period and invested in Substitute Collateral Debt Obligations to the extent necessary to settle any commitments to purchase such Substitute Collateral Debt Obligations made prior to the end of the Reinvestment Period in compliance with the Reinvestment Criteria and the other provisions set forth herein for inclusion in the Trust Estate. Available Funds representing Collateral Principal Collections may be used towards the purchase of accrued interest on a Substitute Collateral Debt Obligation, provided that, when such accrued interest is received, it will be treated as Collateral Principal Collections. In addition, Available Funds representing Collateral Interest Collections may also be used during the Reinvestment Period towards the purchase of accrued interest on Substitute Collateral Debt Obligations; provided that, when such accrued interest is received, it will be treated as Collateral Interest Collections. Any such purchases shall be effected only if the Trustee shall have received the ~~certificate~~certification required pursuant to Section 12.7(b); provided, further, that, during the period from and including any Calculation Date to and including the related Payment Date, an amount equal to the amount of Available Funds in the Collection Account as of such Calculation Date shall be retained in the Collection Account for application on the related Payment Date in accordance with the Priority of Payments, and the Collateral Manager may request any withdrawal from the Collection Account pursuant to this Section 12.2(c) only to the extent the amount of funds on deposit in the Collection Account exceeds the amount of Available Funds therein as of such Calculation Date.

Notwithstanding anything in the immediately foregoing paragraph to the contrary, the Collateral Manager may enter into commitments to acquire Substitute Collateral Debt Obligations on the basis of payments of principal of Collateral Debt Obligations that the Issuer has not received, but which the applicable borrower, agent bank, trustee or similar person has notified the Issuer or the Collateral Manager in writing is scheduled to be paid (including, without limitation, by the dissemination or posting to an internet site of a report stating or indicating that such payment is scheduled to be paid), and the amount of any such scheduled payment shall constitute Available Funds that are Collateral Principal Collections permitted to be used to settle the purchase of Substitute Collateral Debt Obligations upon receipt and shall not be subject to the last sentence of the immediately foregoing paragraph.

(d) During or after the Reinvestment Period, for purposes 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 Debt Obligation or a group of Collateral Debt Obligations identified by the Collateral Manager as such at the time 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 ten Business Days following the date of determination of such compliance (such period, the "Trading Plan Period"); provided that (1) no day during any Trading Plan Period relating to a Trading Plan may be a Calculation Date, (2) no Trading Plan may result in the purchase of Collateral Debt Obligations having an Aggregate Principal Amount that exceeds 5.0% of the Aggregate Collateral Balance as of the first day of the Trading Plan Period, (3) no more than one Trading Plan may be in effect at any time during a Trading Plan Period, (4) the Collateral Manager may modify any Trading Plan during a Trading Plan Period if it determines that, but for the occurrence of an Intervening Event, the Reinvestment Criteria would have been satisfied by the original Trading Plan (provided that the Reinvestment Criteria are satisfied by the modified Trading Plan), (5) if the Reinvestment Criteria are satisfied prospectively after giving effect to a Trading Plan but are not satisfied upon the expiry of the related Trading Plan Period, the Collateral Manager will be required to notify Moody's and Fitch before a subsequent Trading Plan may be commenced (and, following such notice, any number of additional Trading Plans may be executed subject to the other limitations in this paragraph) and (6) no Trading Plan may result in the purchase of Collateral Debt Obligations having a stated maturity of less than six months from the date of such purchase.

### 12.3 Purchase of Additional Collateral Debt Obligations pursuant to a Ramp-Up Confirmation Failure.

(a) Upon receipt of a Collateral Manager Order with respect to a Ramp-Up Confirmation Failure, Available Funds representing Collateral Interest Collections allocated in connection with such Ramp-Up Confirmation Failure pursuant to clause (xxii) of the Interest Priority of Payments for the purchase of Additional Collateral Debt Obligations (whether such amount was allocated on the immediately preceding Payment Date or on any previous Payment Date which was not otherwise used to purchase Additional Collateral Debt Obligations) shall be withdrawn from the Collection Account on any Business Day for the purpose of purchasing an Additional Collateral Debt Obligation in compliance with the Reinvestment Criteria as set forth in Section 12.2, and the other provisions set forth herein for inclusion in the Trust Estate in an amount not to exceed such Available Funds and specified in such Collateral Manager Order (except that Collateral Interest Collections may not be used to purchase Revolving Loans or Delayed Funding Loans); provided that the Trustee shall have received a certificate of the Collateral Manager required under Section 12.7(b); provided further that, during the period from and including any Calculation Date to and including the related Payment Date, an amount equal to the amount of Available Funds in the Collection Account as of such Calculation Date shall be retained in the Collection Account for application on the related Payment Date in accordance with the Priority of Payments, and the Collateral Manager may request any withdrawal of Collateral Interest Collections or Collateral Principal Collections from the Collection Account pursuant to this Section 12.3 only to the extent the amount on deposit in the Collection Account exceeds the amount of Available Funds therein as of such Calculation Date.

12.4 Collateral Debt Obligations Subject to Offer or Call; A/B Exchange.

(a) The Collateral Manager may only effect the sale or exchange of a Collateral Debt Obligation that is the subject of an Offer or call for redemption if, together with its direction to sell such obligation (and the certificates required pursuant to Section 10.3 or 12.1 hereof, as applicable), the Collateral Manager certifies that either (1) the sale price for such obligation is equal to or greater than the price available pursuant to such Offer or call or (2) in the Collateral Manager's sole judgment there is reasonable likelihood that the Offer or call will not be consummated or, if consummated, may be delayed until more than twenty (20) days beyond the date of such sale. The Collateral Manager may elect to effect an exchange of any Collateral Debt Obligation that is subject to an Offer if ~~(i)~~:

(i) the Offer is for Cash to be paid to the Issuer, ~~(ii)~~;

(ii) the Offer is part of a Distressed Exchange, ~~(iii)~~; provided that if the Aggregate Principal Amount of all Collateral Debt Obligations acquired as part of Distressed Exchanges by the Issuer since the Closing Date exceeds 25.0% of the Target Par Amount, then such excess shall be treated as Defaulted Obligations for purposes of this Indenture;

(iii) the Reinvestment Criteria are satisfied; or ~~(iv)~~

(iv) the Offer is in connection with a Maturity Extension so long as (A) ~~the aggregate principal amount of all obligations that have been subject to Maturity Extensions from the Closing Date to such date does not exceed 10% of the Target Par Amount and (B) if the Original Class A-1-R Debt is Outstanding (1) the Weighted Average Life Test is satisfied or, if not satisfied, is maintained or improved, in each case after giving effect to such exchange, and (2) such Offer would not result in such Collateral Debt Obligation (or any other Collateral Debt Obligation received in connection with such transaction) having a stated maturity later than the Stated Maturity Date of the Notes unless such Collateral Debt Obligation(s), together with the other Long-Dated Obligations in the Trust Estate, will not cause clause (xxv) of the Percentage Limitations to be exceeded; provided that clause (A) above Maturity Date, or (B) if the Original Class A-1-R Debt is no longer Outstanding, (1) such Offer would not result in such Collateral Debt Obligation (or any other Collateral Debt Obligation received in connection with such transaction) having a stated maturity later than the Stated Maturity Date, and (2) the aggregate principal amount of all obligations that have been subject to Maturity Extensions from the Closing Date (accepted pursuant to this clause (iv)) to the date of the vote in favor of such Maturity Extension does not exceed [15]% of the Target Par Amount; provided that the limitation in sub-clause (B)(2) shall not apply as~~ so long as, as of the date of such vote in favor of ~~as~~ such Maturity Extension, the Weighted Average Life Test is satisfied after giving effect to such exchange.

(b) [Reserved].

(c) Notwithstanding anything contained in this Indenture to the contrary, a Collateral Debt Obligation (the "A Security Obligation") may be exchanged for another Collateral Debt Obligation (the "B Security Obligation") solely for purposes of effecting

an A/B Exchange with respect to the A SecurityObligation (and the Trustee shall release such obligation from the lien of this Indenture) if the Trustee shall have received a Collateral Manager Order with respect to such exchange, which also certifies that the requested release of the A SecurityObligation is part of an A/B Exchange in compliance with this Section 12.4 and that the B SecurityObligation identified therein otherwise complies with the requirements of Sections 12.2 and 12.7 hereof. An "A/B Exchange" with respect to an A SecurityObligation shall mean an exchange of the A SecurityObligation for:

(i) the B SecurityObligation, which shall be issued by the issuer or issuers of the A SecurityObligation and shall have substantially identical terms to the A SecurityObligation, except that one or more restrictions on the ability of the holder to sell or otherwise dispose of the A SecurityObligation (including the requirement that the holder deliver a prospectus to the transferee in such sale or other disposition) are inapplicable to the B SecurityObligation, and

(ii) Cash or Cash equivalents in settlement of fractional or unauthorized denominations of A SecuritiesObligations tendered for exchange or B SecuritiesObligations received in the exchange.

12.5 Purchase and Swap of Defaulted Obligations [Reserved].

~~(a) — Notwithstanding Section 12.2 to the contrary, prior to the end of the Reinvestment Period, a Defaulted Obligation (a "Purchased Defaulted Obligation") may be purchased with all or a portion of the Sale Proceeds of another Defaulted Obligation (an "Exchanged Defaulted Obligation") (each such exchange referred to as an "Exchange Transaction"), if:~~

~~(i) — when compared to the Exchanged Defaulted Obligation, the Purchased Defaulted Obligation (A) is issued by a different obligor, (B) but for the fact that such debt obligation is a Defaulted Obligation, such Purchased Defaulted Obligation would otherwise qualify as a Collateral Debt Obligation and (C) the expected recovery rate of such Purchased Defaulted Obligation, as determined by the Collateral Manager in good faith, is no less than the expected recovery rate of the Exchanged Defaulted Obligation;~~

~~(ii) — the Collateral Manager has certified in writing to the Trustee that:~~

~~(A) — at the time of the purchase, (i) the Purchased Defaulted Obligation is no less senior in right of payment *vis-à-vis* its related obligor's outstanding indebtedness than the seniority of the Exchanged Defaulted Obligation and (ii) the Moody's Rating, if any, of the Purchased Defaulted Obligation is the same or better respective rating, if any, of the Exchanged Defaulted Obligation;~~

~~(B) — after giving effect to the purchase, (i) each of the Collateral Coverage Tests is satisfied, (ii) the Aggregate Collateral Balance shall not be reduced and (iii) the Average Debt Rating Test shall be satisfied, or if not satisfied, maintained or improved after giving effect to such purchase (or commitment to purchase) as immediately prior to such purchase (or commitment to purchase);~~

~~(C) — both prior to and after giving effect to such purchase, Percentage Limitations were and will be satisfied or, if any Percentage Limitation was not satisfied prior to such purchase, such Percentage Limitation will be maintained or improved;~~

~~(D) — the period for which the Issuer held the Exchanged Defaulted Obligation will be included for all purposes in this Indenture when determining the period for which the Issuer holds the Purchased Defaulted Obligation;~~

~~(E) — the Exchanged Defaulted Obligation was not previously a Purchased Defaulted Obligation acquired in a transaction pursuant to this Section 12.5; and~~

~~(F) — the Rating Downgrade Period is not applicable; and~~

~~(iii) — such purchase of the Purchased Defaulted Obligation will not, when taken together with all other Purchased Defaulted Obligations then held by the Issuer, cause the Aggregate Principal Amount of all of Purchased Defaulted Obligations then held by Issuer to exceed 1.0% of the Aggregate Collateral Balance.~~

~~For the avoidance of doubt, Exchange Transactions may occur by separate purchase and sale transactions. If, at any time, a Purchased Defaulted Obligation no longer satisfies the definition of Defaulted Obligation, it shall no longer be considered a Purchased Defaulted Obligation.~~

~~(b) — Notwithstanding Section 12.2 to the contrary and without limitation to the Issuer's rights to effect a Distressed Exchange, the Collateral Manager may instruct the Trustee to exchange a Defaulted Obligation at any time, for another Defaulted Obligation (a "Swapped Defaulted Obligation"), for so long as at the time of or in connection with such exchange:~~

~~(i) — such Swapped Defaulted Obligation is issued by the same obligor as the Defaulted Obligation (or an Affiliate of or successor to such obligor or an entity that succeeds to substantially all of the assets of such obligor) and ranks in right of payment no more junior than the Defaulted Obligation for which it was exchanged; provided, that if the Issuer is also required to pay an amount for such Swapped Defaulted Obligation, the Issuer shall only use Collateral Interest Collections to effect such payment and only for so long as, **after giving effect to such purchase**, there would be sufficient Collateral Interest Collections to pay all amounts required to be paid pursuant to the Priority of Payments prior to distributions to Holders of the Subordinated Notes on the next succeeding Payment Date;~~

~~(ii) — if any Collateral Coverage Test is not satisfied following such exchange, then such Collateral Coverage Test is maintained or improved;~~

~~(iii) — the Market Value of such Swapped Defaulted Obligation must be equal to or higher than the Market Value of the Defaulted Obligation for which it was exchanged;~~

~~(iv) — the Expected Recovery Rate of such Swapped Defaulted Obligation must be no less than the Expected Recovery Rate of the Defaulted Obligation for which it was exchanged;~~

~~(v) — as determined by the Collateral Manager, if any of the Percentage Limitations is not satisfied following such exchange, then any such Percentage Limitation is maintained or improved;~~

~~(vi) — the period for which the Issuer held the Defaulted Obligation which was exchanged will be included for all purposes in this Indenture when determining the period for which the Issuer holds the Swapped Defaulted Obligation; and~~

~~(vii) — no more than one Swapped Defaulted Obligation may be exchanged for a Defaulted Obligation during each Periodic Interest Accrual Period;~~

~~provided, that the Aggregate Principal Amount of all Swapped Defaulted Obligations received in exchange for a Defaulted Obligation since the Closing Date does not exceed 10.0% of the Target Par Amount.~~

12.6 [Reserved]

12.7 Conditions Applicable to All Transactions Involving Purchases of Collateral Debt Obligations.

(a) Any transaction effected under this Article 12 or under Section 10.2 or 10.3 hereof shall be conducted on an arm's-length basis and, if effected with the Collateral Manager, an Affiliate of the Collateral Manager, the Issuer or the Trustee, in each case acting as principal or agent, shall be effected on terms as favorable to the Noteholders as would be the case if such Person were not so affiliated and, additionally in the case of the Collateral Manager or an Affiliate thereof, also in compliance with the requirements of the Collateral Management Agreement; provided that the Trustee shall have no responsibility to oversee compliance with this clause by the Issuer or Collateral Manager.

(b) Upon any sale, acquisition or substitution pursuant to this Article 12, all of the Issuer's right, title and interest to the acquired (whether by purchase or exchange) Pledged Obligations shall be, and hereby is, Granted to the Trustee pursuant to the Granting Clauses of this Indenture and each such Pledged Obligation shall be Delivered to the Trustee. The Trustee shall also receive, not later than the date of Delivery, an Officer's Certificate of the Collateral Manager (which may be a Collateral Manager Order or an Issuer Order) certifying (i) compliance with the applicable provisions of this Article 12 based on calculations included in such certificate and (ii) that any obligation to be purchased constitutes a Collateral Debt Obligation. Notwithstanding the foregoing, a trade ticket or other confirmation of trade in respect of such acquisition or substitution delivered to the Trustee by the Collateral Manager, shall constitute certification as to the matters described in the preceding sentence, and the Trustee may rely on such certification.



(c) The Issuer hereby represents and warrants as of the date of each acquisition and Grant to the Trustee of a Collateral Debt Obligation pursuant to this Article 12 that:

(i) the Issuer is the owner of each such Collateral Debt Obligation free and clear of any liens, claims or encumbrances of any nature whatsoever, except for those Granted or permitted to exist pursuant to this Indenture;

(ii) the Issuer has acquired its ownership in such Collateral Debt Obligation in good faith without notice of any adverse claim, except as described in clause (i) above;

(iii) the Issuer has Delivered each such Collateral Debt Obligation to the Trustee and has not assigned, pledged or otherwise encumbered any interest in such Collateral Debt Obligation (or, if any such interest has been assigned, pledged or otherwise encumbered, it has been released) other than interests Granted or permitted to exist pursuant to this Indenture, except as described in clause (i) above; and

(iv) ~~the~~he Issuer has full right to Grant a security interest in and assign and pledge, ~~and has Granted or does hereby Grant, such Collateral Debt Obligation to the Trustee, unless such~~ (except to the extent such right of the Issuer is qualified with respect to any Collateral Debt Obligation consists of Loans to the extent the Underlying Instruments for which of such Collateral Debt Obligation require the consent of the borrower and/or agent bank for such pledge and for which the Issuer has not yet received such consent; provided that (i) any such Underlying Instruments that expressly require such consent also provide that such consent may not be unreasonably withheld and (ii) the Issuer shall continue after to diligently seek such consents-), and the Issuer has Granted or does hereby Grant, such Collateral Debt Obligation to the Trustee;

(v) the Collateral Debt Obligation satisfies the requirements of the definition of "Collateral Debt Obligation"; and

(vi) upon Grant by the Issuer, the Trustee has for the benefit of the Secured Noteholders a first priority perfected security interest in such Collateral Debt Obligation, subject only to Permitted Liens.

### 13. NOTEHOLDERS' RELATIONS

#### 13.1 Subordination.

(a) Anything in this Indenture or the Notes to the contrary notwithstanding, the Hedge Counterparties and the Holders of the Notes agree for the benefit of the Hedge Counterparties that the Notes and the Issuer's rights in and to the Collateral (solely with respect to all amounts payable to the Hedge Counterparties pursuant to clauses (ii) and (vii) of the Interest Priority of Payments and clause (i) of the Principal Priority of Payments and in the priority set forth therein) shall be subordinate and junior to the rights of the Hedge Counterparties with respect to payments to be made to the Hedge Counterparties pursuant to the Hedge Agreements to the extent and in the manner set forth in Section 11.1 and hereinafter provided. If

an Enforcement Event shall occur in accordance with Article 5 hereof and be continuing, including as a result of an Event of Default specified in Section 5.1(g) or (h), all amounts payable to the Hedge Counterparties pursuant to clause (1) of Section 5.8 shall be paid in Cash or, to the extent the Hedge Counterparties consent, other than in Cash, before any further payment or distribution is made on account of the Notes.

(b) Anything in this Indenture or the Notes to the contrary notwithstanding, each Holder of the Notes of any Junior Class agrees for the benefit of the Holders of the Notes of each Priority Class with respect to such Junior Class that such Holder's rights in and to the Collateral shall be subordinate and junior to the Notes of each such Priority Class to the extent and in the manner set forth in this Indenture. If an Enforcement Event shall occur in accordance with Article 5 hereof, including as a result of an Event of Default specified in Section 5.1(g) or (h) hereof, and be continuing, all accrued and unpaid interest on and the outstanding principal of each applicable Priority Class shall be paid in full in Cash pursuant to Section 5.8 or, to the extent at least a Majority of the most senior Class of the then Outstanding Notes ~~(for which purpose the Class D-1 Notes and the Class D-2 Notes shall be deemed to be a single Class)~~ consents, as the case may be, other than in Cash, before any further payment or distribution is made on account of any Junior Class, to the extent and in the manner provided in Section 5.8.

(c) If, notwithstanding the provisions of this Indenture, any Holder of any Notes of any Junior Class shall have received any payment or distribution in respect thereof contrary to the provisions of this Indenture, then, unless and until all accrued and unpaid interest on and the outstanding principal of each Priority Class with respect thereto shall have been paid in full in Cash or, to the extent at least a Majority of such Priority Class consents, other than in Cash in accordance with this Indenture, such payment or distribution shall be received and held in trust for the benefit of, and shall forthwith be paid over and delivered to, the Trustee, which shall pay and deliver the same to the Holders of the Notes of the applicable Priority Classes in accordance with this Indenture; provided that, if any such payment or distribution is made other than in Cash, it shall be held by the Trustee as part of the Collateral and subject in all respects to the provisions of this Indenture, including this Section 13.1.

### 13.2 Standard of Conduct.

In exercising any of its or their voting rights, rights to direct and consent or any other rights as a Noteholder under this Indenture, subject to the terms and conditions of this Indenture, including Sections 5.10 and 13.1 hereof, a Noteholder or Noteholders shall not have any obligation or duty to any Person or to consider or take into account the interests of any Person and shall not be liable to any Person for any action taken by it or them or at its or their direction or any failure by it or them to act or to direct that an action be taken, without regard to whether such action or inaction benefits or adversely affects any Noteholder, the Issuer or any other Person.

## 14. MISCELLANEOUS

### 14.1 Form of Documents Delivered to Trustee.

(a) In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

(b) Any certificate or opinion of an Authorized Officer of the Issuer, the Co-Issuer or the Collateral Manager may be based, insofar as it relates to legal matters, upon an Opinion of Counsel or a certificate of or representations by such legal counsel, unless such Authorized Officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate of an Authorized Officer of the Issuer, the Co-Issuer or the Collateral Manager, or Opinion of Counsel or certificate of or representations by such legal counsel, may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an Authorized Officer of the Issuer, the Co-Issuer, the Collateral Manager, the Trustee or any other Person, stating that the information with respect to such factual matters is in the possession of the Issuer, the Co-Issuer, the Collateral Manager or such other Person, unless such Authorized Officer of the Issuer, the Co-Issuer or the Collateral Manager or counsel knows that the certificate or opinion or representations with respect to such matters are erroneous.

(c) Where any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

(d) Absent an Event of Default, any action taken by the Trustee with respect to the Collateral Debt Obligations shall be at the direction of the Issuer, the Co-Issuer or the Collateral Manager, as applicable.

#### 14.2 Acts of Noteholders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Noteholders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Noteholders in person or by an agent or proxy duly appointed in writing; and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee and, where it is hereby expressly required, to the Issuer. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and conclusive in favor of the Trustee and the Issuer if made in the manner provided in this Section 14.2.

(b) The fact and date of the execution by any Person of any such instrument or writing may be proved in any manner which the Trustee deems sufficient.

(c) The ownership of Notes shall be proved by the Note Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other action by the Holder of any Notes shall bind the Holder (and any transferee thereof) of every Note issued upon the registration thereof or in exchange therefor or in lieu thereof, in respect of anything done, omitted or suffered to be done by the Trustee, the Co-Issuer or the Issuer in reliance thereon, whether or not notation of such action is made upon such Note.

#### 14.3 Notices.

Any request, demand, authorization, direction, notice, consent, waiver or other communication or documents provided or permitted by this Indenture to be made upon, given or furnished to, or filed with:

(a) the Trustee by any Noteholder or by the Issuer or by the Collateral Manager shall be sufficient for every purpose hereunder if in writing and made, given, furnished or filed to and mailed, by certified mail, return receipt requested, or sent by overnight courier guaranteeing next day delivery, or sent by confirmed telecopy transmission to the Trustee (and deemed effective only upon actual receipt thereof), addressed to it at the Corporate Trust Office (provided that any request, demand, authorization, direction, notice, consent, waiver or other communication from the Collateral Manager to the Trustee (other than required certifications) may be by electronic mail, which shall be deemed to be in writing), at fax number (855) 644-5336 or email address: [steven.illingworth@usbank.com](mailto:steven.illingworth@usbank.com), respectively, Attention: Dryden 38 Senior Loan Fund, or at any other address furnished in writing to the Issuer, the Collateral Manager and the Noteholders by the Trustee; or

(b) the Issuer by the Trustee or by any Noteholder or by the Collateral Manager shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to and mailed, by certified mail, return receipt requested, or sent by overnight courier guaranteeing next day delivery, or sent by electronic mail, or sent by confirmed telecopy transmission with simultaneous mailing of the original on the same day by first class mail, postage prepaid, to the Issuer addressed to the Issuer at:

Dryden 38 Senior Loan Fund  
c/o MaplesFS Limited  
PO Box 1093  
Boundary Hall  
Cricket Square  
Grand Cayman  
KY1-1102  
Cayman Islands  
Fax: +1 (345) 945-7100  
Email: [cayman@maplesfs.com](mailto:cayman@maplesfs.com)  
Attention: The Directors

or at any other address furnished in writing to the Trustee, the Collateral Manager and the Noteholders by the Issuer; or

(c) the Co-Issuer by the Trustee or by any Noteholder or by the Collateral Manager shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to and mailed by certified mail, return receipt requested, or sent by overnight courier guaranteeing next day delivery, [or sent by electronic mail](#), or sent by confirmed telecopy transmission with simultaneous mailing of the original on the same day by first class mail, postage prepaid, to the Co-Issuer addressed to the Co-Issuer at:

Dryden 38 Senior Loan Fund LLC  
c/o Puglisi & Associates  
850 Library Avenue  
Suite 204  
Newark, Delaware 19711

or at any other address furnished in writing to the Trustee, the Collateral Manager and the Noteholders by the Co-Issuer; or

(d) the Collateral Manager by any Noteholder, the Trustee or the Issuer shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to and mailed, by certified mail, return receipt requested, or sent by overnight courier guaranteeing next day delivery, [or sent by electronic mail](#), or sent by confirmed telecopy transmission with simultaneous mailing of the original on the same day by first class mail, postage prepaid, to the Collateral Manager addressed to the Collateral Manager at:

~~Prudential Investment Management, Inc.~~  
~~Two Gateway Center~~ [PGIM, Inc.](#)  
[655 Broad Street, 7<sup>th</sup> Floor](#)  
Newark, New Jersey 07102  
~~Fax: (855) 857-6409-4410~~  
Attention: CDO Unit, Managing Director  
[Email: pimficdoteam@pgim.com, with a copy to bent.hoyer@pgim.com](mailto:pimficdoteam@pgim.com)

or at any other address furnished in writing to the Noteholders, the Trustee and the Issuer by the Collateral Manager; or

(e) Moody's shall be sufficient for every purpose hereunder if in writing and mailed, by certified mail return receipt requested, or sent by overnight courier guaranteeing next day delivery, [or by electronic mail](#), or sent by confirmed telecopy transmission with simultaneous mailing of the original on the same day by first class mail postage prepaid, addressed to Moody's at:

Moody's Investors Service, Inc.  
250 Greenwich St.  
7 World Trade Center  
New York, NY 10007  
Attention: CBO/CLO Monitoring

~~email: CDOMonitoring~~ Email: [cdomonitoring@moody's.com](mailto:cdomonitoring@moody's.com)  
Fax: (212) 553-0355

or at any other address furnished in writing to the Trustee, the Collateral Manager and the Issuer by Moody's; or

(f) Fitch shall be sufficient for every purpose hereunder if (i) in writing and mailed, by certified mail return receipt requested, or sent by overnight courier guaranteeing next day delivery, or by electronic mail, or sent by confirmed telecopy transmission with simultaneous mailing of the original on the same day by first class mail postage prepaid and (ii) in electronic form, addressed to Fitch at:

33 Whitehall Street  
New York, New York 10004  
Email: [cdo.surveillance@fitchratings.com](mailto:cdo.surveillance@fitchratings.com)

or at any other address furnished in writing to the Trustee, the Collateral Manager and the Issuer by Fitch; or

(g) Morgan Stanley & Co. LLC shall be sufficient for every purpose hereunder if in writing and mailed, by certified mail return receipt requested, or sent by overnight courier guaranteeing next day delivery, or sent by confirmed telecopy transmission with simultaneous mailing of the original on the same day by first class mail postage prepaid, addressed to Morgan Stanley & Co. LLC at:

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036  
Attention: Managing Director, CLO Group

or at any other address furnished in writing to the Trustee, the Collateral Manager and the Issuer by Morgan Stanley & Co. LLC;

(h) BNP Paribas Securities Corp. shall be sufficient for every purpose hereunder if in writing and mailed, by certified mail return receipt requested, or sent by overnight courier guaranteeing next day delivery, or by electronic mail, or sent by confirmed telecopy transmission with simultaneous mailing of the original on the same day by first class mail postage prepaid, addressed to BNP Paribas Securities Corp. at:

BNP Paribas Securities Corp.  
787 7<sup>th</sup> Avenue, New York, New York 10019  
Attention: Fixed Income Structuring and Legal Dept.

or at any other address furnished in writing to the Trustee, the Collateral Manager and the Issuer by BNP Paribas Securities Corp.;

(i) ~~(h)~~ each Hedge Counterparty shall be sufficient for every purpose hereunder if in writing and mailed, by certified mail return receipt requested, or sent by overnight

courier guaranteeing next day delivery, or by electronic mail, or sent by confirmed teletype transmission with simultaneous mailing of the original on the same day by first class mail postage prepaid, addressed to such Hedge Counterparty at any address furnished in writing to the Trustee, the Collateral Manager and the Issuer by such Hedge Counterparty;

(j) ~~(i) the Irish Stock Exchange~~ Euronext Dublin shall be sufficient for every purpose hereunder if in writing and mailed, by certified mail return receipt requested, or sent by overnight courier guaranteeing next day delivery, or by electronic mail, or sent by confirmed teletype transmission with simultaneous mailing of the original on the same day by first class mail postage prepaid, addressed to ~~the Irish Stock Exchange~~ Euronext Dublin at 28 Anglesea Street, Dublin 2, Ireland (or, if to be released through ~~the Irish Stock Exchange~~ Euronext Dublin website, by submission in Microsoft Word Format via www.isedirect.ie) or at any other address furnished in writing to the Trustee, the Collateral Manager and the Issuer by ~~the Irish Stock Exchange~~ Euronext Dublin.

(k) ~~(j)~~ The Bank (in each of its capacities) agrees to accept and act upon instructions or directions pursuant to this Indenture or any document executed in connection herewith sent by unsecured email, facsimile transmission or other similar unsecured electronic methods, provided, however, that any person providing such instructions or directions shall provide to the Bank an incumbency certificate listing persons designated to provide such instructions or directions, which incumbency certificate shall be amended whenever a person is added or deleted from the listing. If such person elects to give the Bank email or facsimile instructions (or instructions by a similar electronic method) and the Bank in its discretion elects to act upon such instructions, the Bank's reasonable understanding of such instructions shall be deemed controlling. The Bank shall not be liable for any losses, costs or expenses arising directly or indirectly from the Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflicting with or being inconsistent with a subsequent written instruction. Any person providing such instructions or directions agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Bank, including without limitation the risk of the Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties and acknowledges and agrees that there may be more secure methods of transmitting such instructions than the method(s) selected by it and agrees that the security procedures (if any) to be followed in connection with its transmission of such instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances.

(l) ~~(k)~~ The Trustee shall deliver to any Holder of Notes or any Certifying Holder, any information or notice requested to be so delivered by such Holder or Certifying Holder and that is reasonably available to the Trustee, and all related costs will be borne by the Issuer as Administrative Expenses. Upon written request to the Trustee from any Holder of Notes listed in the Note Register or any Person that has certified to the Trustee in writing substantially in the form of Exhibit D to this Indenture that it is the owner of a beneficial interest in a Global Note (including any documentation that the Trustee may request in order to verify such ownership) that the Trustee deliver to the Holders of Notes the information or notice (the "Noteholder Information") provided by such Holder or Person providing such certification and requested to be so delivered by such Holder or Person, the Trustee shall deliver such Noteholder Information to the Holders of Notes listed in the Note Register and to any Certifying

Holder, and all related costs of the distribution of such Noteholder Information shall be borne by the Issuer as Administrative Expenses.

#### 14.4 Notices to Noteholders; Waiver; Communications with Rating Agencies.

(a) Where this Indenture provides for giving a copy of any report or notice to Noteholders (such report or notice, a "notice") of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and mailed first-class, postage prepaid, to each Noteholder affected by such event at its address as it appears on the Note Register maintained by the Trustee as Note Registrar (unless the Noteholder has delivered notice of another address to the Trustee in the form of Exhibit D attached hereto), not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Noteholders is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Noteholder shall affect the sufficiency of such notice with respect to other Noteholders, and any notice which is mailed in the manner herein provided shall conclusively be presumed to have been duly given whether or not received. In addition, (i) for so long as any Notes are listed on ~~the Irish Stock Exchange~~ [Euronext Dublin](#) and the guidelines of ~~the Irish Stock Exchange~~ [Euronext Dublin](#) so require, notices to the Holders of such Notes shall also be published via ~~the Irish Stock Exchange~~ [Euronext Dublin](#), (ii) for so long as any of the Secured Notes are rated by Moody's, notices to the Holders of such Notes shall also be given to Moody's in the manner specified in Section 14.3 and (iii) notices to the Holders of the Notes shall also be given to the Initial Purchaser. The Trustee will deliver to a Holder of Notes any information or notice relating to this Indenture requested to be so delivered by such Holder of any Class of Notes, at the expense of the Issuer; *provided* that the Trustee may decline to send any such notice that it reasonably determines to be contrary to (i) any of the terms of this Indenture, (ii) any duty or obligation that the Trustee may have hereunder or (iii) applicable law. The Trustee may require the requesting Holders to comply with its standard verification policies in order to confirm Noteholder status.

(b) Where this Indenture provides for notice in any manner, any such notice may be waived in writing by any Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Noteholders shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

(c) In the event that, by reason of the suspension of the regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Noteholders when such notice is required to be given pursuant to any provision of this Indenture, then any manner of giving such notice as shall be satisfactory to the Trustee shall be deemed to be a sufficient giving of such notice.

(d) On the Closing Date, the Issuer shall engage the Collateral Administrator, in accordance with the Collateral Administration Agreement, to assist the Issuer in complying with certain of the posting requirements under Rule 17g-5 (in such capacity, the "Information Agent"). Notwithstanding anything to the contrary in this Indenture, any notice or other communication or document required or permitted by this Indenture (with the exception of any Accountants' Certificate and/or Accountants' Report except to the extent required by



applicable law or regulation or by any governmental or regulatory body) to be made upon, given, provided, mailed, delivered or furnished to, or filed with, a Rating Agency, and any other communication with a Rating Agency by a [Section 14.4\(d\)](#) Transaction Party relating to this Indenture or the Notes, shall be delivered by such [Section 14.4\(d\)](#) Transaction Party to the Information Agent in an electronic format readable and uploadable (that is not locked or corrupted) by email to 17g5informationprovider@usbank.com (the "[Information Agent Address](#)") specifying "Dryden 38" and the Information Agent will forward any such notice or other written communication received by the Information Agent and labeled for delivery to a Rating Agency for Posting to a website (the "[NRSRO Website](#)") established by the Issuer pursuant to the requirements of Rule 17g-5 governing communications with nationally recognized statistical rating organizations hired by "arrangers" of "structured finance products" (as such terms are defined in Rule 17g-5). The Issuer agrees, and shall cause each [Section 14.4\(d\)](#) Transaction Party to agree, that (a) it will not communicate information relating to this Indenture, the Notes or the transactions contemplated hereby to a Rating Agency orally and (b) it will cause any notice or other written communication provided by such Person to a Rating Agency to be delivered to the Information Agent through the email address specifically identified above as being for the purpose of Posting to the NRSRO Website contemporaneously with its delivery to such Rating Agency. The Issuer agrees that it will otherwise comply in all respects with the requirements of Rule 17g-5. In addition to Posting to the NRSRO Website all notices or other written communication by the Information Agent to any Rating Agency, the Information Agent shall forward for Posting to the NRSRO Website any notice or other written communication required or permitted by this Indenture (with the exception of any Accountants' Certificate and/or Accountants' Report except to the extent required by applicable law or regulation or by any governmental or regulatory body) provided to it by any other [Section 14.4\(d\)](#) Transaction Party for communication to the Rating Agencies specifically identified as being provided for the purpose of Posting on the NRSRO Website; provided that neither the Trustee nor the Information Agent shall have responsibility for the content thereof to the extent it was not prepared by the Trustee and shall have no responsibility to monitor compliance with the Rule 17g-5 Procedures. Notwithstanding anything to the contrary herein, in no event shall the Trustee or the Bank (in any capacity) be liable to the Issuer, the Collateral Manager, the Holders of the Notes or any other Person in connection with the NRSRO Website as to any information thereon including information provided by the Trustee or the Collateral Administrator, other than information provided by the Trustee or the Collateral Administrator solely for Posting on the NRSRO Website which is determined in a court of law, by a final judicial decision not subject to appeal, to be willfully and intentionally misleading. Until further notice by the Issuer, the Issuer hereby instructs the Information Agent to post on the NRSRO Website (i) the information required to be delivered to a Rating Agency by the Trustee pursuant to Article 10 and all information received by the Information Agent by email to the Information Agent Address specifying "Dryden 38" and (ii) concurrently with distribution to the Holders, each Monthly Report and each Valuation Report. The procedures set forth in this Section 14.4(d) are collectively referred to as the "[Rule 17g-5 Procedures](#)". The Issuer shall cause to be delivered to the Information Agent, and hereby instructs the Information Agent to forward for Posting on the NRSRO Website, fully executed copies of this Indenture, the Collateral Management Agreement, the Administration Agreement, the Account Control Agreement, the Collateral Administration Agreement and the opinions and certificates delivered pursuant to Sections 3.1 and 3.2. As used in this Section 14.4(d), (i) the term "Rating Agencies" (or "Rating Agency") shall include any of

their (or its) respective officers, directors or employees and (ii) the term "[Section 14.4\(d\) Transaction Parties Party](#)" shall mean, ~~collectively~~, each of the Issuer, Co-Issuer, the Collateral Administrator and the Administrator. The Information Agent may require registration and the acceptance of a disclaimer by, and certification from, the Rating Agencies or any other Person requesting access to the NRSRO Website, which may be submitted electronically via the NRSRO Website.

(e) The Trustee (i) makes no representation in respect of the content of the NRSRO Website or compliance by the NRSRO Website with this Indenture, Rule 17g-5, or any other law or regulation, (ii) will not be responsible for ensuring that the NRSRO Website complies with Rule 17g-5, or any other law or regulation, (iii) will not be liable for the use of the information posted on the NRSRO Website, whether by the Co-Issuers, the Rating Agencies or any other Person that may gain access to the NRSRO Website or the information posted thereon, (iv) shall have no obligation or duty to verify, confirm or otherwise determine whether the information being delivered to it by others for Posting is accurate, complete, conforms to this Indenture or Rule 17g-5, or is otherwise than what it purports to be or is required to be posted pursuant to Rule 17g-5, and shall not be responsible or have any liability for any delay or failure to forward for Posting information that is not in electronic format readable and uploadable (that is not locked or corrupted). The Trustee's responsibility with respect to the NRSRO Website shall be limited to the specific obligations contained in this Indenture.

(f) Any notice or other document required or permitted by this Indenture to be made upon, given or furnished to, or filed with, a Rating Agency, and any other communication with a Rating Agency will be sufficient for every purpose hereunder if such notice or other document relating to this Indenture, the Notes or the transactions contemplated hereby:

(i) is in writing;

(ii) has been sent (by 12:00 p.m. (New York time) on the date such notice or other document is due) to the Information Agent Address for Posting, and

(iii) has been furnished by email to the following addresses (or such other address provided by such Rating Agency):

(A) to Moody's, at [Monitor.CDOcdomonitoring@moody.com](mailto:Monitor.CDOcdomonitoring@moody.com); and

(B) to Fitch at [cdo.surveillance@fitchratings.com](mailto:cdo.surveillance@fitchratings.com).

(g) The Trustee:

(i) will not be responsible for maintaining the NRSRO Website, posting any notices or other communications to the NRSRO Website or ensuring that the NRSRO Website complies with the requirements of this Indenture, Rule 17g-5, or any other law or regulation;

(ii) makes no representation in respect of the content of the NRSRO Website or compliance by the NRSRO Website with this Indenture, Rule 17g-5, or any other law or regulation and the maintenance by the Trustee of the website described in 14.4 shall not be deemed as compliance by or on behalf of the Issuer with Rule 17g-5 or any related law or regulation; and

(iii) will not be responsible or liable for the dissemination of any identification numbers or passwords for the NRSRO Website.

(h) The Trustee shall have no obligation to engage in or respond to, any oral communications for the purposes of determining the initial credit rating of the Notes or undertaking credit rating surveillance of the Notes with any Rating Agency or any of their respective officers, directors or employees.

(i) The Trustee shall not be responsible or liable for the dissemination of any identification numbers or passwords for the NRSRO Website, including by the Issuers, the Rating Agencies, the NRSROs, any of their agents or any other party. Additionally, the Trustee shall not be liable for the use of the information posted on the NRSRO Website, whether by the Issuers, the Rating Agencies, the NRSROs or any other third party that may gain access to the NRSRO Website or the information posted thereon.

(j) Notwithstanding anything to the contrary in this Indenture, a breach of this Section 14.4 shall not constitute a Default or an Event of Default.

#### 14.5 Effect of Headings and Table of Contents.

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

#### 14.6 Successors and Assigns.

All covenants and agreements in this Indenture by the Issuer shall bind its respective successors and assigns, whether so expressed or not.

#### 14.7 Severability.

In case any provision in this Indenture or in the Notes shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

#### 14.8 Benefits of Indenture.

Nothing in this Indenture and the Notes, expressed or implied, shall give to any Person, other than the parties hereto and their successors hereunder, the Collateral Manager, each Hedge Counterparty and the Noteholders (as provided herein), any benefit or any legal or equitable right, remedy or claim under this Indenture.

#### 14.9 Governing Law.

THIS INDENTURE AND EACH NOTE, AND ANY MATTER ARISING OUT OF OR RELATING IN ANY WAY WHATSOEVER TO THIS INDENTURE OR ANY NOTE (WHETHER IN CONTRACT, TORT OR OTHERWISE), SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK.

14.10 Counterparts.

This instrument 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.

14.11 Jurisdiction.

The Co-Issuers hereby irrevocably submit to the non-exclusive jurisdiction of any New York State or federal court sitting in the Borough of Manhattan in The City of New York in any action or proceeding arising out of or relating to the Notes, this Indenture or the Collateral Management Agreement, and the Co-Issuers hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such New York State or federal court. The Co-Issuers hereby irrevocably waive, to the fullest extent that they may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding. The Co-Issuers irrevocably consent to the service of any and all process in any action or proceeding by the mailing or delivery of copies of such process to it at the office of the agent set forth in Section 7.16. The Co-Issuers agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. To the extent that either the Issuer or the Co-Issuer has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) with respect to its obligations hereunder, each waives such immunity to the extent permitted by applicable law.

14.12 Notices to Fitch and Moody's.

In the event that (i) any Class of Notes is redeemed in whole, (ii) any of the Transaction Documents or any provision thereof is breached in a manner that would result in a material adverse effect on the Issuer, the Co-Issuer or the Collateral, amended, waived, assigned or terminated, in whole or as to any part, (iii) the organizational documents of the Issuer or the Co-Issuer are amended in any material respect or (iv) either the Issuer or the Co-Issuer is dissolved or liquidated, the Issuer or the Collateral Manager, on behalf of the Issuer, shall promptly give notice of such event to the Trustee, Fitch (during the Fitch Rating Period) and Moody's (during the Moody's Rating Period).

14.13 WAIVER OF JURY TRIAL.

EACH OF THE ISSUER, THE CO-ISSUER, THE HOLDERS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL

PROCEEDING ARISING OUT OF OR RELATING TO THIS INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY.

14.14 Global Rating Condition.

(a) With respect to any event or circumstance that requires satisfaction of the Global Rating Condition or the Moody's Rating Condition, as applicable, such requirement shall be deemed inapplicable with respect to such event or circumstance if:

(i) Moody's has made a public statement to the effect that it will not or will no longer review events or circumstances of the type that require satisfaction of the Global Rating Condition or the Moody's Rating Condition, as applicable, for purposes of evaluating whether to confirm the then-current Ratings of Collateral Debt Obligations or collateralized loan obligation transactions rated by Moody's;

(ii) Moody's has communicated to the Issuer, the Collateral Manager or the Trustee (or their counsel) that it will not review such event or circumstance for purposes of evaluating whether to confirm the then-current Rating of each of the Secured Notes that it rated:

(iii) with respect to amendments requiring unanimous consent of all Holders of Notes, such Holders have been advised prior to consenting that the current ratings of the Secured Notes may be reduced or withdrawn as a result of such amendment; or

(iv) ~~(iii)~~ no Secured Notes are then rated by Moody's.

(b) Any notice required to be transmitted to Fitch in order to satisfy the Global Rating Condition shall only be transmitted to Fitch during the Fitch Rating Period.

(c) Notwithstanding the terms of the Collateral Management Agreement, any Hedge Agreement or other provisions of this Indenture, if any action under the Collateral Management Agreement, any Hedge Agreement or this Indenture requires satisfaction of the Global Rating Condition as a condition precedent to such action, if the party (the "Requesting Party") required to obtain satisfaction of the Global Rating Condition has made a request to Moody's for satisfaction of the Global Rating Condition and, within 10 Business Days ~~of~~ after the request for satisfaction of the Global Rating Condition being posted to the NRSRO Website, Moody's has not replied to such request or has responded in a manner that indicates that Moody's is neither reviewing such request nor waiving the requirement for satisfaction of the Global Rating Condition, then such Requesting Party shall be required to confirm that Moody's has received the request, and, if it has, promptly (but in no event later than one (1) Business Day thereafter) request satisfaction of the related Global Rating Condition again.

(d) Any request for satisfaction of the Global Rating Condition made by the Issuer, Co-Issuer or Trustee, as applicable, pursuant to this Indenture, shall be made in writing which shall be sent to Moody's at ~~Monitor.CDO~~ cdomonitoring@moody's.com, which writing shall contain a cover page indicating the nature of the request for satisfaction of the Global Rating Condition, and shall contain all back-up material necessary for Moody's to process such request. Such written request for satisfaction of the Global Rating Condition shall be

provided in electronic format to the Information Agent for forwarding for Posting on the NRSRO Website in accordance with Section 14.4 hereof and the Collateral Administration Agreement, and after receiving actual knowledge of such Posting (which may be in the form of an automatic email notification of Posting delivered by the NRSRO Website to such party), the Issuer, Co-Issuer or Trustee, as applicable, shall send the request for satisfaction of the Global Rating Condition to Moody's in accordance with the delivery instructions set forth in Section ~~14.3~~14.4.

#### 14.15 Liability of Co-Issuers.

(a) Notwithstanding any other terms of this Indenture, the Notes or any other agreement entered into between, inter alia, the Co-Issuers or otherwise, neither of the Co-Issuers shall have any liability whatsoever to the other of the Co-Issuers under this Indenture, the Notes, any such agreement or otherwise and, without prejudice to the generality of the foregoing, neither of the Co-Issuers shall be entitled to take any action to enforce, or bring any action or Proceeding, in respect of this Indenture, the Notes, any such agreement or otherwise against the other of the Co-Issuers.

### 15. ASSIGNMENT OF COLLATERAL MANAGEMENT AGREEMENT

#### 15.1 Assignment of Collateral Management Agreement.

(a) The Issuer, in furtherance of the covenants of this Indenture and as security for the Secured Parties and the performance and observance of the provisions hereof and thereof, hereby assigns, transfers, conveys and sets over to the Trustee, for the benefit of the Secured Parties, all of the Issuer's estate, right, title and interest in, to and under the Collateral Management Agreement, including (i) all of the Issuer's interest in all obligations, Money and proceeds managed by the Collateral Manager thereunder, (ii) the right to give all notices, consents and releases thereunder, (iii) the right to give all notices of termination and to take any legal action upon the breach by the Collateral Manager of any of its obligations thereunder, including the commencement, conduct and consummation of Proceedings at law or in equity, (iv) the right to receive all notices, accountings, consents, releases and statements thereunder and (v) the right to do any and all other things whatsoever that the Issuer is or may be entitled to do thereunder; provided, however, so long as no Event of Default has occurred and is continuing hereunder, the Trustee hereby grants the Issuer a license to exercise all of the Issuer's rights pursuant to the Collateral Management Agreement without notice to or the consent of the Trustee (except as otherwise expressly required by this Indenture, including as set forth in clause (f) of this Section 15.1), which license shall be and is hereby deemed to be automatically revoked upon the occurrence of any Event of Default hereunder until such time, if any, as the Event of Default is cured or waived. The Trustee shall have no liability with respect to any act or failure to act by the Issuer under the Collateral Management Agreement (provided, however, that this sentence shall not limit or relieve the Trustee from any responsibility it may have under this Indenture upon the occurrence of and during the continuance of any Event of Default). From and after the occurrence and continuance of an Event of Default, the Collateral Manager will continue to perform and ~~to be~~ bound by the provisions of the Collateral Management Agreement and this Indenture ~~and the~~. The Trustee shall be entitled to rely and be protected in relying upon all actions and omissions to act of the Collateral Manager thereafter as fully as if no Event of Default had occurred.

(b) The assignment made hereby is executed as collateral security, and the execution and delivery hereby shall not in any way impair or diminish the obligations of the Issuer under the provisions of the Collateral Management Agreement, nor shall any of the obligations contained in the Collateral Management Agreement be imposed on the Trustee.

(c) Upon the retirement of the Secured Notes and the release of the Trust Estate from the lien of this Indenture, this assignment and all rights herein assigned to the Trustee for the benefit of the Secured Noteholders shall cease and terminate, and all the estate, right, title and interest of the Trustee in, to and under the Collateral Management Agreement shall revert to the Issuer, and no further instrument or act shall be necessary to evidence such termination and reversion.

(d) The Issuer represents that the Issuer has not executed any other assignment of the Collateral Management Agreement.

(e) The Issuer agrees that this assignment is irrevocable and that it will not take any action which is inconsistent with this assignment or make any other assignment inconsistent herewith. The Issuer will, from time to time upon the request of the Trustee, execute all instruments of further assurance and all such supplemental instruments with respect to this assignment as the Trustee may reasonably specify.

(f) The Issuer hereby agrees, and hereby undertakes to obtain the agreement of the Collateral Manager in the Collateral Management Agreement, to the following:

(i) The Collateral Manager consents to, and agrees to perform, the provisions of this Indenture applicable to the Collateral Manager.

(ii) The Collateral Manager acknowledges that the Issuer is assigning all of its right, title and interest in, to and under the Collateral Management Agreement to the Trustee for the benefit of the Secured Parties and the Trustee, and the Collateral Manager agrees that all of the representations, covenants and agreements made by the Collateral Manager in the Collateral Management Agreement are also for the benefit of the Trustee and the Secured Parties.

(iii) The Collateral Manager shall deliver to the Trustee duplicate original copies of all notices, statements, communications and instruments delivered or required to be delivered to the Issuer pursuant to the Collateral Management Agreement.

(iv) ~~Neither~~ Except as expressly permitted under the Collateral Management Agreement, neither the Issuer nor the Collateral Manager will enter into any agreement amending, modifying or terminating any material provision of the Collateral Management Agreement (other than in respect of an amendment or modification of the type that may be made to this Indenture without Noteholder consent or selecting or consenting to a successor Collateral Manager) ~~without the prior written consent of a Supermajority of the Controlling Class (except as expressly permitted in the Collateral Management Agreement) and unless such agreement satisfies the Global Rating Condition, and any such amendment, modification, termination, selection or consent without such consent (to the extent required) by a~~

~~Supermajority of the Controlling Class and satisfaction of the Global Rating Condition shall be void.~~ In the event that the Collateral Management Agreement is assigned in accordance with Section 13(c) thereof, the consent of the Trustee (if required) shall be given at the direction of a Supermajority of the Controlling Class. Any notice ~~of termination of the Collateral Management Agreement~~ received by the Trustee from the Issuer pursuant to Section 12(c) ~~thereof~~ of the Collateral Management Agreement shall be forwarded by the Trustee to the Information Agent and each Rating Agency.

(v) The Collateral Manager shall continue to serve as Collateral Manager under the Collateral Management Agreement notwithstanding that the Collateral Manager shall not have received amounts due it under the Collateral Management Agreement because sufficient funds were not then available hereunder to pay such amounts and agrees not to cause the filing of a petition in bankruptcy against the Issuer for the non-payment of amounts due to the Collateral Manager prior to the date which is one year and one day ~~from~~ after the date of payment in full of all Notes issued under this Indenture or, if longer, the applicable preference period under Bankruptcy Law then in effect plus one day; provided that the foregoing shall not preclude the Collateral Manager from taking any action prior to expiration of the applicable stay period in any proceeding voluntarily filed or commenced by the Issuer or against the Issuer by a Person other than the Collateral Manager or its Affiliates.

## 16. HEDGE AGREEMENTS

### 16.1 Hedge Agreements.

(a) On or after the Closing Date, the Issuer may enter into Hedge Agreements if on the date on which the Issuer enters into such Hedge Agreement, (i) each Hedge Counterparty entering into a Hedge Agreement on such date (or any Affiliate of such Hedge Counterparty that shall have absolutely and unconditionally guaranteed the obligations of such Hedge Counterparty under the relevant Hedge Agreement) shall comply with the then-current official criteria of each Rating Agency, (ii) the Issuer shall collaterally assign its rights under such Hedge Agreement to the Trustee pursuant to this Indenture and such Hedge Counterparty shall consent to such assignment and (iii) the Global Rating Condition is satisfied. ~~The Collateral Manager (on behalf of the Issuer) will not enter into any Hedge Agreement unless such Hedge Agreement (x) is an interest rate or foreign exchange derivative the terms of which relate to the Collateral Debt Obligations or the Notes and (y) reduces the interest rate or foreign exchange risks related to the Collateral Debt Obligations or the Notes and the applicable conditions specified below are satisfied.~~ The Issuer shall enter into a Hedge Agreement only if such Hedge Agreement contains "limited recourse" and "non-petition" provisions equivalent to the "limited recourse" and "non-petition" provisions set forth herein, mutatis mutandis. The Issuer shall not enter into any hedge agreement (including any Hedge Agreement) (A) the payments from which are subject to withholding tax other than FATCA (unless only the hedge counterparty is required to withhold) and the hedge counterparty shall be required in accordance with the terms of the hedge agreement to pay additional amounts to the Issuer sufficient to cover any withholding tax due on payments made by the hedge counterparty to the Issuer under such hedge agreement (subject to the Issuer making customary tax representations) and the Issuer shall not be required to pay additional amounts to the hedge counterparty with respect to any withholding tax or (B) the entry into, performance or termination of which would subject the



Issuer to net income tax in any jurisdiction outside the Issuer's jurisdiction of incorporation. The Issuer may not enter into a Hedge Agreement unless ~~it~~ the following conditions are satisfied: (i) (x) the Issuer obtains written advice of counsel (i) that such Hedge Agreement will not require the Issuer or the Collateral Manager to register with the CFTC or that the Issuer and Collateral Manager would be eligible for an exemption to the requirement to register with the CFTC and that the Trustee to the effect that (1) the Issuer entering into such Hedge Agreement would fall within the scope of the exclusion from commodity pool regulation set forth in CFTC Letter No. 12-45 (Interpretation and No-Action) dated December 7, 2012 issued by the Division of Swap Dealer and Intermediary Oversight of the Commodity Futures Trading Commission, (2) the Issuer entering into such Hedge Agreement would otherwise not cause the Issuer to be considered a "commodity pool" as defined in Section 1a(10) of the Commodity Exchange Act, as amended, or (3) if the Issuer would be a commodity pool not eligible for the exclusion provided by CFTC Letter No. 12-45, that (A) the Collateral Manager and no other party would ~~not be a "commodity pool operator" under the rules of the CFTC and (ii) that either (A)~~ be the commodity pool operator and commodity trading advisor thereof, and (B) with respect to the Issuer as a commodity pool, the Collateral Manager is eligible for an exemption from registration as a commodity pool operator and commodity trading advisor and all conditions precedent to obtaining such an exemption, if any, have been satisfied and (y) the Collateral Manager agrees in writing that for so long as the Issuer is a commodity pool, the Collateral Manager shall take (or cause to be taken) all actions necessary to ensure ongoing compliance with the applicable exemption from the obligations of a registered commodity pool operator and commodity trading advisor with respect to the Issuer, and shall take (or cause to be taken) any other actions required as a commodity pool operator and commodity trading advisor with respect to the Issuer; (ii) the Issuer has received written advice of counsel to the effect that the Issuer entering into such Hedge Agreement will not, in and of itself, cause the Issuer to become a "~~hedge fund or private equity fund" as defined for the purposes of Section 13 of the Bank Holding Company Act, as amended (the "BHCA"), or (B) that, if the Issuer were to become a "hedge fund or private equity fund," then an exemption would apply enabling a banking entity to sponsor or acquire an ownership interest in the Issuer, and to engage in covered transactions with~~ covered fund" under the Issuer, notwithstanding the general prohibitions of such Section 13 of the BHCA Volcker Rule, and (iii) such Hedge Agreement (x) is an interest rate or foreign exchange derivative and the written terms of which such Hedge Agreement directly relate to the Collateral Debt Obligations or the Notes, and (y) reduces the interest rate or foreign exchange risk related to the Collateral Debt Obligations or the Notes.

(b) The Trustee shall, on behalf of the Issuer and in accordance with the Note Valuation Report, pay amounts due to each Hedge Counterparty under the Hedge Agreements on any Payment Date subject to and in accordance with Section 11.1.

(c) The Trustee shall, on or prior to the Closing Date, cause to be established one or more segregated non-interest bearing securities accounts, each of which shall be designated a "Hedge Counterparty Collateral Account", which shall be held in the name of the Issuer, subject to the lien of the Trustee, for the benefit of the Secured Parties and maintained in accordance with the Account Control Agreement. The Trustee shall deposit all collateral received from any Hedge Counterparty under any Hedge Agreement in the related Hedge Counterparty Collateral Account. Any and all funds at any time on deposit in, or otherwise standing to the credit of, a Hedge Counterparty Collateral Account shall be held in trust by the

Trustee for the benefit of the Secured Parties. The only permitted withdrawal from or application of funds on deposit in, or otherwise standing to the credit of, a Hedge Counterparty Collateral Account shall be (i) for application to obligations of the relevant Hedge Counterparty to the Issuer under the relevant Hedge Agreement that are not paid when due (whether when scheduled or upon early termination) or (ii) to return collateral to such Hedge Counterparty when and as required by the relevant Hedge Agreement (in each case as directed in writing by the Collateral Manager). The Trustee shall invest amounts in the Hedge Counterparty Collateral Account as set forth in written directions from the Collateral Manager, and shall have no liability for any such investments; provided that funds in the Hedge Counterparty Collateral Account, if invested, may only be invested in Eligible Investments. The Trustee shall not be obligated to make any such investment in the absence of such written instruction from the Collateral Manager.

(d) If at any time any Hedge Agreement becomes subject to early termination due to the occurrence of a Subordinated Termination Event, the Issuer shall give prompt written notice thereof to the Trustee, and the Issuer and the Trustee shall take such actions (following the expiration of any applicable grace period) to enforce the rights of the Issuer and the Trustee thereunder, as instructed in writing by the Collateral Manager who shall give such instructions only as may be permitted by the terms of such Hedge Agreement and consistent with the terms hereof, and shall apply the proceeds of any such actions (including the proceeds of the liquidation of any collateral pledged by such Hedge Counterparty) to the costs of such actions and to the cost of entering into a replacement Hedge Agreement to be arranged and entered into by the Issuer on such terms with respect to which the Issuer has satisfied the Global Rating Condition; provided that such replacement Hedge Agreement will not comply with this provision unless as of the date that the Issuer and Hedge Counterparty enter into such replacement Hedge Agreement neither the replacement Hedge Counterparty nor the Issuer will be required to withhold or deduct on account of any tax from any payments under the replacement Hedge Agreement.

(e) Each Hedge Agreement shall provide that any amount payable to the Hedge Counterparty thereunder shall be subject to the Priority of Payments.

(f) Each Hedge Agreement will be subject to termination by the Hedge Counterparty upon the earlier to occur of (a) an Event of Default followed by the liquidation of the Trust Estate in accordance with this Indenture, (b) any redemption in whole of the Notes and (c) any event of default or termination event specified in the Hedge Agreement if the Issuer is the defaulting party or the affected party (as each such term is defined in the relevant Hedge Agreement).

(g) The Issuer will not be a party to or enter into any commodity forward contract, swap or other derivative other than Hedge Agreements entered into in accordance with the requirements of this Article 16.

## 16.2 Amendment and Reduction in Notional Amount.

(a) The Issuer shall notify the Trustee, the Collateral Manager and each Rating Agency (so long as any Notes are rated by such Rating Agency) in writing of all amendments and modifications to the Hedge Agreements.

(b) The Collateral Manager, on behalf of the Issuer, may reduce the notional amount of any Hedge Agreement (and, in connection therewith, cause the Issuer to pay a termination payment in accordance with the Priority of Payments to the Hedge Counterparty) if the Global Rating Condition is ~~obtained~~satisfied with respect to such reduction.

IN WITNESS WHEREOF, we have set our hands on this Indenture (and, in the case of the Issuer, executed the same as a deed) as of the date first above written.

EXECUTED as a DEED by  
DRYDEN 38 SENIOR LOAN FUND  
as Issuer

By: \_\_\_\_\_  
Name:  
Title:

In the presence of:

Witness: \_\_\_\_\_  
Name:  
Address:

DRYDEN 38 SENIOR LOAN FUND LLC  
as Co-Issuer

By: \_\_\_\_\_  
Name:  
Title:

U.S. BANK NATIONAL ASSOCIATION,  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

### **Additional Investment Restrictions**

The Issuer shall comply (and shall use its best efforts to ensure that the Collateral Manager acting on the Issuer's behalf complies) and the Collateral Manager shall comply (and shall use all reasonable efforts to ensure that the Issuer complies) with all of the provisions set forth in this Exhibit H unless, with respect to a particular transaction, the Issuer shall have received an opinion of income tax counsel of nationally recognized standing in the United States experienced in such matters (or written advice from Schulte Roth & Zabel LLP or Ashurst LLP) that, under the relevant facts and circumstances with respect to such transaction, the Issuer's failure to comply with one or more of such provisions, assuming compliance with the Indenture and the Collateral Management Agreement and all other provisions of this Exhibit H, will not (or, although the matter is not free from doubt, will not) cause the Issuer to be engaged, or deemed to be engaged, in a trade or business within the United States for United States federal income tax purposes or otherwise to be subject to United States federal income tax on a net income basis.

#### Section I. Specific Restrictions.

##### A. Communications and Negotiations with Obligors.

The Issuer will not have any communications or negotiations with the obligor with respect to a loan (including directly or indirectly through an intermediary such as the seller of such loan) in connection with the legal document closing and initial issuance of such loan or any commitments with respect thereto, or any negotiations with the obligor in connection with the Issuer's purchase of such loan or the Issuer's commitment with respect thereto, except for communications of an immaterial nature or customary due diligence communications or customary communications (which for this purpose includes communications to an agent bank or the seller, but in no event the obligor, regarding limitations or restrictions that the Issuer has with respect to acquiring loans set forth in the credit agreement) with an underwriter or placement agent; provided, that the Issuer or the Collateral Manager may (i) subject to the restrictions in the Indenture, consent to or withhold consent to any proposed amendments, supplements or other modifications of the terms of any loans after such loans are acquired by the Issuer, (ii) provide comments as to mistakes or inconsistencies in loan documents (including with respect to any provisions that are inconsistent with the terms and conditions of purchase of the loan by the Issuer), (iii) provide comments on assignment provisions solely to permit assignment to the Issuer or the pledge of assets to an indenture trustee or collateral agent, (iv) provide comments relating to the wiring of funds and (v) participate in a workout or restructuring of a loan, if in the reasonable judgment of the Collateral Manager, the obligor is in financial distress (and was not in such financial distress when the loan was acquired) and such change in terms is desirable to protect the Issuer's investment; provided, however, that with respect to a workout or a restructuring the Issuer will not agree to

increase the principal amount of any loan (provided that increases in principal shall be permitted to reflect due and unpaid interest and/or other amounts due under such loan) unless the failure to do so significantly increases the likelihood of receiving less on the existing loan.

The term "loan" as used herein shall include any debt obligation other than a debt obligation that is (i) issued under a trust indenture or similar agreement under which a trustee is appointed to act on behalf of the holders of such debt obligation and (ii) treated as a security for purposes of the Securities Act; provided that if the Issuer acquires at original issuance one or more classes of debt obligations of an issuer representing, in the aggregate, more than 33 and 1/3 percent (by value) of all classes of debt obligations offered at that time by such issuer, all of such debt obligations will be treated as loans for purposes of these guidelines.

The Issuer or the Collateral Manager on behalf of the Issuer may exercise any voting or other rights available to a participant or assignee under the documents applicable to a loan. Provided that the loan was not in financial distress when such loan was acquired, the Issuer or the Collateral Manager on behalf of the Issuer may take whatever reasonable steps are necessary to negotiate the terms of a loan if the loan is in default or a default is imminent; provided, however, that the Issuer may not acquire any form of equity interest as a result of such negotiation other than as is permitted under this Exhibit H. Absent a default or imminent default, neither the Issuer nor any Person (including the Collateral Manager) acting on behalf of the Issuer may initiate amendments or modifications to the principal terms (as defined in Section I.E. hereof) of a loan. The Issuer or the Collateral Manager, on behalf of the Issuer, will not, with respect to any loan, participate in an official or unofficial committee or similar official or unofficial body in connection with a bankruptcy, reorganization, restructuring or similar proceeding ("Committee") nor exercise rights of foreclosure or similar judicial remedies, provided that if a loan was not in financial distress when such loan was acquired nor was there any reasonable expectation such a situation would occur, and the investment subsequently defaults or default is reasonably expected, then the Issuer or the Collateral Manager, on behalf of the Issuer, may become a member of a Committee with respect to the investment if (a) neither the Issuer or the Collateral Manager, on the behalf of the Issuer, will take an active role on the Committee (for the avoidance of doubt, the Issuer or the Collateral Manager on the behalf of the Issuer may ask questions), (b) the Issuer or the Collateral Manager, on the behalf of the Issuer, will participate on the Committee only when it determines in its reasonable discretion that such action is advisable to protect its investment in such loan and (c) all accounts and investment vehicles managed by the Collateral Manager do not own in the aggregate more than five percent of such loan. Notwithstanding the foregoing, the Issuer or anyone acting on behalf of the Issuer may respond to amendments or modifications proposed by the obligor of the loan or by a holder of an interest in the loan that is not an Affiliate of either the Issuer or the Collateral Manager.

## B. Fees.

The Issuer will not earn or receive from any Person any Service Fees in connection with its purchase or sale of a Collateral Debt Obligation or its commitment to consummate the foregoing either directly or indirectly, including without limitation, by purchase of a Collateral Debt Obligation at a discount from its principal or face amount that is based on or otherwise determined by reference to the amount of any Service Fees. Except for services provided in connection with permitted fees, the Issuer will not perform any services for a fee for any Person.

The term "commitment" as used in this Section ~~1.L~~B., Section ~~1.L~~C and Section 1.E means any agreement, commitment, understanding or arrangement (whether verbal or in writing, binding or non-binding, formal or informal).

The term "Service Fees" as used herein means any premium, fee, commission or other compensation for services, however denominated, including, without limitation, any such amount that is attributable or otherwise determined by reference to the amount of any origination, underwriting or similar profit or related or similar fees for services earned by an underwriter, placement agent, lender, arranger, agent or other similar Person in connection with the issuance, funding or sale of a Collateral Debt Obligation; provided, however, for avoidance of doubt, none of the following shall constitute Service Fees: (a) fees received by the Issuer pursuant to any securities lending agreement, to the extent such fees represent compensation for lending a Collateral Debt Obligation of the Issuer, (b) yield maintenance fees, amendment fees, waiver fees, late payment fees, prepayment or tender fees or premiums, and other similar fees that are customary for Collateral Debt Obligations of the type permitted to be purchased by the Issuer, (c) facility maintenance fees or commitment fees on Collateral Debt Obligations that include a participation in or support a letter of credit and (d) any discount or fee attributable to the use of or time value of money.

## C. Collateral Debt Obligations Purchased from the Collateral Manager and Affiliates.

If the Collateral Manager, an Affiliate of the Collateral Manager or an Issuer Affiliate acted as an underwriter, placement or other agent, negotiator or structuror in connection with the issuance or origination of a loan or was a member of the original lending syndicate with respect to a loan, the Collateral Manager will not knowingly direct the Issuer to agree to acquire any interest in such loan from the Collateral Manager, an Affiliate of the Collateral Manager, a fund managed by the Collateral Manager, or an Issuer Affiliate unless the loan has been outstanding for at least 60 days before the interest is purchased by the Issuer (and no commitment or agreement, whether or not legally binding, to acquire such interest, or to participate in any risks or benefits of such interest is entered into by or for the account of the Issuer before such date), the holder of the loan did not identify the obligation or security as intended for sale to the Issuer within 60 days

of its issuance, and the employees or agents of the Collateral Manager responsible for selecting loans for the Issuer were not involved in the origination of the loan and the price paid for such obligation by the Issuer is its fair market value at the time of acquisition by the Issuer, and after the acquisition the Issuer will own less than 50% of the aggregate principal amount of the borrowing that includes such loan.

The term "Issuer Affiliate" means any Person that holds more than 40% of the tax equity of the Issuer (to the extent that the Collateral Manager is aware of such interest or affiliate relationship).

D. Equity Restrictions. The Issuer will not purchase or own any asset (directly or synthetically) that is treated for U.S. federal income tax purposes as:

(i) an equity interest in a "partnership" (within the meaning of Section 7701(a)(2) of the Code) or a grantor trust or an entity that is disregarded as separate from its owner for U.S. federal income tax purposes, in each case engaged or deemed to be engaged in a trade or business within the United States,

(ii) a "United States real property interest" as defined in Section 897 of the Code and the Treasury Regulations promulgated thereunder, or

(iii) a residual interest in a "REMIC" (as such term is defined in the Code).

E. Delayed Funding Loans, Revolving Loans and Participations in Letters of Credit.

(i) The Issuer will not acquire an interest in a Delayed Funding Loan or Revolving Loan, or enter into any commitment to acquire or to participate in any risks or benefits of such an interest unless one of the following is satisfied: (I) the acquisition is not made, or the commitment is not entered into, prior to 60 days after the later of (i) the Delayed Funding Loan's or Revolving Loan's original legal document closing and (ii) the most recent date prior to any such acquisition or commitment by the Issuer on which any of the principal terms of the Delayed Funding Loan or Revolving Loan were modified in a material fashion, or (II) such Delayed Funding Loan or Revolving Loan is part of a credit facility that also includes a term loan, and the Delayed Funding Loan or Revolving Loan portion of such credit facility acquired by the Issuer represents no more than 40% of the total amount of such credit facility (measured by the maximum amount that could be required to be advanced under such Delayed Funding Loan or Revolving Loan), and the term loan portion of such credit facility cannot or will not be disposed of separated by the Issuer from the Delayed Funding Loan or Revolving Loan portion of such credit facility. For purposes of this Section I.E. and Section ~~4~~1A., the "principal terms" are the obligation's principal amount, interest rate, term, ranking compared with other liabilities, obligor, security, exchange or conversion rights, the required or permitted timing of payments thereon, fees or premiums,



guarantees or other credit enhancements, conditions to advancing additional funds, and status as a recourse or nonrecourse obligation.

(ii) All of the terms of any advance required to be made by the Issuer under any Delayed Funding Loan or Revolving Loan will be fixed as of the date of the Issuer's purchase thereof (or will be determinable under a formula that is fixed as of such date or determinable based on objective factors), and the Issuer and the Collateral Manager will not have any discretion as to whether or not the Issuer will make any advances under any Delayed Funding Loan or Revolving Loan. For purposes of the preceding sentence, a condition to the advance of funds that is based upon a determination that there has been no event that has had or could have a "material adverse effect" with respect to the obligor and any related entities or any similar provision shall be treated as an objective factor and not subject to the exercise of discretion by the Issuer.

(iii) The Issuer cannot acquire any interest in a Delayed Funding Loan or Revolving Loan that could cause the Issuer to own more than 25% of the commitment amount in respect of such Delayed Funding Loan or Revolving Loan.

(iv) In addition to the foregoing, if the Collateral Debt Obligation (or any deposit owned by the Issuer, regardless of whether such deposit is related to a Revolving Loan), provides for participation in fees (directly or indirectly) paid with respect to a letter of credit, all of the terms under which such letter of credit may be issued must have been fully negotiated no later than the original legal document closing of such Collateral Debt Obligation and the Issuer will (i) acquire its interest in the letter of credit issued to an obligor in connection with an interest in a term loan of the same obligor that is at least as large as the exposure under the letter of credit and that is acquired at the same time and with the intent and expectation to hold the interest in the term loan at least as long as it holds the interest in the letter of credit or (ii) acquire a Revolving Loan that satisfies the requirements to be acquired not in connection with a term loan. A Revolving Loan satisfies the requirements to be acquired not in connection with a term loan if less than one-third of the Revolving Loan committed balance can be committed to letters of credit issued or to be issued (the "Commitment Limitation") and neither the Collateral Manager nor any of its Affiliates were involved in the negotiating or structuring of the Revolving Loan; provided, however, a Revolving Loan also satisfies the Commitment Limitation if (i) less than one-half of the Revolving Loan committed balance can be committed to letters of credit issued or to be issued, (ii) the interest in letters of credit acquired or to be potentially acquired in connection with the Revolving Loan acquired subject to this proviso does not exceed five percent of the total amount of the Issuer's portfolio and (iii) the number of Revolving Loans subject to this proviso held by the Issuer does not exceed the numerical limitation described in the next sentence. The Issuer may acquire up to three Revolving Loans in total that do not, in the absence of the foregoing proviso, satisfy the Commitment Limitation and, with respect to any fiscal year in which the Issuer, as of the beginning of the fiscal year, holds three or

more Revolving Loans subject to the foregoing proviso, the Issuer may acquire one additional Revolving Loan subject to the foregoing proviso.

(v) Collateral Debt Obligations consisting of Revolving Loans, Delayed Funding Loans and Participations in Letters of Credit shall not constitute more than ten percent (10%) of the Issuer's portfolio where the maximum amount to be drawn for each such investment shall be counted towards this cap and where such test shall apply when any such type of Collateral Debt Obligation is acquired.

F. Securities Lending Agreements; Synthetic Securities.

The Issuer will not purchase any Collateral Debt Obligation for the purpose of accommodating a request from a securities lending counterparty to borrow such Collateral Debt Obligation and will not acquire or enter into any Synthetic Securities. A "Synthetic Security" means a security or swap transaction, other than a participation, that has payments associated with either payments of interest on and/or principal of a reference obligation or the credit performance of a reference obligation.

G. Debt Securities.

With respect to a Collateral Debt Obligation which has not been fully funded other than those described in Sections I.E and II, the Issuer will not acquire such Collateral Debt Obligation unless such Collateral Debt Obligation has been offered to various unrelated parties by an underwriter or a placement agent through a public prospectus or under Rule 144A, Section 4(a)(2) or Regulation S under the Securities Act pursuant to a private placement memorandum, such Collateral Debt Obligation is not uniquely structured for the Issuer and the Issuer does not acquire more than 33 and 1/3% (by value) of all classes of debt obligations offered at that time by such issuer under such offering.

Section II Restrictions with Respect to Loans and Forward Purchase Commitments.

A. Any commitment, as defined in Section ~~H.I.B~~, to purchase a loan from a seller before completion of the closing and initial funding of the loan by such seller must be treated as a forward sale agreement (a "Forward Purchase Commitment") unless such an understanding or commitment is not legally binding and neither the Issuer nor the Collateral Manager is economically compelled to purchase the loan following the completion of the closing and initial funding of the loan (i.e., the Collateral Manager will make an independent investment decision whether to purchase such loan on behalf of the Issuer after completion of the closing and initial funding of the loan) (a "Non-Binding Agreement").

B. No Forward Purchase Commitment or Non-Binding Agreement shall be made until after the seller (or a transferor to such seller of such loan) has made a legally binding commitment to fully fund such loan to the obligor thereof (subject to

customary conditions), which commitment cannot be conditioned on the Issuer's ultimate purchase of such loan from such seller.

C. The Issuer shall not close any purchase of a loan subject to a Forward Purchase Commitment earlier than 48 hours (24 hours in connection with a Non-Binding Agreement) after the time of the closing and initial funding of the loan.

D. The Issuer cannot have a contractual relationship with the obligor with respect to a loan until the Issuer actually closes the purchase of such loan.

E. On the date of the legal document closing of such loan, the Issuer cannot be a signatory on the lending agreement governing such loan and on such date, the lending agreement and other agreements and documents relating to such loan to which the obligor, or any of its agents, is a party will not list the Issuer as a "Lender" or otherwise list the Issuer as a party to such loan, or to such lending agreement or such other agreements or documents. No lending institution with respect to such loan will have the power to bind the Issuer to fund such loan directly with the obligor thereof prior to the closing of the purchase of such loan by the Issuer.

F. The Issuer cannot purchase or commit to purchase a loan pursuant to a Forward Purchase Commitment that is a term loan if it would cause the Issuer to own more than 50% of the aggregate principal amount of all term loans issued under the related credit agreement, determined as of the date of acquisition.

G. The Issuer's commitment to purchase such loan is subject to the condition that no material adverse change has occurred in the borrower's financial condition or in the relevant market on or before the date of such purchase unless (a) the Issuer enters into such commitment no sooner than two weeks after the person from whom the Issuer will acquire such interest (the "Original Lender") enters into its own firm commitment to acquire the interest and (b) the Issuer's commitment is documented in an industry standard commitment-form for secondary market purchases and is substantially similar to that given by all other persons who will acquire an interest in the loan from the Original Lender (including as to the lack of the material adverse change condition).

### Section III General Restrictions.

The Issuer, either directly or through persons acting on its behalf, shall not:

A. hold itself out to the public (including rating agencies), register, or become subject to regulatory supervision or other legal requirements (including any tax, securities law or other governmental filing or submission or claims of exemption) under the laws of any country or political subdivision thereof as a bank, insurance company, financial guarantor, surety bond issuer or finance company;

B. hold itself out to the public, through advertising, solicitation, publication or otherwise, as originating, guaranteeing or insuring debt obligations or as being regularly able to enter into either side of transactions (either purchases or sales of debt obligations or entries into, assignments or terminations of hedging or derivative instruments) at the request of others;

C. disclose the identity of any Noteholder to any person from whom it purchases Collateral Debt Obligations to attempt to obtain more favorable terms from any seller as a result of the identity of such lender;

D. allow any non-U.S. bank or lending institution who is a Noteholder to control or direct the Collateral Manager's or Issuer's decision to invest in a particular asset or acquire a Collateral Debt Obligation conditioned upon a particular person or entity being a Noteholder;

E. make a market in any security, and shall not hold itself out as a market-maker or as willing to buy or sell any security regardless of price, or act as a dealer;

F. hold any security as nominee for another person;

G. buy securities with the intent to subdivide them and sell the components or to buy securities and sell them with different securities as a package or unit;

H. charge or earn a commission on any purchase or sale of a security, or have or seek customers for its securities;

I. acquire any assets that are not treated as debt instruments, bank deposits or stock in a corporation for U.S. federal income tax purposes; or

J. acquire any assets issued by a single entity (other than securities issued by the United States government) that would cause the Issuer to hold securities of such entity in an amount greater than 5% of the value of the Issuer's total assets or that represent more than 10% of the outstanding voting securities of such entity.

#### Section IV Amendments and Modifications.

These provisions (other than Sections III.I and III.J) may be amended, eliminated or supplemented by the Collateral Manager if the Issuer, the Collateral Manager and the Trustee have received an opinion of tax counsel of nationally recognized standing in the United States experienced in such matters (or written advice from Schulte Roth & Zabel LLP or Ashurst LLP) 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 United States federal income tax purposes.

#### Section V Mandatory Transfer or Disposition.

In the event the Collateral Manager discovers that the Issuer owns (whether or not in connection with an offer or exchange) any security, obligation or other asset that in each case would cause the Issuer to be engaged in a trade or business in the United States for U.S. federal income tax purposes or otherwise subject to U.S. tax on a net income basis, the Collateral Manager shall as promptly as commercially practicable effect either (A) the transfer to a Permitted Subsidiary or (B) the disposal, of any such security, obligation or other asset.

**Form of Permitted Subsidiary Constituent Documents**

**LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

[\_\_\_\_\_] , LLC

Dated as of [date of filing of the certificate of formation]

Although this Exhibit is a form of limited liability company agreement for a Delaware limited liability company, a Permitted Subsidiary may also be formed under the laws of the Cayman Islands or any other jurisdiction; provided that the terms of the constituent documents are substantially the same as those set forth in this Exhibit, with such changes as may be appropriate to reflect the different jurisdiction and form of entity.

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# LIMITED LIABILITY COMPANY AGREEMENT

OF

[\_\_\_\_\_] , LLC

This LIMITED LIABILITY COMPANY AGREEMENT of [\_\_\_\_\_] , LLC, dated as of [date of filing of certificate of formation], by and among Dryden 38 Senior Loan Fund, as the Dryden Member and [Donald J. Puglisi], as the Special Independent Member (together with the Dryden Member, the "Members"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in Section 2.1.

## RECITALS

WHEREAS, the Certificate of Formation of the Company was filed with the Office of the Secretary of State of Delaware on [date of filing of certificate of formation]; and

WHEREAS, the Members desire to enter into a Limited Liability Company Agreement on the terms and conditions herein set forth.

## AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants contained herein, the parties hereto agree as follows:

### **ARTICLE 1. FORMATION OF THE COMPANY**

Section 1.1. Formation of the Company. The Company was formed as a limited liability company under the Act by the filing of the Certificate with the Office of the Secretary of State of Delaware on [date of filing of certificate]. The Company shall accomplish all filing, recording, publishing and other acts necessary or appropriate for compliance with all requirements for operation of the Company as a limited liability company under this Agreement and the Act and under all other laws of the State of Delaware and such other jurisdictions in which the Company determines that it may conduct business.

Section 1.2. Name. The name of the Company is "[\_\_\_\_\_] , LLC", as such name may be modified from time to time by the Dryden Member as it may deem advisable.

Section 1.3. Location of Principal Place of Business. The location of the principal place of business of the Company shall be [850 Library Avenue, Suite 204, Newark, Delaware 19711] or such other location as may be determined by the Dryden Member. In addition, the Company may maintain such other offices as the Dryden Member may deem advisable at any other place or places within or without the State of Delaware.

Section 1.4. Registered Agent. The registered agent for the Company shall be [Donald J. Puglisi, 850 Library Avenue, Suite 204, Newark, Delaware 19711] or such other registered agent as the Dryden Member may designate from time to time.

Section 1.5. Term. The term of the Company commenced on the date of filing of the Certificate, and shall be perpetual unless the Company is earlier dissolved and terminated in accordance with the provisions of this Agreement.

Section 1.6. Business of the Company. Subject to the limitations on the activities of the Company otherwise specified in this Agreement, the business of the Company shall be (a) solely to hold and otherwise handle and deal with Equity Securities and (b) except as otherwise limited herein, to enter into, make and perform all contracts and other undertakings, and engage in all activities and transactions as the Dryden Member may reasonably deem necessary or advisable to the carrying out of the foregoing businesses of the Company. The initial Equity Security that is expected to be held by the Company, as part of its assets, is listed on Schedule 1 hereto (as such schedule may be amended from time to time by the Dryden Member).

Section 1.7. Limitation on the Company's Activities.

(a) The Dryden Member shall not, so long as any Notes under the Indenture remain outstanding, amend, alter, change or repeal the definition of "Special Independent Member" or Sections 1.6, 1.7, 1.8, 7.9 or 11.1 or Article 5, 9 or 10 of this Agreement without the prior vote or written consent of the Dryden Member and the Special Independent Member. Subject to this Section, the Dryden Member reserves the right to amend, alter, change or repeal any provisions contained in this Agreement in accordance with Section 11.1.

(b) Notwithstanding any other provision of this Agreement and any provision of law that otherwise so empowers the Company, the Dryden Member, or any other Person, so long as any Notes under the Indenture remain outstanding, neither the Dryden Member nor any other Person shall be authorized or empowered, nor shall they permit the Company, without the prior unanimous written consent of the Dryden Member and the Special Independent Member, to take any Material Action or any action in furtherance of a Material Action; provided, further, that the Dryden Member may not authorize the taking of any Material Action unless there is a Special Independent Member then serving in such capacity.

(c) The Dryden Member shall cause the Company to do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights (charter and statutory) and franchises; provided, however, that the Company shall not be required to preserve any such right or franchise if the Dryden Member shall determine that the preservation thereof is no longer desirable for the conduct of its business and that the loss thereof is not disadvantageous in any material respect to the Company.

Notwithstanding anything in this Agreement to the contrary, the Dryden Member shall also cause the Company to:

- (1) maintain its own separate books and records and bank accounts;
- (2) at all times hold itself out to the public and all other Persons as a legal entity separate from the Dryden Member and any other Person;

(3) file its own tax returns, if any, as may be required under applicable tax law, and make any elections required or allowed under such applicable tax law, and to pay any taxes so required to be paid under applicable law;

(4) except as contemplated by the Indenture, not commingle its assets with assets of any other Person;

(5) conduct its business in its own name and strictly comply with all organizational formalities to maintain its separate existence;

(6) maintain separate financial statements;

(7) except as contemplated by the Indenture, pay its own liabilities only out of its own funds, provided, however, that the foregoing shall not require the Dryden Member to make any capital contributions to the Company;

(8) maintain an arm's length relationship with its Affiliates and the Dryden Member;

(9) pay the salaries of its directors who are employees, if any (it being understood that the Company will not have any employees, other than directors to the extent they are employees), from its own funds, provided, however, that the foregoing shall not require the Dryden Member to make any capital contributions to the Company;

(10) not hold out its credit or assets as being available to satisfy the obligations of others;

(11) allocate fairly and reasonably any overhead for shared office space;

(12) use separate stationery, invoices and checks bearing its own name;

(13) except as otherwise contemplated by the Indenture, not pledge its assets for the benefit of any other Person;

(14) correct any known misunderstanding regarding its separate identity;

(15) maintain adequate capital in light of its contemplated business purpose, transactions and liabilities, provided, however, that the foregoing shall not require the Dryden Member to make any capital contributions to the Company;

(16) maintain a bank account separate from any other Person;

(17) except as permitted in the Indenture, not acquire any securities of the Dryden Member;

(18) not make loans to the Dryden Member; and

(19) cause its agents and other representatives to act at all times with respect to the Company consistently and in furtherance of the foregoing and in the best interests of the Company.

Failure of the Company, or the Dryden Member on behalf of the Company, to comply with any of the foregoing covenants or any other covenants contained in this Agreement shall not affect the status of the Company as a separate legal entity or the limited liability of the Dryden Member.

(d) The Company shall not and the Dryden Member shall not cause or permit the Company to:

(1) except as contemplated in the Indenture, guarantee any obligation of any Person, including any Affiliate;

(2) engage, directly or indirectly, in any business other than the actions required or permitted to be performed under Article 1 or the Indenture;

(3) incur, create or assume any indebtedness;

(4) to the fullest extent permitted by law, engage in any dissolution, liquidation, consolidation, merger, sale of all (or substantially all) of its assets or transfer of ownership interests other than such activities as are expressly permitted pursuant to any provision of Article 1 or the Indenture;

(5) except as contemplated by Article 1 or the Indenture, form, acquire or hold any subsidiary (whether corporate, partnership, limited liability company or other); or

(6) obtain title to real property or obtain a controlling interest in an entity that owns real property.

(e) ~~Prudential Investment Management~~ [PGIM](#), Inc. (or any successor or assign) shall take any and all actions reasonably required to manage the affairs of the Company as specified or permitted herein and in the Indenture.

#### Section 1.8. Members.

(a) Interests. Each Member was admitted to the Company as a member of the Company upon its execution of a counterpart signature page to this Agreement.

(b) Use of Agent. Each of the Members shall be permitted to designate any Person, serving in the capacity as servicer, collateral manager or any similar capacity pursuant to contractual arrangements with such Member in effect as of the date hereof or in the future, to act on its behalf under or in connection with this Agreement.

(c) Membership Interests. The name, address and type of membership interest in the Company of each Member shall be kept on record with the Company at its chief executive office and the Company shall update its records from time to time as necessary to reflect accurately the information therein.

Section 1.9. Special Independent Member. As long as any Notes under the Indenture remain outstanding, the Dryden Member shall cause the Company at all times to have at least one Special Independent Member who will be appointed by the Dryden Member. To the fullest extent permitted by law, including Section 18-1101(c) of the Act, the Special Independent Member shall consider only the interests of the Company, including its respective creditors, in acting or otherwise voting on the matters referred to in Section 1.7(b). No resignation or removal of a Special Independent Member, and no appointment of a successor Special Independent Member, shall be effective until such successor shall have (i) accepted his or her appointment as a Special Independent Member by a written instrument and (ii) executed a counterpart to this Agreement as required by Section 8.3. In the event of a vacancy in the position of Special Independent Member, the Dryden Member shall, as soon as practicable, appoint a successor Special Independent Member. All right, power and authority of a Special Independent Member shall be limited to the extent necessary to exercise those rights and perform those duties specifically set forth in this Agreement. Except as provided in the second sentence of this Section, in exercising its rights and performing its duties under this Agreement, each Special Independent Member shall have a fiduciary duty of loyalty and care similar to that of a director of a business corporation organized under the Delaware General Corporation Law, 8 Del. Code § 101 et seq. No Special Independent Member shall at any time serve as trustee in bankruptcy for any Affiliate of the Company.

## ARTICLE 2. DEFINITIONS

Section 2.1. Definitions. The following terms used in this Agreement shall have the following meanings.

"Act" means the Delaware Limited Liability Company Act, 6 Del. Code §18-101 et seq., as in effect on the date hereof and as it may be amended hereafter from time to time.

"Affiliate" means, with respect to another Person, (i) any Person directly or indirectly owning, Controlling or holding with power to vote 10% or more of the outstanding voting securities of or equity or beneficial interests in such other Person, (ii) any Person 10% or more of whose outstanding voting securities or equity or beneficial interests are directly or indirectly owned, controlled or held with power to vote by such other Person, (iii) any Person 10% or more of whose outstanding voting securities or equity or beneficial interests are directly or indirectly owned, Controlled or held with power to vote by a Person directly or indirectly owning, Controlling or holding with power to vote 10% or more of the outstanding voting securities or equity or other beneficial interest of such other Person with whom Affiliate status is being tested, or (iv) any Person directly or indirectly Controlling, Controlled by or under common Control with such other Person (provided that the Company shall not be deemed to be an Affiliate of any Member, nor shall any Member be deemed to be an Affiliate of any other Member, solely by reason of such Member's control of the Company).

"Agreement" means this Limited Liability Company Agreement, as amended, modified or supplemented from time to time.

"Business Day" means any day other than a Saturday, Sunday or a day on which commercial banks are authorized or required to close in New York, New York.

"Certificate" means the Certificate of Formation of the Company, as amended, modified or supplemented from time to time.

"Company" means the limited liability company formed by the filing of the Certificate and governed by this Agreement under the name "[NAME], LLC."

"Control" means the possession, directly or indirectly, of the power to direct the management or policies of a Person, whether through ownership or voting of securities, by contract or otherwise.

"Dryden Member" means Dryden 38 Senior Loan Fund or any successor thereto in accordance with Article 8.4.

"Equity Security" means a Tax Sensitive Equity Security as defined in the Indenture.

"Fiscal Year" has the meaning ~~set forth~~specified in Section 6.3.

"Indemnified Party" has the meaning ~~set forth~~specified in Section 7.8(a).

"Indenture" means the Indenture dated as of [\_\_\_\_], 2015 among Dryden 38 Senior Loan Fund, Dryden 38 Senior Loan Fund LLC and U.S. Bank National Association, as trustee, as amended from time to time.

"Interest" when used in reference to an interest in the Company, means the entire ownership interest of a Member in the Company at any particular time, including its interest in the capital, profits, losses and distributions of the Company.

"Material Action" means to institute proceedings to have the Company be adjudicated bankrupt or insolvent, or consent to the institution of bankruptcy or insolvency proceedings against the Company or file a petition seeking, or consent to, reorganization or relief with respect to the Company under any applicable federal or state law relating to bankruptcy, or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Company or a substantial part of its property, or make any assignment for the benefit of creditors of the Company, or admit in writing the Company's inability to pay its debts generally as they become due, or consent to substantive consolidation of the Company with the Dryden Member or any Affiliate of the Dryden Member, or sell, exchange or transfer substantially all the assets of the Company, or take action in furtherance of any such action.

"Members" means the Dryden Member and the Special Independent Member (and "a Member", "any Member" and "either Member" means any of the Members).

"Notes" means the Secured Notes and the Subordinated Notes, collectively, as issued under and defined in the Indenture.

"Person" means any individual, partnership, limited liability company, association, corporation, trust or other entity.

"Proceeding" means any suit in equity, action at law or other judicial or administrative proceeding.

"Rating Agencies" has the meaning ~~set forth~~specified in the Indenture.

"Special Independent Member" means an individual who is not at the time of appointment, or at any time in the five years preceding such appointment (a) a direct or indirect legal or beneficial owner in the Company or any Affiliates of the Company (excluding *de minimus* ownership interests), (b) a creditor, supplier, employee, officer, director, family member, manager or contractor of the Company or any Affiliates of the Company or (c) a person who controls (whether directly, indirectly, or otherwise) the Company or any Affiliates of the Company or any creditor, supplier, employee, officer, director, manager or contractor of the Company or any Affiliates of the Company, provided that for purposes of this definition, an individual shall not be deemed to be not independent solely because such person acts as an independent director of the Company or any Affiliates of the Company, [provided further that the initial Special Independent Member shall be Donald J. Puglisi].

"Transfer," "Transferee" and "Transferor" have the respective meanings set forth in Section 8.1.

"Void Transfer" has the meaning ~~set forth~~specified in Section 8.1.

Section 2.2. Rules of Interpretation. Unless the context otherwise clearly requires: (a) a term has the meaning assigned to it; (b) "or" is not exclusive; (c) wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, feminine or neuter shall include the masculine, feminine and neuter; (d) provisions apply to successive events and transactions; (e) all references in this Agreement to "include" or "including" or similar expressions shall be deemed to mean "including without limitation"; (f) all references in this Agreement to designated "Articles," "Sections," "paragraphs," "clauses" and other subdivisions are to the designated Articles, Sections, paragraphs, clauses and other subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section, paragraph, clause or other subdivision; and (g) any definition of or reference to any agreement, instrument, document, statute or regulation herein shall be construed as referring to such agreement, instrument, document, statute or regulation as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein). This Agreement is among financially sophisticated and knowledgeable parties and is entered into by the parties in reliance upon the economic and legal bargains contained herein and shall be interpreted and construed in a fair and impartial manner without regard to such factors as the party who prepared, or cause the preparation of, this Agreement or the relative bargaining power of the parties. Wherever in this Agreement a Member or other Person is empowered to take or make a decision, direction, consent, vote, determination, election, action or approval, such Member or Person is entitled to consider, favor and further such interests and factors as it desires, including its own interests, and has no duty or obligation to consider, favor or further any other interest of the Company, any subsidiary of the Company or any other Member or Person. Wherever in this Agreement a Member is permitted or required to make a decision or

determination or take an action in its "discretion" or its "judgment," that means that such Member may take that decision in its "sole discretion" or "sole judgment."

### **ARTICLE 3. CAPITAL CONTRIBUTIONS**

Section 3.1. Capital Contributions. Except as otherwise required by law, the Dryden Member may, but is not required to, make any capital contributions for allocation to the Company as it may determine in its sole discretion.

Section 3.2. Interest on Capital Contributions. The Dryden Member shall not be entitled to interest on or with respect to any capital contribution.

Section 3.3. Withdrawal and Return of Capital Contributions. Except as provided in this Agreement, the Dryden Member shall not be entitled to withdraw any part of its capital contribution or to receive distributions from the Company.

Section 3.4. Form of Capital Contribution. Unless otherwise agreed to by the Special Independent Member, all capital contributions shall be made in cash.

### **ARTICLE 4. ALLOCATION OF NET INCOME AND NET LOSS**

The Members agree to treat the Company as a corporation for Federal income tax purposes and shall file all tax returns accordingly, including causing to be filed a duly executed IRS Form 8832 electing such treatment.<sup>1</sup>

### **ARTICLE 5. DISTRIBUTIONS**

(a) The Company shall distribute to the Dryden Member from time to time such sums as the Dryden Member determines to be available for distribution and not required to provide for current or anticipated Company needs.

(b) No distributions shall be declared and paid unless the distribution is made in accordance with the Act and, after the distribution is made, the Company would be able to pay its debts as they become due in the usual course of business and the assets of the Company are in excess of the sum of the Company's liabilities.

(c) Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Dryden Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

### **ARTICLE 6. BOOKS OF ACCOUNT, RECORDS AND REPORTS, FISCAL YEAR**

Section 6.1. Books and Records. The Company shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business.

<sup>1</sup> CONFIRM FORM 8832 HAS BEEN FILED TO TREAT COMPANY AS CORPORATE FOR TAX PURPOSES BEFORE REMOVING THIS NOTE.



The Dryden Member and its duly authorized representatives shall have the right to examine the Company's books, records and documents during normal business hours. The Company shall not have the right to keep confidential from the Dryden Member any information that the Company would otherwise be permitted to keep confidential from the Dryden Member pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Dryden Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Dryden Member.

Section 6.2. Reports. At the request of the Dryden Member, the Company shall use diligent efforts to cause to be prepared and delivered to the Dryden Member, within 90 days after the end of the next fiscal year, a report setting forth as of the end of such fiscal year (a) a balance sheet of the Company, (b) an income statement of the Company for such fiscal year and (c) a statement of the Dryden Member's capital account.

Section 6.3. Fiscal Year. The fiscal year of the Company (the "Fiscal Year") shall [be the calendar year]; provided, however, that the last Fiscal Year of the Company shall end on the date on which the Company is terminated.

## **ARTICLE 7. POWERS, RIGHTS AND DUTIES OF THE DRYDEN MEMBER**

Section 7.1. Authority. (a) Subject to the limitations provided in this Agreement and except as specifically provided herein, the Dryden Member shall have exclusive and complete authority, power and discretion to manage the operations, business and affairs of the Company and to make all decisions regarding the business of the Company and shall have the power to act for or bind the Company. Any action taken by the Dryden Member shall constitute the act of and serve to bind the Company. In dealing with the Dryden Member acting on behalf of the Company, no Person shall be required to inquire into the authority of the Dryden Member to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Dryden Member as set forth in this Agreement.

(b) Except as otherwise specifically provided herein, the Dryden Member shall have all rights and powers of a "manager" under the Act, and shall have all authority, rights and powers in the management of the Company business to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

Section 7.2. Officers, Agents and Employees. Appointment and Term of Office. (a) The Dryden Member may appoint, and may delegate power to appoint, such officers, agents and employees as it may deem necessary or proper, who shall hold their offices or positions for such terms, have such authority and perform such duties as may from time to time be determined by or pursuant to authorization of the Dryden Member. Except as may be prescribed otherwise by the Dryden Member in a particular case, all such officers shall hold their offices at the pleasure of the Dryden Member for an unlimited term and need not be reappointed annually or at any other periodic interval. Any action taken by an officer of the Company pursuant to authorization of the Dryden Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on authority of such officers set forth in the authorization of the Dryden Member.

(b) [Without limiting the generality of the foregoing, the Dryden Member hereby authorizes and grants [\_\_\_\_\_] power of attorney (i) to execute an IRS Form SS4 on behalf of the Company and to take all actions necessary to obtain a federal employer identification number from the Internal Revenue Service or file IRS Form 8832, in each case if applicable (ii) to execute the Certificate and any application of authority to do business as a foreign limited liability company required by the Company to do business in a jurisdiction other than Delaware and to take all actions necessary in connection with the filing of such Certificate or applications and (iii) to execute on behalf of the Company any certificate required to be filed in connection with the formation of a subsidiary of the Company and any application of authority to do business as a foreign limited liability company required by any such subsidiary to do business in a jurisdiction other than Delaware and to take all actions necessary in connection with the filing of such certificates or applications.]

(c) Resignation and Removal. Any officer may resign at any time upon written notice to the Company. Any officer, agent or employee of the Company may be removed by the Dryden Member with or without cause at any time. The Dryden Member may delegate such power of removal as to officers, agents and employees not appointed by the Dryden Member.

(d) Compensation. The compensation of the officers of the Company shall be fixed by the Dryden Member, but this power may be delegated by the Dryden Member to any officer in respect of other officers under his or her control.

Section 7.3. Company Funds. Company funds shall be held in the name of the Company and shall not be commingled with those of any other Person. Company funds shall be used only for the business of the Company.

Section 7.4. Other Activities and Competition. Neither the Dryden Member nor any of its Affiliates shall be required to manage the Company as its sole and exclusive function. The Dryden Member shall devote such time to the Company's business as the Dryden Member, in its sole discretion, shall deem to be necessary to manage and supervise the Company's business and affairs in an efficient manner. The Dryden Member and its Affiliates may engage in or possess any interests in business ventures and may engage in other activities of every kind and description independently or with others in addition to those relating to the Company. Each Member authorizes, consents to and approves of such present and future activities by such Persons. Neither the Company nor any Member shall have any right by virtue of this Agreement or the relationship created hereby in or to other ventures or activities of the Dryden Member or its Affiliates or to the income or proceeds derived therefrom.

Section 7.5. Nature and Validity of Transactions with the Dryden Member and Affiliates. The Dryden Member or any Affiliate of the Dryden Member may be employed or retained by the Company or any Affiliate of the Company in any capacity. The validity of any transaction, agreement or payment involving the Company and the Dryden Member or any of its Affiliates otherwise permitted by this Agreement shall not be affected by reason of the relationship between the Dryden Member and such Affiliate or the approval of such transaction, agreement or payment by the Dryden Member.

Section 7.6. Exculpation. No Indemnified Party shall be personally liable for the return of any portion of the capital contributions (or any return thereon) of the Dryden Member. The return of such capital contributions (or any return thereon) shall be made solely from the Company's assets. The Dryden Member shall not have the right to demand or receive property other than cash for its Interest in the Company. Neither the Dryden Member nor any of its Affiliates, any member, officer, agent or employee of the Dryden Member or any of its Affiliates nor any other Indemnified Party shall be liable, responsible or accountable in damages or otherwise to the Company for any loss incurred as a result of any act or failure to act by such Person on behalf of the Company unless such loss is finally determined by a court of competent jurisdiction to have resulted solely from such Person's fraud, willful misconduct or gross negligence.

Section 7.7. Limits on the Power of the Dryden Member. Anything in this Agreement to the contrary notwithstanding, no action shall be taken by the Dryden Member, or by any officer, agent or employee of the Company, without the written consent or ratification of the specific act by the Special Independent Member given in this Agreement or by other written instrument executed and delivered by all the Members subsequent to the date of this Agreement, which would cause or permit the Company to:

- (a) knowingly make, do or perform any act, or knowingly cause any act to be made, done or performed, which would make it impossible to carry on the ordinary business of the Company;
- (b) possess Company property, or assign Company property, for other than a Company purpose; or
- (c) make any loans to the Dryden Member.

Section 7.8. Indemnification of the Dryden Member, Officers and Agents.

(a) The Company shall indemnify and hold harmless the Dryden Member and its Affiliates, and the former and current officers, agents and employees of the Company, the Dryden Member and each such Affiliate (each, an "Indemnified Party"), from and against any loss, expense, damage or injury suffered or sustained by them, by reason of any acts, omissions or alleged acts or omissions arising out of their activities on behalf of the Company or in furtherance of the interests of the Company, including any judgment, award, settlement, reasonable attorneys' fees and other costs or expenses incurred in connection with the defense of any actual or threatened action, proceeding or claim if the acts, omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claims are based were not a result of fraud, gross negligence or willful misconduct by such Indemnified Party. Any indemnification pursuant to this Section 7.8 shall only be from the assets of the Company.

(b) No amendment, modification or deletion of this Section 7.8 shall apply to or have any effect on the right of any Indemnified Party to indemnification for or with respect to any acts or omissions of such Indemnified Party occurring prior to such amendment, modification or deletion.

Section 7.9. Liability. The Dryden Member shall not be liable for the repayment, satisfaction or discharge of any Company liabilities.

Section 7.10. Expenses. The Dryden Member shall pay for all expenses incurred in connection with the operation of the Company's business as the same become due. The Dryden Member, officers, agents and employees of the Company shall be entitled to receive out of Company funds reimbursement of all Company expenses expended by such Persons.

Section 7.11. Standard of Care. Notwithstanding anything to the contrary set forth in this Agreement or under applicable law, neither the Dryden Member nor any officer of the Company shall be liable to the Company, the Dryden Member, any Transferee or any other equity holder in or creditor of the Company for any action taken on behalf of the Company, except for such actions that have been finally determined by a court of competent jurisdiction to constitute gross negligence, fraud or willful misconduct. To the extent the Dryden Member or an officer of the Company has any liabilities or duties at law or in equity, including fiduciary duties or other standards of care, more expansive than those set forth in this Section 7.11, such liabilities and duties are hereby modified to the extent permitted under the Act to those set forth in the first sentence of this Section 7.11.

## **ARTICLE 8. TRANSFERS OF INTEREST BY MEMBERS**

Section 8.1. General. No Member may sell, assign, pledge or in any manner dispose of or create or suffer the creation of a security interest (other than the security interest created pursuant to the Indenture) in or any encumbrance on all or a portion of its Interest in the Company (the commission of any such act being referred to as a "Transfer," any person who effects a Transfer being referred to as a "Transferor" and any person to whom a Transfer is effected being referred to as a "Transferee") except in accordance with the terms and conditions set forth in this Article 8. No Transfer of an Interest in the Company shall be effective until such time as all requirements of this Article 8 in respect thereof have been satisfied. Any Transfer or purported Transfer of an Interest in the Company not made in accordance with this Agreement (a "Void Transfer") shall be null and void and of no force or effect whatsoever. Any amounts otherwise distributable under Article 5 or Article 9 in respect of an Interest in the Company that has been the subject of a Void Transfer may be withheld by the Company until the Void Transfer has been rescinded, whereupon the amount withheld (after reduction by any damages suffered by the Company attributable to such Void Transfer) shall be distributed without interest.

Section 8.2. Transfer of Interest of Members.

(a) A Member may not Transfer any of its Interest in the Company to any Person without the written consent of the Special Independent Member.

(b) The Company shall reflect each Transfer and admission authorized under this Article 8 (including any terms and conditions imposed thereon by the Special Independent Member) by preparing an amendment to this Agreement, dated as of the date of such Transfer, to reflect such Transfer or admission.

(c) If a Member transfers or assigns all of its Interest in the Company pursuant to this Article 8, the Transferee shall be admitted to the Company as a successor Member. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without further act, be a Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

Section 8.3. Further Requirements. In addition to the other requirements of Section 8.2, and unless waived in writing by the Special Independent Member, no Transfer of an Interest in the Company may be made unless the following conditions are met:

(a) The Transferor shall have delivered to the Company a fully executed copy of all documents relating to the Transfer, executed by both the Transferor and the Transferee, and the agreement of the Transferee in writing and otherwise in form and substance acceptable to the Special Independent Member to:

(i) be bound by the terms imposed upon such Transfer by the Special Independent Member and by the terms of this Agreement; and

(ii) assume all obligations of the Transferor under this Agreement relating to the Interest in the Company.

(b) If such Transferor was a Special Independent Member, then the Transferee shall have accepted its appointment as Special Independent Member pursuant to Section 1.9 and executed a counterpart to this Agreement. If such Transferor was the Dryden Member, then the Transferee shall have executed a counterpart to this Agreement.

Section 8.4. Consequences of Transfers Generally. (a) In the event of any Transfer or Transfers permitted under this Article 8, the Transferor and the Interest in the Company that is the subject of such Transfer shall remain subject to this Agreement, and the Transferee shall hold such Interest in the Company subject to all unperformed obligations of the Transferor. Any successor or Transferee hereunder shall be subject to and bound by this Agreement as if originally a party to this Agreement.

(b) Unless a Transferee of a Member's Interest becomes a successor in accordance with this Agreement, such Transferee shall have no right to obtain or require any information or account of Company transactions, or to inspect the Company's books or to vote on Company matters. Each Member agrees that such Member will execute such certificates or other documents and perform such acts, if any, to preserve the limited liability of the Members under the laws of the jurisdictions in which the Company is doing business.

(c) The Transfer of a Member's Interest in the Company shall not be cause for dissolution of the Company.

Section 8.5. Additional Filings. Upon the admission of a successor Member under this Article 8, the Company shall cause to be executed, filed and recorded with the appropriate governmental agencies such documents (including amendments to this Agreement) as are required to accomplish such substitution.

Section 8.6. Indirect Transfers. Notwithstanding anything to the contrary herein, if any Member is an entity that was formed solely for the purpose of acquiring an Interest or that has no substantial assets other than an Interest, such Member agrees that (a) its common stock, membership interests, partnership interests or other equity interests (and common stock, membership interests, partnership interests or other equity interests in any similar entities controlling such Member) will note the restrictions contained in this Article 8 and (b) no common stock, membership interests, partnership interests or other equity interests of such Member may be Transferred to any Person other than in accordance with the terms and provisions of this Article 8, as if such common stock, membership interests, partnership interests or other equity interests were Interests and the holders thereof were Members.

## **ARTICLE 9. TERMINATION OF COMPANY; LIQUIDATION AND DISTRIBUTION OF ASSETS**

(a) The Company shall be dissolved, wound up and terminated as provided herein upon the first to occur of the following:

- (i) a decree of dissolution of the Court of Chancery of the State of Delaware pursuant to Section 18-802 of the Act;
- (ii) the determination of the Dryden Member or Special Independent Member to dissolve the Company; or
- (iii) the occurrence of any other event that would make it unlawful for the business of the Company to be continued.

(b) Notwithstanding any other provision of this Agreement, (i) the bankruptcy of the Dryden Member or a Special Independent Member shall not cause the Dryden Member or Special Independent Member, as the case may be, to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution and (ii) each of the Dryden Member and each Special Independent Member waives any right it might have to agree in writing to dissolve the Company upon the bankruptcy of the Dryden Member or a Special Independent Member, or the occurrence of an event that causes the Dryden Member or a Special Independent Member to cease to be a Member of the Company.

(c) In the event of dissolution, ~~Prudential Investment Management~~ [PGIM](#), Inc. on behalf of the Company shall conduct such activities as are necessary to wind up the affairs of the Company (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(d) The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Dryden Member in the manner provided for in this Agreement and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

## **ARTICLE 10. NOTICES AND VOTING**

Section 10.1. Notices. All notices, consents, reports, offers, demands or requests required or permitted under this Agreement must be in writing, and shall be made by hand delivery, certified mail, overnight courier service, electronic mail or facsimile to the address, electronic mail address or facsimile number set forth below such Member's name on the signature page hereto, but any party may designate a different address, electronic mail address or facsimile number by a notice similarly given to the Company. Any such notice or communication shall be deemed given when delivered by hand, if delivered on a Business Day, the next Business Day after delivery by hand if delivered by hand on a day that is not a Business Day; four Business Days after being deposited in the United States mail, postage prepaid, return receipt requested, if mailed; on the next Business Day after being deposited for next day delivery with Federal Express or a similar overnight courier; when receipt is acknowledged, whether by facsimile confirmation or return electronic mail, if sent by facsimile or electronic mail on a Business Day; and the next Business Day following the day on which receipt is acknowledged whether by facsimile confirmation or return electronic mail, if sent by facsimile or electronic mail on a day that is not a Business Day.

Section 10.2. Voting. Any action requiring the affirmative vote of Members under this Agreement, unless otherwise specified herein, may be taken by vote at a meeting or, in lieu thereof, by written consent of the applicable Member.

## **ARTICLE 11. AMENDMENT OF AGREEMENT**

Section 11.1. Amendments. Amendments to this Agreement may be made in writing by the Dryden Member without the consent of the Special Independent Member if those amendments are: (i) of an inconsequential nature (as reasonably determined by the Dryden Member); (ii) for the purpose of admitting a successor Member as permitted by this Agreement; (iii) necessary to maintain the Company's status as a corporation within the meaning of Treasury regulations sections 301.7701-2 and 301.7701-3; (iv) necessary to preserve the validity of any and all inclusion or allocations of income, gain, loss or deduction to the Dryden Member; or (v) contemplated by this Agreement. Amendments to this Agreement other than those described in the foregoing sentence may be made with the prior consent of the Special Independent Member.

The Company shall send to each Member a copy of any amendment to this Agreement. For so long as any Notes under the Indenture remain outstanding, the Company shall send to the Rating Agencies prior written notice of any amendment to this Agreement.

Section 11.2. Amendment of Certificate. In the event that this Agreement shall be amended pursuant to this Article 11, the Dryden Member shall amend the Certificate to reflect such change if the Dryden Member deems such amendment of the Certificate to be necessary or appropriate.

## **ARTICLE 12. MISCELLANEOUS**

Section 12.1. Entire Agreement. This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof. It supersedes any prior agreement or understandings among them with respect to the subject matter hereof, and it may not be modified or amended in any manner other than as set forth herein.

Section 12.2. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the law of the State of Delaware.

Section 12.3. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced as a result of any rule of law or public policy, all other terms and other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated by this Agreement are fulfilled to the greatest extent possible.

Section 12.4. Effect. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their legal representatives, successors and permitted assigns.

Section 12.5. Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision hereof.

Section 12.6. Counterparts. This Agreement may contain more than one counterpart of the signature page and this Agreement may be executed by the affixing of the signatures of each of the Members to one of such counterpart signature pages. All of such counterpart signatures pages shall be read as though one, and they shall have the same force and effect as though all of the signers had signed a single signature page.

Section 12.7. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of electronic transmission, and shall be deemed to have been duly given upon receipt, in the case of (i) the Company or a Member, to the address provided in the respective signature pages hereto and (ii) either of the foregoing, at such other address as may be designated by written notice to the other party.

Section 12.8. No Implied Waiver. No failure on the part of the Company or a Member to exercise, and no delay or other forbearance in exercising, 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 under this Agreement preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. No term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or excused breach is in writing and signed by the Company or the Member against whom it is asserted. The Dryden Member and the Company shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, and no waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise provided in writing by the party charged with making such a waiver.



Section 12.9. Non-Petition. Notwithstanding any other provision of this Agreement, none of the Company or the Special Independent Member may, prior to the date which is one year (or if longer, any applicable preference period) and one day after the date of payment in full of all the Notes issued under the Indenture, institute against, or join any other Person in instituting against, the Dryden Member any bankruptcy, reorganization, arrangement, insolvency, moratorium or liquidation Proceedings, or other Proceedings under Cayman Islands, U.S. federal or state bankruptcy or similar laws.

**[FORM SIGNATURE PAGE]**

DATED AS OF: \_\_\_\_\_

LIMITED LIABILITY COMPANY AGREEMENT OF  
[NAME], LLC

IN WITNESS WHEREOF, the undersigned Member has caused this counterpart signature page to the Limited Liability Company Agreement of [NAME], dated as of \_\_\_\_\_, 20\_\_, to be duly executed as of the date first above written.

**[NAME OF MEMBER]**

By: \_\_\_\_\_

Name:

Title:

Address for Notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn:

Phone:

Fax:

e-mail:

**Equity Securities of the Company**

[\_\_\_\_\_]

## FITCH RATING DEFINITIONS

"Fitch Rating": ~~As means, as~~ of any date of determination, the Fitch Rating of any Collateral Debt Obligation will be determined as follows:

- (a) if Fitch has issued an issuer default rating with respect to the issuerobligor of such Collateral Debt Obligation, or the guarantor which unconditionally and irrevocably guarantees such Collateral Debt Obligation, then the Fitch Rating will be such issuer default rating (regardless of whether there is a published rating by Fitch on the Collateral Debt Obligations of such issuerobligor held by the Issuer);
- (b) if Fitch has not issued an issuer default rating with respect to the issuerobligor or guarantor of such Collateral Debt Obligation but Fitch has issued an outstanding long-term financial strength rating with respect to such issuerobligor, the Fitch Rating of such Collateral Debt Obligation will be one subcategory below such rating;
- (c) if a Fitch Rating cannot be determined pursuant to clause (a) or (b), but
  - (i) Fitch has issued a senior unsecured rating on any obligation or security of the issuerobligor of such Collateral Debt Obligation, then the Fitch Rating of such Collateral Debt Obligation will equal such rating; or
  - (ii) Fitch has not issued a senior unsecured rating on any obligation or security of the issuerobligor of such Collateral Debt Obligation but Fitch has issued a senior rating, senior secured rating or a subordinated secured rating on any obligation or security of the issuerobligor of such Collateral Debt Obligation, then the Fitch Rating of such Collateral Debt Obligation will (x) equal such rating if such rating is "BBB-" or higher and (y) be one subcategory below such rating if such rating is "BB+" or lower; or
  - (iii) Fitch has not issued a senior unsecured rating or a senior rating, senior secured rating or a subordinated secured rating on any obligation or security of the issuerobligor of such Collateral Debt Obligation but Fitch has issued a subordinated, junior subordinated or senior subordinated rating on any obligation or security of the issuerobligor of such Collateral Debt Obligation, then the Fitch Rating of such Collateral Debt Obligation will be (x) one subcategory above such rating if such rating is "B+" or higher and (y) two subcategories above such rating if such rating is "B" or lower;
- (d) if a Fitch Rating cannot be determined pursuant to clause (a), (b) or (c) and
  - (i) Moody's has issued a publicly available corporate family rating for the issuerobligor of such Collateral Debt Obligation, then the Fitch Rating of such Collateral Debt Obligation will be the Fitch equivalent of such Moody's rating;
  - (ii) Moody's has not issued a publicly available corporate family rating for the issuerobligor of such Collateral Debt Obligation but has issued a publicly

available long-term issuer rating for such issuerobligor, then the Fitch Rating of such Collateral Debt Obligation will be the Fitch equivalent of such Moody's rating;

- (iii) Moody's has not issued a publicly available corporate family rating for the issuerobligor of such Collateral Debt Obligation but Moody's has issued ~~ana~~ publicly available outstanding insurance financial strength rating for such issuerobligor, then the Fitch Rating of such Collateral Debt Obligation will be one subcategory below the Fitch equivalent of such Moody's rating;
- (iv) Moody's has not issued a publicly available corporate family rating for the issuerobligor of such Collateral Debt Obligation but has issued publicly available outstanding corporate issue ratings for such issuerobligor, then the Fitch Rating of such Collateral Debt Obligation will be (x) if such corporate issue rating relates to senior unsecured obligations of such issuerobligor, the Fitch equivalent of the Moody's rating for such issuerobligor, if there is no such corporate issue ratings relating to senior unsecured obligations of the issuerobligor then (y) if such corporate issue rating relates to senior, senior secured or subordinated secured obligations of such issuerobligor, (1) one subcategory below the Fitch equivalent of such Moody's rating if such obligations are rated "Ba1" or above or "Ca" by Moody's or (2) two subcategories below the Fitch equivalent of such Moody's rating if such obligations are rated "Ba2" or below but above "Ca" by Moody's, or if there is no such corporate issue ratings relating to senior unsecured, senior, senior secured or subordinated secured obligations of the issuerobligor then (z) if such corporate issue rating relates to subordinated, junior subordinated or senior subordinated obligations of such issuerobligor, (1) one subcategory above the Fitch equivalent of such Moody's rating if such obligations are rated "B1" or above by Moody's or (2) two subcategories above the Fitch equivalent of such Moody's rating if such obligations are rated "B2" or below by Moody's;
- (v) S&P has issued a publicly available issuer credit rating for the issuerobligor of such Collateral Debt Obligation, then the Fitch Rating of such Collateral Debt Obligation will be the Fitch equivalent of such S&P rating;
- (vi) S&P has not issued a publicly available issuer credit rating for the issuerobligor of such Collateral Debt Obligation but S&P has issued ~~ana~~ publicly available outstanding insurance financial strength rating for such issuerobligor, then the Fitch Rating of such Collateral Debt Obligation will be one subcategory below the Fitch equivalent of such S&P rating;
- (vii) S&P has not issued a publicly available issuer credit rating for the issuerobligor of such Collateral Debt Obligation but has issued publicly available outstanding corporate issue ratings for such issuerobligor, then the Fitch Rating of such Collateral Debt Obligation will be (x) if such

corporate issue rating relates to senior unsecured obligations of such ~~issuer~~obligor, the Fitch equivalent of the S&P rating for such issue, if there is no such corporate issue ratings relating to senior unsecured obligations of the ~~issuer~~obligor then (y) if such corporate issue rating relates to senior, senior secured or subordinated secured obligations of such ~~issuer~~obligor, (1) the Fitch equivalent of such S&P rating if such obligations are rated "BBB-" or above by S&P or (2) one subcategory below the Fitch equivalent of such S&P rating if such obligations are rated "BB+" or below by S&P, or if there is no such corporate issue ratings relating to senior unsecured, senior, senior secured or subordinated secured obligations of the ~~issuer~~obligor then (z) if such corporate issue rating relates to subordinated, junior subordinated or senior subordinated obligations of such ~~issuer~~obligor, (1) one subcategory above the Fitch equivalent of such S&P rating if such obligations are rated "B+" or above by S&P or (2) two subcategories above the Fitch equivalent of such S&P rating if such obligations are rated "B" or below by S&P;

provided that both Moody's and S&P provide a ~~public~~publicly available rating of the ~~issuer~~obligor of such Collateral Debt Obligation or a corporate issue of such ~~issuer~~obligor, then the Fitch Rating will be the lowest of the Fitch Ratings determined pursuant to any of the subclauses of this clause (d).

- (e) if a rating cannot be determined pursuant to clauses (a) through (d) then, (i) at the discretion of the Collateral Manager, the Collateral Manager on behalf of the Issuer may apply to Fitch for a Fitch credit opinion, and the issuer default rating provided in connection with such rating shall then be the Fitch Rating, or (ii) the Issuer may assign a Fitch Rating of "CCC" or lower to such Collateral Debt Obligation which is not in default;

provided if any rating described above is on rating watch negative or negative credit watch, the rating will be the Fitch Rating as determined above adjusted down by one subcategory; further, that on the Closing Date, if any rating described above is on rating watch positive, positive credit watch or outlook negative, the rating will not be adjusted; provided, further, that the Fitch Rating may be updated by Fitch from time to time as indicated in the "~~Global Rating Criteria for CLOs and~~ Corporate CDOs Rating Criteria" report issued by Fitch and available at [www.fitchratings.com](http://www.fitchratings.com). For the avoidance of doubt, the Fitch Rating takes into account adjustments for assets that are on rating watch negative or negative credit watch prior to determining the issue rating or in the determination of the lower of the Moody's and S&P public ratings.

### Fitch Equivalent Ratings

<b>Fitch Rating</b>	<b>Moody's rating</b>	<b>S&amp;P rating</b>
AAA	Aaa	AAA
AA+	Aa1	AA+
AA	Aa2	AA
AA-	Aa3	AA-
A+	A1	A+
A	A2	A
A-	A3	A-
BBB+	Baa1	BBB+
BBB	Baa2	BBB
BBB-	Baa3	BBB-
BB+	Ba1	BB+
BB	Ba2	BB
BB-	Ba3	BB-
B+	B1	B+
B	B2	B
B-	B3	B-
CCC+	Caa1	CCC+
CCC	Caa2	CCC
CCC-	Caa3	CCC-
CC	Ca	CC
C	C	C

### Fitch IDR Equivalency Map from Corporate Ratings

<b>Rating Type</b>	<b>Rating Agency(s)</b>	<b>Issue Rating</b>	<b>Mapping Rule</b>
Corporate Family Rating LT Issuer Rating	Moody's	NA	0
Issuer Credit Rating	S&P	NA	0
Senior unsecured	Fitch, Moody's, S&P	Any	0
Senior, Senior secured or Subordinated secured	Fitch, S&P	"BBB-" or above	0
	Fitch, S&P	"BB+" or below	-1
	Moody's	"Ba1" or above	-1
	Moody's	"Ba2" or below	-2
	Moody's	"Ca"	-1
Subordinated, Junior subordinated or Senior subordinated	Fitch, Moody's, S&P	"B+", "B1" or above	1
	Fitch, Moody's, S&P	"B", "B2" or below	2

The following steps are used to calculate the Fitch IDR equivalent ratings:

- 1 Public or private Fitch-issued IDR.
- 2 If Fitch has not issued an IDR, but has an outstanding Long-Term Financial Strength Rating, then the IDR equivalent is one rating lower.
- 3 If Fitch has not issued an IDR, but has outstanding corporate issue ratings, then the IDR equivalent is calculated using the mapping in the table above.
- 4 If Fitch does not rate the [issuerobligor](#) or any associated issuance, then determine a Moody's and S&P equivalent to Fitch's IDR pursuant to steps 5 and 6.
- 5a A public Moody's-issued Corporate Family Rating (CFR) is equivalent in definition terms to the Fitch IDR. If Moody's has not issued a CFR, but has an outstanding LT issuer Rating, then this is equivalent to the Fitch IDR.
- 5b If Moody's has not issued a CFR, but has an outstanding Insurance Financial Strength Rating, then the Fitch IDR equivalent is one rating lower.
- 5c If Moody's has not issued a CFR, but has outstanding corporate issue ratings, then the Fitch IDR equivalent is calculated using the mapping in the table above.
- 6a A public S&P-issued Issuer Credit Rating (ICR) is equivalent in terms of definition to the Fitch IDR.
- 6b If S&P has not issued an ICR, but has an outstanding Insurance Financial Strength Rating, then the Fitch IDR equivalent is one rating lower.
- 6c If S&P has not issued an ICR, but has outstanding corporate issue ratings, then the Fitch IDR equivalent is calculated using the mapping in the table above.
- 7 If both Moody's and S&P provide a public rating on the [issuerobligor](#) or an issue, the lower of the two Fitch IDR equivalent ratings will be used in PCM. Otherwise the sole public Fitch IDR equivalent rating from Moody's or S&P will be applied.



SCHEDULE A

Initial Collateral Debt Obligations

## **SCHEDULE B**

### Moody's Industry Classification Group List

CORP - Aerospace & Defense	1
CORP - Automotive	2
CORP - Banking, Finance, Insurance & Real Estate	3
CORP - Beverage, Food & Tobacco	4
CORP - Capital Equipment	5
CORP - Chemicals, Plastics, & Rubber	6
CORP - Construction & Building	7
CORP - Consumer goods: Durable	8
CORP - Consumer goods: Non-durable	9
CORP - Containers, Packaging & Glass	10
CORP - Energy: Electricity	11
CORP - Energy: Oil & Gas	12
CORP - Environmental Industries	13
CORP - Forest Products & Paper	14
CORP - Healthcare & Pharmaceuticals	15
CORP - High Tech Industries	16
CORP - Hotel, Gaming & Leisure	17
CORP - Media: Advertising, Printing & Publishing	18
CORP - Media: Broadcasting & Subscription	19
CORP - Media: Diversified & Production	20
CORP - Metals & Mining	21
CORP - Retail	22
CORP - Services: Business	23
CORP - Services: Consumer	24
CORP - Sovereign & Public Finance	25
CORP - Telecommunications	26
CORP - Transportation: Cargo	27
CORP - Transportation: Consumer	28
CORP - Utilities: Electric	29
CORP - Utilities: Oil & Gas	30
CORP - Utilities: Water	31
CORP - Wholesale	32

**SCHEDULE C**

**Diversity Score Table**

<u>Aggregate Industry Equivalent Unit Score</u>	<u>Industry Diversity Score</u>	<u>Aggregate Industry Equivalent Unit Score</u>	<u>Industry Diversity Score</u>	<u>Aggregate Industry Equivalent Unit Score</u>	<u>Industry Diversity Score</u>	<u>Aggregate Industry Equivalent Unit Score</u>	<u>Industry Diversity Score</u>
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

<u>Aggregate Industry Equivalen t Unit Score</u>	<u>Industry Diversit y Score</u>	<u>Aggregate Industry Equivalen t Unit Score</u>	<u>Industry Diversit y Score</u>	<u>Aggregate Industry Equivalen t Unit Score</u>	<u>Industry Diversit y Score</u>	<u>Aggregate Industry Equivalen t Unit Score</u>	<u>Industry Diversit y Score</u>
4.3500	2.4667	9.4500	3.8750	14.5500	4.4600	19.6500	4.9700
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	-	-

**SCHEDULE D**

**Average Debt Rating Test**

"Average Debt Rating Test" means, on any date of determination on or after the Ramp-Up End Date, a test that is satisfied if (A) the Average Debt Rating of the Collateral Debt Obligations in the Trust Estate as of such date of determination is equal to or less than the lower of (x) the sum of (i) the applicable Designated Maximum Average Debt Rating (selected by the Collateral Manager as provided below) referenced in the following table (the "Asset Quality Matrix") and for the applicable Designated Minimum Diversity Score and Weighted Average Spread and (ii) the WAF Recovery Rate Modifier and (y) [3200] or (B) the Moody's Rating Period has ended.

<b><u>Weighted Average Spread</u></b>	<b><u>Designated Minimum Diversity Score</u></b>								<b><u>WAS Recovery Rate Modifier</u></b>	
	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>		
<b><u>[●]%</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]</u></b>	<b><u>[●]%</u></b>
	<b><u>Designated Maximum Average Debt Rating</u></b>									

On the Ramp-Up End Date, the Collateral Manager, in its sole discretion, shall select the "row/column combination" in the Asset Quality Matrix that will apply on and after the Ramp-Up End Date (by providing written notice to the Issuer, the Rating Agencies, the Collateral Administrator and the Trustee of the applicable Designated Maximum Average Debt Rating, Designated Minimum Diversity Score and Weighted Average Spread), so long as the Collateral Debt Obligations in the Trust Estate on the Ramp-Up End Date have (x) an Average Debt Rating equal to or less than the sum of the Designated Maximum Average Debt Rating selected plus the WAF Recovery Rate Modifier, (y) a Weighted Average Spread equal to or greater than that which is referenced in the "row/column combination" in the Asset Quality Matrix for the Designated Maximum Average Debt Rating and Designated Minimum Diversity Score minus the WAS Recovery Rate Modifier (but in no event less than [●]%) and (z) a Total Diversity Score equal to or greater than the Designated Minimum Diversity Score. Such Designated Maximum Average Debt Rating (or any other Designated Maximum Average Debt Rating selected in accordance with this sentence) shall remain the Designated Maximum Average Debt Rating necessary (after adding any applicable WAF Recovery Rate Modifier) to satisfy the Average Debt Rating Test until such time as the Collateral Manager selects another "row/column combination" in the Asset Quality Matrix by providing written notice, including by electronic mail, to the Issuer, the Rating Agencies, the Collateral Administrator and the Trustee of such selection; provided, that if any of the Average Debt Rating Test, the Diversity Test or the Minimum Coupon Test (i) is not satisfied prior to the Collateral Manager's selection of a different "row/column combination" in the Asset Quality Matrix, the selected "row/column combination" in the Asset Quality Matrix either shall maintain or improve the level of compliance with such test or will not cause such test to be further out of compliance or (ii) is satisfied prior to the Collateral Manager's selection of a different "row/column combination" in the Asset Quality Matrix, such test will continue to be satisfied after such selection of a different Asset Quality Matrix case. Notwithstanding the foregoing, the Collateral Manager may elect at

any time after the Ramp-Up End Date, in lieu of selecting a "row/column combination" of the Asset Quality Matrix, to interpolate between two adjacent rows and/or two adjacent columns, as applicable, on a straight-line basis and round the results to two decimal points (and any references herein to "row/column combination" of the Asset Quality Matrix shall be deemed to refer to such interpolated results).