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The document has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission and consequently neither Goldman Sachs International nor CVC Cordatus Loan Fund VIII Designated Activity Company (the “**Issuer**”) nor any person who controls any of them respectively (nor any director, officer, employee or agent of it or affiliate of any such person) accepts any liability or responsibility whatsoever in respect of any difference between the document distributed to you in electronic format and the hard copy version available to you on request from Goldman Sachs International or the Issuer.

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CVC CORDATUS LOAN FUND VIII DESIGNATED ACTIVITY COMPANY

(Incorporated under the laws of Ireland with limited liability under registered number 589204)

Notes	Initial Principal Amount	Issue Price ¹	Initial Stated Interest Rate ²³	Alternative Stated Interest Rate ⁴	Final Maturity Date	Moody's ⁵ Rating ⁶	S&P ⁷ Rating ⁸
A-1	€206,000,000	100.00%	3 month EURIBOR + 0.93%	6 month EURIBOR + 0.93%	23 April 2030	Aaa (sf)	AAA (sf)
A-2	€30,000,000	100.00%	1.10%	1.10%	23 April 2030	Aaa (sf)	AAA (sf)
B-1	€46,000,000	100.00%	3 month EURIBOR + 1.60%	6 month EURIBOR + 1.60%	23 April 2030	Aa2 (sf)	AA (sf)
B-2	€10,000,000	100.00%	1.98%	1.98%	23 April 2030	Aa2 (sf)	AA (sf)
C	€24,000,000	100.00%	3 month EURIBOR + 2.35%	6 month EURIBOR + 2.35%	23 April 2030	A2 (sf)	A (sf)
D	€20,800,000	100.00%	3 month EURIBOR + 3.30%	6 month EURIBOR + 3.30%	23 April 2030	Baa2 (sf)	BBB (sf)
E	€22,200,000	97.95%	3 month EURIBOR + 5.70%	6 month EURIBOR + 5.70%	23 April 2030	Ba2 (sf)	BB (sf)
F	€11,000,000	93.90%	3 month EURIBOR + 7.65%	6 month EURIBOR + 7.65%	23 April 2030	B2 (sf)	B- (sf)
M-1 Subordinated	€44,600,000	95.00%	Excess	Excess	23 April 2030	Not Rated	Not Rated
M-2	€1,000,000	95.00%	Variable ⁹	Variable ⁹	23 April 2030	Not Rated	Not Rated

¹ The Placement Agent may offer the Notes at other prices as may be negotiated at the time of sale.

² Applicable at all times prior to the occurrence of a Frequency Switch Event, provided that the rate of interest of the Floating Rate Notes will be determined (i) for the period from, and including, the Issue Date to, but excluding, 23 October 2017, by reference to a straight line interpolation of 6-month EURIBOR and 9-month EURIBOR and (ii) for the period from and including the final Payment Date before the Maturity Date, to but excluding the Maturity Date if such final Payment Date falls in January 2030, by reference to three month EURIBOR. In addition to the variable interest applicable to the Class M-2 Subordinated Notes, payment of residual distributions on the Subordinated Notes will be made on an available funds basis in accordance with the Priorities of Payments.

³ Any Class of Rated Notes may be issued with a fixed rate, a floating rate or a combination of both.

⁴ Applicable at all times, following the occurrence of a Frequency Switch Event.

⁵ Moody's Investors Service Ltd is established in the EU and is registered under Regulation (EC) No 1060/2009.

⁶ The ratings assigned to the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest. A security rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by Moody's.

⁷ S&P Global Ratings is established in the EU and is registered under Regulation (EC) No 1060/2009.

⁸ The ratings assigned to the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest. A security rating is not a recommendation to buy, sell or hold the Notes and may be subject to revision, suspension or withdrawal at any time by S&P.

⁹ In addition to their pro-rata share of the residual Subordinated Note distributions, the Class M-2 Subordinated Notes will receive additional payments of 0.022 per cent. per annum in respect of the Senior Class M-2 Interest Amount and 0.033 per cent. per annum in respect of the Subordinated Class M-2 Interest Amount, in each case of the weighted average Aggregate Collateral Balance during the related Due Period (payable pari-passu with the Senior Collateral Management Fee and Subordinated Collateral Management Fee respectively).

Subordinated

The assets securing the Notes will consist of a portfolio of Senior Secured Loans, Senior Secured Bonds, Second Lien Loans, Mezzanine Obligations and High Yield Bonds managed by CVC Credit Partners European CLO Management LLP (the “**Collateral Manager**”).

CVC Cordatus Loan Fund VIII Designated Activity Company (the “**Issuer**”) will issue the Rated Notes and the Subordinated Notes (each as defined herein).

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (such Classes of Notes, the “**Rated Notes**”) together with the Subordinated Notes are collectively referred to herein as the “**Notes**”. The Notes will be issued and secured pursuant to a trust deed (the “**Trust Deed**”) dated on or about 30 March 2017 (the “**Issue Date**”), made between (amongst others) the Issuer and BNY Mellon Corporate Trustee Services Limited, in its capacity as trustee (the “**Trustee**”).

Interest on the Notes will be payable (a) quarterly in arrear on 23 January, 23 April, 23 July and 23 October prior to the occurrence of a Frequency Switch Event (as defined herein) and semi-annually in arrear on 23 January and 23 July (where the Payment Date (as defined herein) immediately prior to the occurrence of a Frequency Switch Event falls in either January or July) or 23 April and 23 October (where the Payment Date immediately prior to the occurrence of a Frequency Switch Event falls in either April or October) following the occurrence of a Frequency Switch Event (or, in each case, if such day is not a Business Day (as defined herein), then on the next succeeding Business Day (unless it would fall in the following month, in which case it shall be moved to the immediately preceding Business Day)) in each year, commencing on 23 October 2017 and ending on the Maturity Date (as defined below) and (b) on any Redemption Date, in each case in accordance with the Priorities of Payments described herein.

The Notes will be subject to Optional Redemption and Mandatory Redemption and Special Redemption, each as described herein. See Condition 7 (*Redemption and Purchase*).

See the section entitled “*Risk Factors*” herein for a discussion of certain factors to be considered in connection with an investment in the Notes.

This Offering Circular has been approved by the Central Bank of Ireland (the “**Central Bank**”), as competent authority under Directive 2003/71/EC (as amended) (the “**Prospectus Directive**”). The Central Bank only approves this Offering Circular as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange plc (the “**Irish Stock Exchange**”) for the Notes to be admitted to the Official List (the “**Official List**”) and trading on its regulated market (the “**Main Securities Market**”). The Main Securities Market is a regulated market for the purposes of Directive 2004/39/EC (as amended) (the “**Markets in Financial Instruments Directive**” or “**MiFID**”). It is anticipated that listing and admission to trading of the Notes will take place on or about the Issue Date. There can be no assurance that any such listing will be granted or maintained. This Offering Circular constitutes a “prospectus” for the purposes of the Prospectus Directive and will be available from the website of the Central Bank and will be filed with the Irish Companies Registration Office.

The Notes are limited recourse obligations of the Issuer which are payable solely out of amounts received by or on behalf of the Issuer in respect of the Collateral (as defined herein). The net proceeds of the realisation of the security over the Collateral upon acceleration of the Notes following a Note Event of Default (as defined herein) may be insufficient to pay all amounts due to the Noteholders (as defined herein) after making payments to other creditors of the Issuer ranking prior thereto or pari passu therewith. In the event of a shortfall in such proceeds, the Issuer will not be obliged to pay, and the other assets (including the Issuer Profit Account and the rights of the Issuer under the Corporate Services Agreement (each as defined herein)) of the Issuer will not be available for payment of such shortfall, all claims in respect of which shall be extinguished. See Condition 4 (*Security*).

The Notes have not been registered under the United States Securities Act of 1933, as amended (the “**Securities Act**”) and will be offered only: (a) outside the United States to non-U.S. Persons (as defined in Regulation S under the Securities Act (“**Regulation S**”)); and (b) within the United States to persons and outside the United States to U.S. Persons (as such term is defined in Regulation S (“**U.S. Persons**”)), in each case, who are both qualified

institutional buyers (as defined in Rule 144A (“**Rule 144A**”) under the Securities Act) in reliance on Rule 144A and qualified purchasers for the purposes of Section 3(c)(7) of the United States Investment Company Act of 1940, as amended (the “**Investment Company Act**”). Neither the Issuer nor the Collateral Manager will be registered under the Investment Company Act. Interests in the Notes will be subject to certain restrictions on transfer, and each purchaser of Notes offered hereby in making its purchase will be deemed to have made certain acknowledgements, representations and agreements. See “*Plan of Distribution*” and “*Transfer Restrictions*”.

The Notes (other than the Retention Notes and the Class M-2 Subordinated Notes purchased by the Retention Holder and CVC Credit Partners Global CLO Management Limited respectively) are being offered by the Issuer through Goldman Sachs International (or any Affiliate acting on its behalf) in its capacity as placement agent of the offering of such Notes (the “**Placement Agent**”) subject to prior sale, when, as and if delivered to and accepted by the Placement Agent, and to certain conditions. The Retention Notes and the Class M-2 Subordinated Notes to be purchased by the Retention Holder and CVC Credit Partners Global CLO Management Limited respectively shall be purchased from the Issuer by the Retention Holder and CVC Credit Partners Global CLO Management Limited respectively. It is expected that delivery of the Notes will be made on or about the Issue Date. It is a condition of the Notes that all of the Notes are issued concurrently.

The date of this Offering Circular is 29 March 2017.

Arranger and Placement Agent

Goldman Sachs International

The Issuer accepts responsibility for the information contained in this offering circular (the “Offering Circular”) and to the best of the knowledge and belief of the Issuer (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Collateral Manager accepts responsibility for the information contained in the section of this Offering Circular headed “Risk Factors – Certain Conflicts of Interest – Collateral Manager”, the second paragraph and second sentence of the third paragraph (up to but excluding the proviso) of the section of this Offering Circular headed “Risk Factors – Risk Retention and Due Diligence – U.S. Risk Retention Requirements”, the first sentence of the second paragraph of the section of this Offering Circular headed “Risk Factors—Relating to the Notes—Estimated fair values” and the sections of this Offering Circular headed “Risk Factors—Relating to the Notes—Estimates of the fair value of the Notes involve a significant degree of subjective judgment, and, as a result, are inherently uncertain”, “The Collateral Manager”, “The EU Retention Requirements – Description of the Retention Holder” and “U.S. Credit Risk Retention”. To the best of the knowledge and belief of the Collateral Manager (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information as of the date hereof. The Bank of New York Mellon SA/NV, Dublin Branch accepts responsibility for the information contained in the section of this Offering Circular headed “The Collateral Administrator”. To the best of the knowledge and belief of The Bank of New York Mellon SA/NV, Dublin Branch (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information. The Bank of New York Mellon accepts responsibility for the information contained in the section of this Offering Circular headed “The Liquidity Facility Provider”. To the best of the knowledge and belief of The Bank of New York Mellon (which has taken all reasonable care to ensure that such is the case), such information is in accordance with the facts and does not omit anything likely to affect the import of such information.

Except for the sections of this Offering Circular headed “Risk Factors – Certain Conflicts of Interest – Collateral Manager”, the second paragraph and second sentence of the third paragraph (up to but excluding the proviso) of the section of this Offering Circular headed “Risk Factors – Risk Retention and Due Diligence – U.S. Risk Retention Requirements”, the first sentence of the second paragraph of the section of this Offering Circular headed “Risk Factors—Relating to the Notes—Estimated fair values” and the sections of this Offering Circular headed “Risk Factors—Relating to the Notes—Estimates of the fair value of the Notes involve a significant degree of subjective judgment, and, as a result, are inherently uncertain”, “The Collateral Manager”, “The EU Retention Requirements – Description of the Retention Holder” and “U.S. Credit Risk Retention”, in the case of the Collateral Manager, “The Collateral Administrator”, in the case of the Collateral Administrator and “The Liquidity Facility Provider”, in the case of the Liquidity Facility Provider, none of the Collateral Manager, the Collateral Administrator, the Liquidity Facility Provider or the Retention Holder accept any responsibility for the accuracy and completeness of any information contained in this Offering Circular. The delivery of this Offering Circular at any time does not imply that the information herein is correct at any time subsequent to the date of this Offering Circular.

None of the Placement Agent, Goldman Sachs International in its capacity as arranger (the “Arranger”), the Trustee, the Collateral Manager (save in respect of the section of this Offering Circular headed “Risk Factors – Certain Conflicts of Interest – Collateral Manager”, the second paragraph and second sentence of the third paragraph (up to but excluding the proviso) of the section of this Offering Circular headed “Risk Factors – Risk Retention and Due Diligence – U.S. Risk Retention Requirements”, the first sentence of the second paragraph of the section of this Offering Circular headed “Risk Factors—Relating to the Notes—Estimated fair values” and the sections of this Offering Circular headed “Risk Factors—Relating to the Notes—Estimates of the fair value of the Notes involve a significant degree of subjective judgment, and, as a result, are inherently uncertain”, “The Collateral Manager”, “The EU Retention Requirements – Description of the Retention Holder” and “U.S. Credit Risk Retention”), the Collateral Administrator (save in respect of the section headed “The Collateral Administrator”), the Liquidity Facility Provider (save in respect of the section headed “The Liquidity Facility Provider”), the Retention Holder, any Agent, any Hedge Counterparty or any other party has separately verified the information contained in this Offering Circular and, accordingly, none of the Placement Agent, the Arranger, the Trustee, the Collateral Manager (save as specified above), the Collateral Administrator (save as specified

above), the Liquidity Facility Provider, the Retention Holder, any Agent, any Hedge Counterparty or any other party (save for the Issuer as specified above) makes any representation, recommendation or warranty, express or implied, regarding the accuracy, adequacy, reasonableness or completeness of the information contained in this Offering Circular or in any further notice or other document which may at any time be supplied in connection with the Notes or their distribution or accepts any responsibility or liability therefor. None of the Placement Agent, the Arranger, the Trustee, the Collateral Manager, the Collateral Administrator, the Liquidity Facility Provider, the Retention Holder, any Agent, any Hedge Counterparty or any other party undertakes to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of any of the aforementioned parties which is not included in this Offering Circular. None of the Placement Agent, the Arranger, the Trustee, the Collateral Manager (save as specified above), the Collateral Administrator (save as specified above), the Liquidity Facility Provider, the Retention Holder, any Agent, any Hedge Counterparty or any other party (save for the Issuer as specified above) accepts any responsibility for the accuracy or completeness of any information contained in this Offering Circular.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of, the Issuer, the Placement Agent or the Arranger or any of their Affiliates, the Collateral Manager, the Collateral Administrator, the Liquidity Facility Provider, the Retention Holder or any other person to subscribe for or purchase any of the Notes. The distribution of this Offering Circular and the offering of the Notes in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer and the Placement Agent to inform themselves about and to observe any such restrictions. In particular, the communication constituted by this Offering Circular is directed only at persons who (i) are outside the United Kingdom and are offered and accept this Offering Circular in compliance with such restrictions or (ii) are persons falling within Article 49(2)(a) to (d) (High net worth companies, unincorporated associations etc.) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or who otherwise fall within an exemption set forth in such Order so that Section 21(1) of the Financial Services and Markets Act 2000, as amended, does not apply to the Issuer (all such persons together being referred to as “**relevant persons**”). This communication must not be distributed to, acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this communication relates is available only to relevant persons and will be engaged in only with relevant persons. For a description of certain further restrictions on offers and sales of Notes and distribution of this Offering Circular, see “Plan of Distribution” and “Transfer Restrictions” below. The Notes are not intended to be sold and should not be sold to retail investors. See further “Plan of Distribution – Retail Investor Restriction” of this Offering Circular for further information.

In connection with the issue and sale of the Notes, no person is authorised to give any information or to make any representation not contained in this Offering Circular and, if given or made, such information or representation must not be relied upon as having been authorised by or on behalf of the Issuer, the Placement Agent, the Trustee, the Collateral Manager, the Liquidity Facility Provider, the Retention Holder or the Collateral Administrator. The delivery of this Offering Circular at any time does not imply that the information contained in it is correct as at any time subsequent to its date.

The Issuer is not and will not be regulated by the Central Bank of Ireland (the “**Central Bank**”) by virtue of the issue of the Notes. Any investment in the Notes does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank.

Any websites referred to herein do not form part of this Offering Circular.

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to “**Euro**”, “**euro**”, “**€**” and “**EUR**” are to the lawful currency of the Member States of the European Union that have adopted and retain the single currency in accordance with the Treaty establishing the European Community, as amended from time to time; provided that if any member state or states ceases to have such single currency as its lawful currency (such member state(s) being the “**Exiting State(s)**”), the euro shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining member states and shall not include any successor currency introduced by the Exiting State(s) and any references to “**US**

Dollar, “*US dollar*”, “*USD*”, “*U.S. Dollar*” or “*\$*” shall mean the lawful currency of the United States of America.

In connection with the issue of the Notes, no stabilisation will take place and Goldman Sachs International will not be acting as stabilising manager in respect of the Notes.

Any prospective investor in any investment described in this Offering Circular should consult his or her professional adviser and ensure that he or she fully understands all the risks associated with making such an investment and has sufficient financial resources to sustain any loss that may arise from it.

EU RETENTION REQUIREMENTS

In accordance with the EU Retention Requirements, the Collateral Manager, in its capacity as the Retention Holder, will undertake to the Issuer, the Arranger and the Trustee to acquire and hold the EU Retention Notes on the terms set out in the EU Retention Letter. See further “*The EU Retention Requirements*”.

Each prospective investor in the Notes is required to independently assess and determine whether the information provided herein and in any reports provided to investors in relation to this transaction is sufficient to comply with the EU Retention Requirements or any similar requirements. None of the Issuer, the Collateral Manager, the Arranger, the Placement Agent, the Agents, the Trustee, their respective Affiliates, corporate officers or professional advisers or any other person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose and no such person shall have any liability to any prospective investor or any other person with respect to the insufficiency of such information or any failure of the transactions contemplated hereby to satisfy the requirements of the EU Retention Requirements, the implementing provisions in respect of the EU Retention Requirements in their relevant jurisdiction or any other applicable legal, regulatory or other requirements. Each prospective investor in the Notes which is subject to the EU Retention Requirements or any other regulatory requirement should consult with its own legal, accounting, regulatory and other advisers and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of the EU Retention Requirements or similar requirements of which it is uncertain. See “*Risk Factors*” – “*Regulatory Initiatives*” below for further information.

U.S. CREDIT RISK RETENTION

PURSUANT TO THE U.S. RISK RETENTION RULES, THE COLLATERAL MANAGER IS REQUIRED TO DISCLOSE OR CAUSE TO BE DISCLOSED TO INVESTORS THE FAIR VALUE DETERMINATION DESCRIBED UNDER “U.S. CREDIT RISK RETENTION”. SUCH FAIR VALUE DETERMINATION MUST INCLUDE DESCRIPTIONS OF ALL INPUTS AND ASSUMPTIONS THAT EITHER COULD HAVE A MATERIAL IMPACT ON THE FAIR VALUE CALCULATION OR WOULD BE MATERIAL TO A PROSPECTIVE INVESTOR’S ABILITY TO EVALUATE THE COLLATERAL MANAGER’S FAIR VALUE CALCULATIONS. IN ADOPTING THE U.S. RISK RETENTION RULES, THE RELEVANT REGULATORY AUTHORITIES INDICATED THAT THE PURPOSE OF THE DISCLOSURE OF THE FAIR VALUE DETERMINATION IS TO ALLOW INVESTORS TO ANALYZE THE AMOUNT OF THE COLLATERAL MANAGER’S ECONOMIC INTEREST (“SKIN IN THE GAME”) IN THE TRANSACTIONS DESCRIBED HEREIN. AS SUCH, THE FAIR VALUE DETERMINATION SET FORTH HEREIN SHOULD NOT BE USED FOR ANY OTHER PURPOSE, INCLUDING, WITHOUT LIMITATION, IN MAKING AN INVESTMENT DECISION WITH RESPECT TO ANY OF THE NOTES.

Volcker Rule

Under Section 619 of the U.S. Dodd-Frank Act and the corresponding implementing rules (the “**Volcker Rule**”) relevant banking entities (as defined under the Volcker Rule) are prohibited from, among other things, acquiring or retaining any ownership interest in, or acting as sponsor in respect of, certain investment entities referred to in the Volcker Rule as covered funds, except as may be permitted by an applicable exclusion or exception from the Volcker Rule. In addition, in certain circumstances, the Volcker Rule restricts relevant banking entities from entering into certain credit exposure related transactions with covered funds. Full conformance with the Volcker Rule was required from 21 July 2015. In general, there is limited interpretive guidance regarding the Volcker Rule.

Key terms are defined under the Volcker Rule, including “banking entity”, “ownership interest”, “sponsor” and “covered fund”. In particular, “banking entity” is defined to include certain non-U.S. affiliates of U.S. banking entities as well as non-U.S. banking entities that conduct operations in the United States either directly or through branches or affiliates, “covered fund” is defined to include an issuer that would be an investment company, as defined in the U.S. Investment Company Act of 1940, but for section 3(c)(1) or 3(c)(7) thereof, (which would extend to the Issuer given its intention to rely on section 3(c)(7)) and “ownership interest” is defined to include, among other things, interests arising through a holder’s exposure to profits and losses in the covered fund or through any right of the holder to participate in the selection or removal of, among others, an investment manager or advisor, general partner or the board of directors of such covered fund. It should be noted that the Subordinated Notes will be characterised as ownership interests in the Issuer for this purpose. It is uncertain whether any of the Rated Notes may be similarly characterised as ownership interests. Providing that the right of holders of the Notes in respect of the removal of the Collateral Manager and selection of a successor collateral manager shall only be exercisable upon a Collateral Manager Event of Default may not be sufficient to ensure that the Rated Notes are not characterised as ownership interests. If the Issuer is deemed to be a covered fund then in the absence of regulatory relief such prohibitions may have adverse effects on the Issuer and the liquidity and value of the Notes including limiting the secondary market of the Notes and affecting the Issuer’s access to liquidity and ability to hedge its exposures.

The Class A Notes, Class B Notes, Class C Notes and Class D Notes are issued in subclasses, some of which have voting rights with respect to the removal and replacement of the Collateral Manager and others of which do not possess those rights. Accordingly, U.S. banking institutions and other banking entities investing in those classes of Notes will have the option to invest in subclasses that do not by their terms have a right to remove or replace the Collateral Manager. There can be no assurance, however, that owning the Notes of a subclass which by their terms do not have a right to remove or replace the Collateral Manager, will be effective in resulting in such investments in the Issuer by U.S. banking institutions and other banking entities subject to the Volcker Rule (whether in the form of CM Exchangeable Non-Voting Notes or otherwise) not being characterised as an “ownership interest” in the Issuer.

Each investor is responsible for analysing its own position under the Volcker Rule and any similar measures and none of the Issuer, the Collateral Manager, the Arranger, the Placement Agent, the Agents, the Trustee, their respective Affiliates or any other person makes any representation regarding such position, including with respect to the ability of any investor to acquire or hold the Notes, now or at any time in the future. See “*Risk Factors – Volcker Rule*” below.

Information as to placement within the United States

The Notes of each Class offered pursuant to an exemption from registration under Rule 144A (“**Rule 144A**”) under the Securities Act (the “**Rule 144A Notes**”) will be sold only to “qualified institutional buyers” (as defined in Rule 144A) (“**QIBs**”) that are also “qualified purchasers” for purposes of Section 3(c)(7) of the Investment Company Act (“**QPs**”). The Rule 144A Notes of each Class (including, where applicable, the CM Voting Notes, the CM Non-Voting Exchangeable Notes and the CM Non-Voting Notes of such Class) (other than, in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) will each be represented on issue by beneficial interests in one or more permanent global certificates of such Class (each, a “Rule 144A Global Certificate” and together, the “**Rule 144A Global Certificates**”) or in some cases (including, in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) definitive certificates (each a “Rule 144A Definitive Certificate” and together the “**Rule 144A Definitive Certificates**”), in each case in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depository for Euroclear (“**Euroclear**”) and Clearstream, Luxembourg (“**Clearstream, Luxembourg**”) or in the case of Rule 144A Definitive Certificates, the registered holder thereof. The Notes of each Class (including, where applicable, the CM Voting Notes, the CM Non-Voting Exchangeable Notes and the CM Non-Voting Notes of such Class) sold outside the United States to non-U.S. Persons in reliance on Regulation S (“**Regulation S**”) under the Securities Act (the “**Regulation S Notes**”) (other than, in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) will each be represented on issue by beneficial interests in one or more permanent global certificates of such Class

(each, a “Regulation S Global Certificate” and together, the “**Regulation S Global Certificates**”), or in some cases (including, in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) by definitive certificates of such Class (each a “**Regulation S Definitive Certificate**” and together, the “**Regulation S Definitive Certificates**”) in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear Bank S.A./N.V., as operator of the Euroclear system and Clearstream Banking, société anonyme or, in the case of Regulation S Definitive Certificates, the registered holder thereof. Neither U.S. Persons nor U.S. residents (as determined for the purposes of the Investment Company Act) (“**U.S. Residents**”) may hold an interest in a Regulation S Global Certificate or a Regulation S Definitive Certificate. Ownership interests in the Regulation S Global Certificates and the Rule 144A Global Certificates (together, the “**Global Certificates**”) will be shown on, and transfers thereof will only be effected through, records maintained by Euroclear and Clearstream, Luxembourg and their respective participants. Other than with respect to the Rule 144A Notes that are Subordinated Notes and in certain circumstances, Class E Notes, Class F Notes and Regulation S Notes that are Subordinated Notes, Notes in definitive certificated form will be issued only in limited circumstances. Rule 144A Notes that are Subordinated Notes and, in certain circumstances, Class E Notes, Class F Notes and Regulation S Notes that are Subordinated Notes, described herein be issued in definitive, certificated, fully registered form, pursuant to the Trust Deed and will be offered outside the United States to non-U.S. Persons in reliance on Regulation S and within the United States to persons who are both QIBs and QPs and, in each case, will be registered in the name of the holder (or a nominee thereof).

The Issuer has not been registered under the Investment Company Act. Each purchaser of an interest in the Notes other than a non-U.S. Person outside the U.S. will be deemed to have represented and agreed that it is a QP. Each purchaser of an interest in the Notes will also be deemed to have made the representations set out in “Transfer Restrictions” herein. The purchaser of any Note, by such purchase, agrees that such Note is being acquired for its own account and not with a view to distribution and may be resold, pledged or otherwise transferred only (1) to the Issuer (upon redemption thereof or otherwise), (2) to a person the purchaser reasonably believes is a QIB which is also a QP, in a transaction meeting the requirements of Rule 144A, or (3) outside the United States to a non-U.S. Person in an offshore transaction in reliance on Regulation S, in each case, in compliance with the Trust Deed and all applicable securities laws of any state of the United States or any other jurisdiction. See “*Transfer Restrictions*”.

In making an investment decision, investors must rely on their own examination of the Issuer and the terms of the Notes and the offering thereof described herein, including the merits and risks involved, including the possibility that any purchaser of any Note may not fully recoup its initial investment, including as a result of certain origination expenses and expenses incurred by the Issuer in connection with the offering.

THE SECURITIES OFFERED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED WITH, OR APPROVED BY, ANY UNITED STATES FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE.

This Offering Circular has been prepared by the Issuer solely for use in connection with the offering of the Notes described herein (the “**Offering**”). Each of the Issuer and the Placement Agent reserves the right to reject any offer to purchase Notes in whole or in part for any reason, or to sell less than the stated initial principal amount of any Class of Notes offered hereby. This Offering Circular is personal to each offeree to whom it has been delivered by the Issuer, the Placement Agent or any Affiliate thereof and does not constitute an offer to any other person or to the public generally to subscribe for or otherwise acquire the Notes. Distribution of this Offering Circular to any persons other than the offeree and those persons, if any, retained to advise such offeree with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited. Any reproduction or distribution of this Offering Circular in whole or in part and any disclosure of its contents or use of any information herein for any purpose other than considering an investment in the securities offered herein is prohibited.

BY ACCEPTING DELIVERY OF ITS NOTES, EACH PURCHASER OF NOTES WILL BE DEEMED TO HAVE ACKNOWLEDGED THAT (A) IT HAS BEEN AFFORDED AN OPPORTUNITY TO REQUEST FROM GOLDMAN SACHS INTERNATIONAL AND TO REVIEW, AND HAS RECEIVED, ALL INFORMATION CONSIDERED BY IT TO BE MATERIAL REGARDING THE INITIAL PORTFOLIO AND ALL ADDITIONAL INFORMATION CONSIDERED BY IT TO BE NECESSARY TO VERIFY THE ACCURACY OF THE INFORMATION IN THIS OFFERING CIRCULAR AND (B) IT HAS NOT RELIED ON ANY TRANSACTION PARTY OR ANY PERSON AFFILIATED WITH ANY OF THEM IN CONNECTION WITH ITS INVESTIGATION OF THE ACCURACY OF THE INFORMATION CONTAINED IN THIS OFFERING CIRCULAR OR ITS INVESTMENT DECISION. NEITHER THE DELIVERY OF THIS OFFERING CIRCULAR, NOR ANY SALE MADE UNDER THIS OFFERING CIRCULAR SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION CONTAINED IN THIS OFFERING CIRCULAR IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF SUCH INFORMATION.

NOTWITHSTANDING ANYTHING IN THIS OFFERING CIRCULAR TO THE CONTRARY, EACH PROSPECTIVE INVESTOR (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF EACH PROSPECTIVE INVESTOR) MAY DISCLOSE TO ANY AND ALL PERSONS, WITHOUT LIMITATION OF ANY KIND, THE TAX TREATMENT AND TAX STRUCTURE OF AN INVESTMENT IN THE NOTES AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER TAX ANALYSES) THAT ARE PROVIDED TO THE PROSPECTIVE INVESTOR RELATING TO SUCH TAX TREATMENT AND TAX STRUCTURE. FOR THESE PURPOSES, THE TAX TREATMENT OF AN INVESTMENT IN THE NOTES MEANS THE PURPORTED OR CLAIMED U.S. FEDERAL INCOME TAX TREATMENT OF AN INVESTMENT IN THE NOTES. IN ADDITION, THE TAX STRUCTURE OF AN INVESTMENT IN THE NOTES INCLUDES ANY FACT THAT MAY BE RELEVANT TO UNDERSTANDING THE PURPORTED OR CLAIMED U.S. FEDERAL INCOME TAX TREATMENT OF AN INVESTMENT IN THE NOTES.

AVAILABLE INFORMATION

To permit compliance with the Securities Act in connection with the sale of the Notes in reliance on Rule 144A, the Issuer will be required under the Trust Deed to furnish upon request to a holder or beneficial owner of a Rule 144A Note who is a QIB or a prospective investor who is a QIB designated by such holder or beneficial owner the information required to be delivered under Rule 144A(d)(4) under the Securities Act if at the time of the request the Issuer is neither a reporting company under Section 13 or Section 15(d) of the United States Securities Exchange Act of 1934, as amended, nor exempt from reporting pursuant to Rule 12g 3 2(b) under the Exchange Act. All information made available by the Issuer pursuant to the terms of this paragraph may also be obtained during usual business hours free of charge at the office of the Issuer.

GENERAL NOTICE

EACH PURCHASER OF THE NOTES MUST COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS IN FORCE IN EACH JURISDICTION IN WHICH IT PURCHASES, OFFERS OR SELLS SUCH NOTES OR POSSESSES OR DISTRIBUTES THIS OFFERING CIRCULAR AND MUST OBTAIN ANY CONSENT, APPROVAL OR PERMISSION REQUIRED FOR THE PURCHASE, OFFER OR SALE BY IT OF SUCH NOTES UNDER THE LAWS AND REGULATIONS IN FORCE IN ANY JURISDICTIONS TO WHICH IT IS SUBJECT OR IN WHICH IT MAKES SUCH PURCHASES, OFFERS OR SALES, AND NONE OF THE ISSUER OR THE PLACEMENT AGENT, THE COLLATERAL MANAGER, THE TRUSTEE OR THE COLLATERAL ADMINISTRATOR SPECIFIED HEREIN (IN EACH CASE OR ANY OF THEIR RESPECTIVE AFFILIATES) SHALL HAVE ANY RESPONSIBILITY THEREFOR.

THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT 1933, AS AMENDED, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME.

TABLE OF CONTENTS

Clause	Page
Transaction Overview	14
Risk Factors	30
<i>General</i>	30
<i>Relating to Taxation</i>	39
<i>Regulatory Initiatives</i>	47
<i>Relating to the Notes</i>	63
<i>Relating to the Collateral</i>	80
<i>Certain Conflicts of Interest</i>	102
Terms and Conditions of the Notes	112
1. <i>Definitions</i>	113
2. <i>Form and Denomination, Title, Transfer and Exchange</i>	169
3. <i>Status</i>	172
4. <i>Security</i>	199
5. <i>Covenants of and Restrictions on the Issuer</i>	203
6. <i>Interest</i>	206
7. <i>Redemption and Purchase</i>	213
8. <i>Payments</i>	224
9. <i>Taxation</i>	225
10. <i>Events of Default</i>	226
11. <i>Enforcement</i>	231
12. <i>Prescription</i>	236
13. <i>Replacement of Notes</i>	236
14. <i>Meetings of Noteholders, Modification, Waiver and Substitution</i>	237
15. <i>Indemnification of the Trustee</i>	245
16. <i>Notices</i>	246
17. <i>Additional Issuance</i>	246
18. <i>Third Party Rights</i>	249
19. <i>Governing Law</i>	249
Use of Proceeds	250
Form of the Notes	251
Book Entry Clearance Procedures	254

Ratings of the Notes.....	256
The Issuer.....	258
The Collateral Manager	260
The EU Retention Requirements	264
U.S. Credit Risk Retention	267
The Collateral Administrator	273
The Liquidity Facility Provider	274
The Portfolio	275
<i>Introduction</i>	275
<i>Acquisition of Collateral Debt Obligations</i>	275
<i>Eligibility Criteria</i>	277
<i>Restructured Obligations</i>	280
<i>Management of the Portfolio</i>	280
<i>Portfolio Profile Tests and Collateral Quality Tests</i>	291
<i>Rating Definitions</i>	312
<i>The Coverage Tests</i>	319
Description of the Collateral Management Agreement	321
Description of the Reports	326
Description of the Liquidity Facility Agreement.....	333
Hedging Arrangements	338
Tax Considerations	345
<i>U.S. Tax Treatment of the Issuer</i>	349
Certain ERISA Considerations	361
Plan of Distribution.....	365
Transfer Restrictions.....	370
Rule 17G-5 Compliance	382
General Information.....	383
Glossary of Defined Terms	386
ANNEX A	399
ANNEX B.....	403

TRANSACTION OVERVIEW

The following Overview does not purport to be complete and is qualified in its entirety by reference to the detailed information appearing elsewhere in this Offering Circular (this “**Offering Circular**”) and related documents referred to herein. Capitalised terms not specifically defined in this Overview have the meanings set out in Condition 1 (*Definitions*) under “*Terms and Conditions of the Notes*” below or are defined elsewhere in this Offering Circular. An index of defined terms appears at the back of this Offering Circular. References to a “**Condition**” are to the specified Condition in the “*Terms and Conditions of the Notes*” below and references to “**Conditions of the Notes**” are to the “*Terms and Conditions of the Notes*” below. For a discussion of certain risk factors to be considered in connection with an investment in the Notes, see “*Risk Factors*”.

Issuer	CVC Cordatus Loan Fund VIII Designated Activity Company, a designated activity company limited by shares incorporated in Ireland.
Collateral Manager	CVC Credit Partners European CLO Management LLP.
Trustee	BNY Mellon Corporate Trustee Services Limited.
Placement Agent	Goldman Sachs International.
Arranger	Goldman Sachs International.
Collateral Administrator	The Bank of New York Mellon SA/NV, Dublin Branch.
Liquidity Facility Provider	The Bank of New York Mellon.
Eligible Purchasers	<p>The Notes of each Class will be offered:</p> <ul style="list-style-type: none">(a) outside of the United States to non-U.S. Persons in “offshore transactions” in reliance on Regulation S; and(b) within the United States to persons and outside the United States to U.S. Persons, in each case, who are QIB/QPs.

Distributions on the Notes

Payment Dates	23 January, 23 April, 23 July and 23 October prior to the occurrence of a Frequency Switch Event and on 23 January and 23 July (where the Payment Date immediately prior to the occurrence of a Frequency Switch Event falls in either January or July) or on 23 April and 23 October (where the Payment Date immediately prior to the occurrence of a Frequency Switch Event falls in either April or October) following the occurrence of a Frequency Switch Event, in each year commencing on 23 October 2017 and ending on the Maturity Date (subject to any earlier redemption of the Notes and in each case to adjustment for non-Business Days in accordance with the Conditions).
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Stated Note Interest	Interest in respect of the Rated Notes will be payable quarterly in arrear prior to the occurrence of a Frequency Switch Event and semi-annually in arrear following the occurrence of a Frequency Switch Event, in each case on each Payment Date (with the first Payment Date occurring in October 2017) in accordance with the Interest Priority of Payments.
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Interest on the Class M-2 Subordinated Notes will be payable quarterly in arrear

prior to the occurrence of a Frequency Switch Event and semi-annually in arrear following the occurrence of a Frequency Switch Event, in each case, on each Payment Date (with the first Payment Date occurring on 23 October 2017) in accordance with the Priorities of Payments and calculated as a proportion of the weighted average Aggregate Collateral Balance during the related Due Period. Residual distributions shall also be payable on the Subordinated Notes on each Payment Date to the extent funds are available in accordance with the Priorities of Payments.

Deferral of Interest

Failure on the part of the Issuer to pay the Interest Amounts due and payable on:

- (a) any of the Class A Notes or the Class B Notes pursuant to Condition 6 (*Interest*) and the Priorities of Payments shall not be a Note Event of Default unless and until such failure continues for a period of at least five Business Days save:
 - (i) in the case of administrative error or omission only, where such failure continues for a period of at least seven Business Days; or
 - (ii) as the result of any deduction therefrom or the imposition of any withholding tax thereon as set out in Condition 9 (*Taxation*).
- (b) any of the Class C Notes, Class D Notes, Class E Notes or Class F Notes pursuant to Condition 6 (*Interest*) and the Priorities of Payments will not constitute a Note Event of Default unless following a Frequency Switch Event only: following redemption in full of the Class A Notes and the Class B Notes, the Issuer fails to pay any Interest Amounts in respect of the Class C Notes when the same becomes due and payable; following redemption in full of the Class C Notes, the Issuer fails to pay any Interest Amounts in respect of the Class D Notes when the same becomes due and payable; following redemption in full of the Class D Notes, the Issuer fails to pay any Interest Amounts in respect of the Class E Notes when the same becomes due and payable; and following redemption in full of the Class E Notes the Issuer fails to pay any Interest Amounts in respect of the Class F Notes when the same becomes due and payable.

Failure on the part of the Issuer to pay the Interest Amounts on the Class M-2 Subordinated Notes shall not be an Event of Default at any time unless such non-payment constitutes an Event of Default pursuant to Condition 10(a)(iii) (*Default under Priorities of Payments*).

To the extent that interest payments on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class M-2 Subordinated Notes are not made on the relevant Payment Date, an amount equal to such unpaid interest will be added to the principal amount of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class M-2 Subordinated Notes, as applicable, and thereafter will accrue interest on such unpaid amount at the rate of interest applicable to such Notes. See Conditions 6(c) (*Deferral of Interest*),

Non payment of amounts due and payable on the Subordinated Notes as a result

of the insufficiency of available Interest Proceeds will not constitute a Note Event of Default.

Redemption of the Notes

Principal payments on the Notes may be made in the following circumstances:

- (a) on the Maturity Date;
- (b) on any Payment Date following a Determination Date on which a Coverage Test is not satisfied (to the extent such test is required to be satisfied on such Determination Date) (see Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*));
- (c) if, as at the Business Day prior to the Payment Date following the Effective Date, an Effective Date Rating Event has occurred and is continuing, the Rated Notes shall be redeemed in accordance with the Note Payment Sequence on such Payment Date and thereafter on each subsequent Payment Date (to the extent required) out of Interest Proceeds and thereafter out of Principal Proceeds subject to the Priorities of Payments, in each case until redeemed in full or, if earlier, until such Effective Date Rating Event is no longer continuing (see Condition 7(e) (*Redemption upon Effective Date Rating Event*));
- (d) after the Reinvestment Period, on each Payment Date out of Principal Proceeds transferred to the Payment Account immediately prior to the related Payment Date (save to the extent such amounts are designated for reinvestment in accordance with the Collateral Management Agreement) (see Condition 7(f) (*Redemption following Expiry of the Reinvestment Period*));
- (e) on any Payment Date during the Reinvestment Period at the discretion of the Collateral Manager (acting on behalf of the Issuer) following certification by the Collateral Manager to the Trustee (upon which certificate the Trustee shall be entitled to rely without further enquiry and without liability) that, using reasonable endeavours, it has been unable, for a period of 20 consecutive Business Days, to identify a sufficient quantity of additional or Substitute Collateral Debt Obligations in which to invest or reinvest Principal Proceeds or Interest Proceeds (see Condition 7(d) (*Special Redemption*));
- (f) in whole (with respect to all Classes of Rated Notes) but not in part on any Business Day following the expiry of the Non-Call Period from Sale Proceeds or Refinancing Proceeds (or any combination thereof) if directed in writing by the Subordinated Noteholders (acting by way of an Ordinary Resolution) (see Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*));
- (g) in part by the redemption in whole of one or more Classes of Rated Notes from Refinancing Proceeds on any Business Day following the expiry of the Non-Call Period if directed in writing by the Subordinated Noteholders (acting by way of an Ordinary Resolution), as long as the Class of Rated Notes to be redeemed represents not less than the entire Class of such Rated Notes (see Condition 7(b)(ii) (*Optional Redemption*)).

in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders));

- (h) in whole (with respect to all Classes of Rated Notes) but not in part from Sale Proceeds on any Business Day following the expiry of the Non-Call Period if, upon or at any time following the expiry of the Non-Call Period the Aggregate Collateral Balance is less than 20 per cent. of the Target Par Amount and if directed in writing by the Collateral Manager (acting on behalf of the Issuer) (see Condition 7(b)(iii) (*Optional Redemption in Whole - Collateral Manager Clean-up Call*));
- (i) on any Business Day the Subordinated Notes may be redeemed in whole at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution or at the direction of the Collateral Manager (acting on behalf of the Issuer) following the redemption in full of all Classes of Rated Notes (see Condition 7(b)(viii) (*Optional Redemption of Subordinated Notes*));
- (j) on any Business Day following the occurrence of a Collateral Tax Event in whole (with respect to all Classes of Rated Notes) at the option of the Subordinated Noteholders acting by way of Ordinary Resolution (see Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*));
- (k) on any Business Day in whole (with respect to all Classes of Rated Notes) at the option of the Controlling Class (acting by way of Extraordinary Resolution) or the Subordinated Noteholders (acting by way of Ordinary Resolution), following the occurrence of a Note Tax Event, subject to (i) the Issuer having failed to change the territory in which it is resident for tax purposes and (ii) certain minimum time periods (see Condition 7(g) (*Redemption following Note Tax Event*)); and
- (l) at any time following an acceleration of the Notes following the occurrence of a Note Event of Default which occurs and is continuing and has not been cured (see Condition 10(a) (*Note Events of Default*)).

Non-Call Period

During the period from the Issue Date up to, but excluding, 23 April 2019 (the “**Non-Call Period**”), the Notes are not subject to Optional Redemption (save for upon a Collateral Tax Event or a Note Tax Event). See Condition 7(b) (*Optional Redemption*) and Condition 7(g) (*Redemption following Note Tax Event*).

Redemption Prices

The Redemption Price of each Class of Rated Notes will be (a) 100 per cent. of the Principal Amount Outstanding of the Notes to be redeemed (including, in the case of the Class C Notes, the Class D Notes, the Class E Notes and Class F Notes, any accrued and unpaid Deferred Interest on such Notes) plus (b) accrued and unpaid interest thereon to the day of redemption.

The Redemption Price for each Subordinated Note will be its pro rata share (calculated in accordance with paragraph (EE) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments and/or paragraph (AA) of the Post-Acceleration Priority of Payments as applicable) of the aggregate proceeds of liquidation of the Collateral, or

realisation of the security thereover in such circumstances, remaining following application thereof in accordance with the Priorities of Payments together with, in the case of any Class M-2 Subordinated Note, any accrued and unpaid interest and any Deferred Interest in respect thereof to the relevant day of redemption.

The holders of any Class may agree to decrease the Redemption Price for such Class by way of Unanimous Resolution.

Priorities of Payments

Prior to an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*) or, following an acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*) by way of the delivery of an Acceleration Notice (actual or deemed), which Acceleration Notice has been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), and other than in connection with an Optional Redemption in whole pursuant to Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*), Interest Proceeds will be applied in accordance with the Interest Proceeds Priority of Payments, and Principal Proceeds will be applied in accordance with the Principal Proceeds Priority of Payments. Upon any redemption in whole of the Notes in accordance with Condition 7(b) (*Optional Redemption*) or in accordance with Condition 7(g) (*Redemption following Note Tax Event*) or, following the delivery of an Acceleration Notice (actual or deemed) in accordance with Condition 10(b) (*Acceleration*) which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), Interest Proceeds and Principal Proceeds will be applied in accordance with the Post-Acceleration Priority of Payments, in each case as described in the Conditions.

Collateral Management Fees

Senior Collateral Management Fee	0.178 per cent. per annum of the Fee Basis Amount (being exclusive of any applicable VAT). See “ <i>Description of the Collateral Management Agreement</i> ”.
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Subordinated Collateral Management Fee	0.267 per cent. per annum of the Fee Basis Amount (being exclusive of any applicable VAT). See “ <i>Description of the Collateral Management Agreement</i> ”.
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Incentive Collateral Management Fee	After having met or surpassed the Incentive Collateral Management Fee IRR Threshold of 12.0 per cent., 20.0 per cent. of any Interest Proceeds and Principal Proceeds that would otherwise be available to distribute to the Subordinated Noteholders in accordance with the Priorities of Payments (being exclusive of any applicable VAT). See “ <i>Description of the Collateral Management Agreement</i> ”.
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Collateral Manager Advances	The Collateral Manager may, at its discretion and from time to time but not more than once per calendar year nor more than three times in aggregate, advance an amount (each such amount, a “ Collateral Manager Advance ”) to the Issuer for the purpose of:
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|-----|---|
| (a) | funding the purchase or exercise of rights under Collateral Enhancement Debt Obligations which the Collateral Manager determines on behalf of the Issuer should be purchased or exercised; or |
|-----|---|

- (b) as a contribution to Interest Proceeds or Principal Proceeds, to be applied in accordance with the applicable Priorities of Payments.

Each Collateral Manager Advance may bear interest as agreed between the Issuer and the Collateral Manager from time to time and notified by the Collateral Manager to the Collateral Administrator as soon as reasonably practicable provided that such rate of interest shall not exceed a rate of EURIBOR plus 2.0 per cent. per annum. All such Collateral Manager Advances shall be repaid out of Interest Proceeds and Principal Proceeds on each Payment Date pursuant to the Priorities of Payments.

Security for the Notes

General

The Notes will be secured in favour of the Trustee for the benefit of the Secured Parties by security over a portfolio of Collateral Debt Obligations predominantly consisting of Senior Secured Loans, Senior Secured Bonds, Second Lien Loans, Mezzanine Obligations and High Yield Bonds. The Notes will also be secured by an assignment by way of security of various of the Issuer's other rights, including its rights under certain of the agreements described herein. See Condition 4 (*Security*).

Hedge Arrangements

The Issuer will not be permitted to enter into a Hedge Agreement to hedge interest rate risk and/or currency risk unless either (i) such Hedge Agreement complies with the Hedge Agreement Eligibility Criteria, or (ii) the Issuer obtains legal advice from reputable legal counsel to the effect that the entry into such arrangements shall not require any of the Issuer, its directors or officers or the Collateral Manager to register with the United States Commodities Futures Trading Commission (the "CFTC") as a commodity pool operator or a commodity trading advisor pursuant to the United States Commodity Exchange Act of 1936, as amended (a "**Commodity Pool**"). Notwithstanding the above, if, in the reasonable opinion of the Collateral Manager, entry into a Hedge Agreement would require registration of the Collateral Manager as a Commodity Pool with respect to, and at the expense of, the Issuer, the Issuer will not be permitted to enter into such Hedge Agreement unless such registration is made by the Collateral Manager. The Issuer will also be obliged to obtain Rating Agency Confirmation prior to entering into any hedging arrangements after the Issue Date unless it is in a form in respect of which the Issuer (or the Collateral Manager acting on behalf of the Issuer) has previously received written approval from each Rating Agency. See "*Hedging Arrangements*".

On or around the Issue Date, the Issuer may enter into Interest Rate Hedge Transactions which are interest rate caps ("**Issue Date Interest Rate Hedge Transactions**") with one or more Interest Rate Hedge Counterparties in order to mitigate its exposure to increases in EURIBOR-based payments of interest payable by the Issuer on the Rated Notes. Should the Issuer enter into such transactions on the Issue Date, the Issuer will pay a premium to such Interest Rate Hedge Counterparty or Interest Rate Hedge Counterparties. The Issuer (or the Collateral Manager on its behalf) would be required to exercise such Issue Date Interest Rate Hedge Transactions if at any time EURIBOR was greater than the strike price set out in the applicable Issue Date Interest Rate Hedge Transaction. The Issuer (or the Collateral Manager on its behalf) will be

permitted to novate for value any Issue Date Interest Rate Hedge Transaction on any date (a) upon which the Rated Notes have been redeemed in whole or (b) upon receipt of Rating Agency Confirmation.

See “*Hedging Arrangements*”.

Purchase of Collateral Debt Obligations

Initial Investment Period

Prior to the Issue Date, the Issuer expects to have acquired or entered into a binding commitment to acquire Collateral Debt Obligations with an Aggregate Principal Balance equal to approximately 70 per cent. of the Target Par Amount. During the period from and including the Issue Date to but excluding the earlier of:

- (a) the date designated for such purpose by the Collateral Manager, subject to the Effective Date Determination Requirements having been satisfied; and
- (b) 25 September 2017 (or, if such day is not a Business Day, the next following Business Day),

(such earlier date, the “**Effective Date**” and, such period, the “**Initial Investment Period**”), the Issuer, or the Collateral Manager on its behalf, intends to purchase the remainder of the Portfolio of Collateral Debt Obligations, subject to the Eligibility Criteria and certain other restrictions.

Reinvestment in Collateral Debt Obligations

Subject to and in accordance with the Collateral Management Agreement, the Collateral Manager shall, on behalf of the Issuer, use reasonable endeavours to use Principal Proceeds available from time to time to purchase Substitute Collateral Debt Obligations meeting the Eligibility Criteria and the Reinvestment Criteria during the Reinvestment Period.

Following expiry of the Reinvestment Period, only Sale Proceeds from the sale of Credit Impaired Obligations and Unscheduled Principal Proceeds received after the Reinvestment Period may be reinvested by the Issuer or the Collateral Manager, on behalf of the Issuer, in Substitute Collateral Debt Obligations meeting the Eligibility Criteria and Reinvestment Criteria. See “*The Portfolio - Sale of Collateral Debt Obligations*” and “*The Portfolio - Reinvestment in Collateral Debt Obligations*”.

Eligibility Criteria

In order to qualify as a Collateral Debt Obligation, an obligation must satisfy the Eligibility Criteria or (i) Issue Date Collateral Debt Obligations shall be required to satisfy the Eligibility Criteria on the Issue Date; or (ii) in the case of an obligation which is the subject of a restructuring, the Restructured Obligation Criteria on the applicable Restructuring Date. Each obligation shall only be required to satisfy the Eligibility Criteria at the time the Issuer (or the Collateral Manager, acting on behalf of the Issuer) enters into a binding commitment to purchase such obligation save for an Issue Date Collateral Debt Obligation which must also satisfy the Eligibility Criteria on the Issue Date and Restructured Obligations which must satisfy the Restructured Obligation Criteria as at the applicable Restructuring Date. See “*The Portfolio - Sale of Collateral Debt Obligations*” and “*The Portfolio - Reinvestment in Collateral*

Debt Obligations".

Restructured Obligations

In order for a Collateral Debt Obligation which is the subject of a restructuring to qualify as a Collateral Debt Obligation such Collateral Debt Obligation must satisfy the Restructured Obligation Criteria as at the applicable Restructuring Date. See "*The Portfolio - Restructured Obligations*".

Collateral Quality Tests

The Collateral Quality Tests will comprise the following:

For so long as any of the Rated Notes are rated by Moody's and are Outstanding:

- (a) the Moody's Minimum Diversity Test;
- (b) the Moody's Minimum Weighted Average Recovery Rate Test; and
- (c) the Moody's Maximum Weighted Average Rating Factor Test.

For so long as any Notes rated by S&P are Outstanding:

- (a) as of the Effective Date and until the expiry of the Reinvestment Period only, the S&P CDO Monitor Test; and
- (b) the S&P Minimum Weighted Average Recovery Rate Test;

For so long as any of the Rated Notes are Outstanding:

- (a) the Weighted Average Life Test; and
- (b) the Minimum Weighted Average Spread Test.

Each of the Collateral Quality Tests is defined in the Collateral Management Agreement and described in "*The Portfolio*" below.

Portfolio Profile Tests

In summary, the Portfolio Profile Tests will consist of each of the following (the percentage requirements applicable to different types of Collateral Debt Obligations specified in the Portfolio Profile Tests and summarily displayed in the table below shall be determined by reference to the Aggregate Collateral Balance):

	Minimum	Maximum
Senior Secured Loans and Senior Secured Bonds	As specified in the Selected Cov-Lite Matrix Row	N/A
Second Lien Loans, Senior Unsecured Obligations, High Yield Bonds, Mezzanine Obligations	N/A	As specified in the Selected Cov-Lite Matrix Row
Senior Secured Bonds, High Yield Bonds and Mezzanine Obligations	N/A	30.0%

in the form of notes

Fixed Rate Collateral Debt Obligations	N/A	12.50%
Asset Swap Obligations	N/A	20.00%
Unhedged Collateral Debt Obligations	N/A	2.50%
S&P Industry Classification Group	N/A	10%, provided that the largest S&P Industry Classification Group may comprise no more than 17.5%, the second largest S&P Industry Classification Group may comprise no more than 15.00%, and the third largest S&P Industry Classification Group may comprise no more than 12.00%; provided however that the three largest S&P Industry Classification Groups may not comprise in aggregate, more than 40.00%
Domicile of Obligors 1	N/A	10.00% Domiciled in countries rated below “A-” by S&P
Domicile of Obligors 2	N/A	10.00% Domiciled in countries or jurisdictions with a Moody’s local currency country risk ceiling between “A1” and “A3”.
Current Pay Obligations	N/A	2.50%
Unfunded Amounts/Funded Amounts under Revolving Obligations/Delayed Drawdown Collateral Debt Obligations	N/A	5.00%

Corporate Rescue Loans	N/A	5.00%, provided that not more than 2.0% shall consist of Corporate Rescue Loans from a single Obligor.
PIK Obligations and Partial PIK Obligations	N/A	5.00%
Annual Obligations	N/A	5.00%
Moody's Caa Obligations	N/A	7.50%
S&P CCC Obligations	N/A	7.50%
Moody's Rating derived from S&P Rating	N/A	10%
S&P Rating derived from Moody's Rating	N/A	10%
Senior Secured Loans and Senior Secured Bonds to a single Obligor	N/A	2.50% provided that up to 3 Obligors may represent up to 3.00% each
Senior Unsecured Obligations, Second Lien Loans, Mezzanine Obligations and High Yield Bonds to a single Obligor	N/A	1.50%
Collateral Debt Obligations to a single Obligor	N/A	2.50% provided that up to 3 Obligors may represent up to 3.00% each
Collateral Debt Obligations of ten largest Obligors	N/A	24.0%
Participations	N/A	5.00%
Bridge Loans	N/A	2.00%, provided that such Bridge Loans constitute Senior Secured Loans
Bivariate Risk Table	N/A	See limits set out in "The Portfolio – Bivariate Risk Table"

Cov-Lite Obligations	N/A	As per the Cov-Lite Matrix, provided that the Class A-1 Notes remain Outstanding and prior to any refinancing of the Class A-1 Notes, unless the consent of the Class A-1 Noteholders (acting by Ordinary Resolution) is obtained.
Cov-Lite Loans	N/A	30.00%
Non-Broadly Syndicated Loans to Portfolio Companies	N/A	20.00%
Indebtedness of Obligor		5.00% Collateral Debt Obligations issued by Obligors each of which has total potential indebtedness (comprised of all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans as determined by original or subsequent issuance size, at the time of purchase by the Issuer) under their respective loan agreements and other Underlying Instruments of not less than €150,000,000.00 but not more than €250,000,000.00, or the equivalent thereof converted into Euro at the Spot Rate at the time at which the Issuer entered into a binding commitment to purchase such Collateral Debt Obligation.
Collateral Debt Obligations which have	N/A	10.0%

a Collateral Debt
Obligation Stated
Maturity which falls
after 30 March 2028

Discount Obligations N/A 25.00%

Coverage Tests

The Coverage Tests will be used primarily to determine whether principal and interest may be paid on the Rated Notes and distributions may be made on the Subordinated Notes or whether funds which would otherwise be used to pay interest on the Rated Notes and to make distributions on the Subordinated Notes must instead be used to pay principal on one or more Classes of Rated Notes in accordance with the Priorities of Payments.

Each of the Par Value Tests and Interest Coverage Tests shall be satisfied on a Determination Date in the case of (i) the Par Value Tests, on or after the Effective Date; and (ii) the Interest Coverage Tests on or after the Determination Date immediately preceding the second Payment Date; if the corresponding Par Value Ratio or Interest Coverage Ratio (as the case may be) is at least equal to the percentage specified in the table below in relation to that Coverage Test:

Class	Required Par Value Ratio
A/B	127.99%
C	119.58%
D	112.76%
E	106.67%
Class	Required Interest Coverage Ratio
A/B	120.0%
C	115.0%
D	110.0%
E	105.0%

Interest Diversion Test

On and after the Effective Date and during the Reinvestment Period only, if the Class F Par Value Ratio is less than 104.11 per cent. on the relevant Determination Date, Interest Proceeds shall be paid to the Principal Account to be applied in the acquisition of additional Collateral Debt Obligations in an amount (such amount, the “**Required Diversion Amount**”) equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment pursuant to paragraph (W) of the Interest Proceeds Priority of Payments and (2) the amount which, after giving effect to the payment of all amounts payable in

respect of (A) through (V) inclusive of the Interest Proceeds Priority of Payments, would be sufficient to cause the Interest Diversion Test to be met as of the relevant Determination Date, such amounts to be applied during the Reinvestment Period to purchase additional Collateral Debt Obligations, provided that such payment would not, in the determination of the Collateral Administrator (with such consultation with the Collateral Manager and the Retention Holder as the Collateral Administrator deems necessary), cause (or would not be likely to cause) an EU Retention Deficiency.

If the Interest Diversion Test is not satisfied on any Determination Date following the end of the Reinvestment Period, Interest Proceeds in an amount equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts), would be sufficient to cause the Interest Diversion Test to be satisfied if recalculated immediately following such redemption, will be applied in redemption of the Rated Notes in accordance with the Note Payment Sequence on the related Payment Date.

Liquidity Facility

For the period from (and including) the Issue Date to (but excluding) the earliest of (a) the Business Day that is immediately preceding the date that is four years from the Issue Date, subject to renewal for one or two additional one year periods in accordance with the Liquidity Facility Agreement; (b) the date on which the Liquidity Facility is cancelled in its entirety in accordance with its provisions; and (c) the date on which the Rated Notes are redeemed in full, or in each case, if such day is not a Business Day, the Business Day immediately prior to such day (the “**Liquidity Facility Commitment Period**”), the Issuer will, subject to satisfaction of certain conditions, be entitled on any proposed date of advance to make drawings under a liquidity facility (the “**Liquidity Facility**”) provided pursuant to a liquidity facility agreement (the “**Liquidity Facility Agreement**”) entered into on or before the Issue Date, between, inter alios, the Issuer (as borrower) and The Bank of New York Mellon (as liquidity facility provider) (the “**Liquidity Facility Provider**”).

The Issuer will be entitled to draw under the Liquidity Facility Agreement (each, a “**Liquidity Drawing**”) funds for the payments under, and in accordance with, the Interest Proceeds Priority of Payments on any Payment Date (provided each applicable Coverage Test senior to the relevant payment is satisfied on the relevant Determination Date, for such purposes assuming that such Liquidity Drawing has already been made) but in any event in an amount not exceeding the lesser of (i) the Available Commitment then available (taking into account any Liquidity Drawing scheduled to be repaid on the proposed date of drawdown) on the day such Liquidity Drawing is to be made and (ii) the Accrued Collateral Debt Obligation Interest in respect of the relevant Payment Date, subject to certain limitations as set out in “**Description of the Liquidity Facility Agreement**”.

Save as otherwise provided in the Liquidity Facility Agreement, the Issuer shall repay each Liquidity Drawing in full on or before the Payment Date following the applicable date of drawdown in accordance with the applicable Priorities of Payments. Each Subsequent Drawdown (as defined in the Liquidity Facility Agreement) shall be applied in repayment (in whole or in part) of the related Initial Drawdown (as defined in the Liquidity Facility Agreement) or, if

applicable, any Subsequent Drawdown refinancing the same or refinancing any earlier Subsequent Drawdown.

The maximum amount of the Liquidity Facility shall be €2,000,000 until the Liquidity Facility Commitment Period End Date (subject to reduction, amortisation or cancellation in accordance with the terms of the Liquidity Facility Agreement).

Authorised Denominations

The Regulation S Notes of each Class will be issued in minimum denominations of €100,000 and integral multiples of €1,000 in excess thereof.

The Rule 144A Notes of each Class will be issued in minimum denominations of €250,000 and integral multiples of €1,000 in excess thereof.

Form, Registration and Transfer of the Notes

The Regulation S Notes of each Class (other than, in certain circumstances, the Class E Notes, Class F Notes and Subordinated Notes) including, where applicable, the CM Voting Notes, the CM Non-Voting Exchangeable Notes and the CM Non-Voting Note of such Class, will be represented on issue by beneficial interests in one or more Regulation S Global Certificates in fully registered form, without interest coupons or principal receipts, which will be deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear Bank S.A./N.V., as operator of the Euroclear System and Clearstream Banking, société anonyme. Beneficial interests in a Regulation S Global Certificate may at any time be held only through, and transfers thereof will only be effected through, records maintained by Euroclear or Clearstream, Luxembourg. See “Form of the Notes” and “Book Entry Clearance Procedures”. Interests in any Regulation S Note may not at any time be held by any U.S. Person or U.S. Resident.

The Rule 144A Notes of each Class (other than, in certain circumstances, the Class E Notes and Class F Notes and the Subordinated Notes) including, where applicable, the CM Voting Notes, the CM Non-Voting Exchangeable Notes and the CM Non-Voting Notes of such Class, will be represented on issue by one or more Rule 144A Global Certificates in fully registered form, without interest coupons or principal receipts deposited on or about the Issue Date with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Rule 144A Global Certificate may at any time only be held through, and transfers thereof will only be effected through, records maintained by Euroclear or Clearstream, Luxembourg.

The Rule 144A Global Certificates will bear a legend and such Rule 144A Global Certificates, or any interest therein, may not be transferred except in compliance with the transfer restrictions set out in such legend. See “*Transfer Restrictions*”.

No beneficial interest in a Rule 144A Global Certificate may be transferred to a person who takes delivery thereof through a Regulation S Global Certificate unless the transferor provides the Issuer with a written certification substantially in the form set out in the Trust Deed regarding compliance with certain of such transfer restrictions. Any transfer of a beneficial interest in a Regulation S Global Certificate to a person who takes delivery through an interest in a Rule

144A Global Certificate is also subject to certification requirements substantially in the form set out in the Trust Deed and each purchaser thereof shall be deemed to represent that such purchaser is a QP. In addition, interests in any of the Regulation S Notes may not at any time be held by any U.S. Person or U.S. Resident. See “*Form of the Notes*” and “*Book Entry Clearance Procedures*”.

CM Voting Notes, CM Non-Voting Exchangeable Notes and CM Non-Voting Notes

The Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes may be in the form of a CM Voting Note, a CM Non-Voting Exchangeable Note or a CM Non-Voting Note.

CM Voting Notes shall carry a right to vote in respect of, and be counted for the purposes of determining a quorum and the result of voting on, any CM Replacement Resolution and any CM Removal Resolution. CM Non-Voting Exchangeable Notes and CM Non-Voting Notes shall not carry any rights in respect of, or be counted for the purposes of determining a quorum and the result of voting on, any CM Removal Resolution or any CM Replacement Resolution but shall carry a right to vote on and be counted in respect of all other matters in respect of which the CM Voting Notes have a right to vote and be counted.

CM Voting Notes shall be exchangeable at any time upon request by the relevant Noteholder into CM Non-Voting Exchangeable Notes or CM Non-Voting Notes. CM Non-Voting Exchangeable Notes shall be exchangeable (a) upon request by the relevant Noteholder at any time into CM Non-Voting Notes or (b) into CM Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of the transferor upon request of the relevant transferee or transferor and in no other circumstance. CM Non-Voting Notes shall not be exchangeable at any time into CM Voting Notes or CM Non-Voting Exchangeable Notes.

Any Notes (including any Class of Rated Notes and Subordinated Notes) held by or on behalf of the Collateral Manager or any of its respective Affiliates shall have no voting rights with respect to, and shall not be counted for the purpose of determining a quorum and the results of, voting on any CM Removal Resolution or CM Replacement Resolution.

Governing Law

The Notes, the Trust Deed, the Collateral Management Agreement, the Agency Agreement, the Liquidity Facility Agreement and all other Transaction Documents will be governed by English law (other than the Corporate Services Agreement, which will be governed by Irish law).

Listing

This Offering Circular has been approved by the Central Bank, as competent authority under the Prospectus Directive. The Central Bank only approves this Offering Circular as meeting the requirements imposed under Irish and EU law pursuant to the Prospectus Directive. Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its regulated market. It is anticipated that listing and admission to trading will take place on or about the Issue Date. There can be no assurance that any such listing will be granted or maintained.

Tax Status	See “ <i>Tax Considerations</i> ”.
Certain ERISA Considerations	See “ <i>Certain ERISA Considerations</i> ”.
Withholding Tax	No gross up of any payments to the Noteholders is required of the Issuer. See Condition 9 (<i>Taxation</i>).
Forced sale and withholding pursuant to FATCA	Under Tax Account Reporting Rules, the Issuer may require each Noteholder (which may include a nominee or beneficial owner of a Note for these purposes) to provide certifications and identifying information about itself and certain of its owners. The Issuer may sell a Noteholder’s Notes (other than the Retention Notes) in order to achieve Tax Account Reporting Rules Compliance, including Notes held by a Noteholder that fails to provide the required information or if the Issuer otherwise determines that such Noteholder’s direct or indirect acquisition, holding or transfer of an interest in such Notes would cause the Issuer to be unable to achieve Tax Account Reporting Rules Compliance (and such sale could be for less than its then fair market value). In addition, the failure to provide such information, or the failure of certain non-U.S. financial institutions to achieve Tax Account Reporting Rules Compliance, may compel the Issuer to withhold on payments to such holders (and the Issuer will not pay any additional amounts with respect to such withholding).
Additional Issuances	<p>Subject to certain conditions being met, additional Notes of:</p> <ul style="list-style-type: none"> (a) one or more existing Classes; and (b) one or more new Classes, provided that such new Classes will be subordinated in right to the repayment of interest and principal of the Rated Notes in accordance with applicable Priorities of Payments, <p>may be issued and sold.</p> <p>See Condition 17 (<i>Additional Issuance</i>).</p>
Retention Holder and EU Retention Requirements	The Collateral Manager (in its capacity as the Retention Holder) will represent and undertake to hold the EU Retention (as defined in the section “ <i>The EU Retention Requirements – EU Retention</i> ”) on the terms set out in the EU Retention Letter.
Retention Holder and U.S. Retention Requirements	The Collateral Manager (in its capacity as the Retention Holder) will on the Issue Date purchase, and intends to hold for as long as is required by the U.S. Risk Retention Rules, Class M-1 Subordinated Notes in an amount equal to at least 5% of the “fair value” (as defined in the U.S. Risk Retention Rules) of all Notes issued on the Issue Date as an “eligible horizontal residual interest” (as defined in the U.S. Risk Retention Rules), with the intention of complying with the U.S. Retention Requirements as such requirements apply as of the Issue Date. See “ <i>U.S. Credit Risk Retention</i> ”.

RISK FACTORS

An investment in the Notes of any Class involves certain risks, including risks relating to the Collateral securing such Notes and risks relating to the structure and rights of such Notes and the related arrangements. There can be no assurance that the Issuer will not incur losses or that investors will receive a return on their investments. Prospective investors should carefully consider the following factors, in addition to the matters set forth elsewhere in this Offering Circular, prior to investing in any Notes. Terms not defined in this section and not otherwise defined above have the meanings set out in Condition 1 (Definitions) of the “Terms and Conditions of the Notes”.

General

General

It is intended that the Issuer will invest in loans, bonds and other financial assets with certain risk characteristics as described below and subject to the investment policies, restrictions and guidelines described in “*The Portfolio*”. There can be no assurance that the Issuer’s investments will be successful, that its investment objectives will be achieved, that the Noteholders will receive the full amounts payable by the Issuer under the Notes or that they will receive any return on their investment in the Notes. Prospective investors are therefore advised to review this entire Offering Circular carefully and should consider, among other things, the risk factors set out in this section before deciding whether to invest in the Notes. Except as is otherwise stated below, such risk factors are generally applicable to all Classes of Notes, although the degree of risk associated with each Class of Notes will vary in accordance with the position of such Class of Notes in the Priorities of Payments. See Condition 3 (*Priorities of Payments*). In particular, payments in respect of the Class A Notes are generally higher in the Priorities of Payments than those of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes. Neither the Placement Agent nor the Trustee undertakes to review the financial condition or affairs of the Issuer or the Collateral Manager during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Notes of any information coming to the attention of the Placement Agent or the Trustee which is not included in this Offering Circular.

Suitability

Prospective purchasers of the Notes of any Class should ensure that they understand the nature of such Notes and the extent of their exposure to risk, that they have sufficient knowledge, experience and access to professional advisers to make their own legal, tax, regulatory, accounting and financial evaluation of the merits and risks of investment in such Notes and that they consider the suitability of such Notes as an investment in light of their own circumstances and financial condition and that of any accounts for which they are acting.

No representation

The information contained in this Offering Circular was obtained from the Issuer and other sources, but no assurance is or can be given by the Placement Agent, the Arranger, the Trustee, the Collateral Manager, any Agent, any Hedge Counterparty or anyone other than the Issuer as to the adequacy, accuracy or completeness of such information and this Offering Circular does not constitute and shall not be construed as any representation or warranty by the Placement Agent, the Arranger, the Trustee, the Collateral Manager, any Agent, any Hedge Counterparty or anyone other than the Issuer as to the adequacy, accuracy or completeness of such information contained herein. None of the Placement Agent, the Arranger, the Trustee, the Collateral Manager, any Agent, any Hedge Counterparty or anyone other than the Issuer have independently verified any of the information contained herein (accounting, capital, tax, financial, legal, regulatory or otherwise) and in making an investment decision, investors must rely on their own examination of the terms of this Offering Circular, including the merits and risks involved. Delivery of this Offering Circular to any person other than the prospective investor and those persons, if any, retained to advise such prospective investor with respect to the possible offer and sale of the Notes is unauthorised, and any disclosure of any of its contents for any purpose other than considering an investment in the Notes is strictly prohibited. A prospective investor shall not be entitled to, and must not rely on, this Offering Circular unless it was furnished to such prospective investor directly by the Issuer, Placement Agent, or the Arranger.

The Notes may only be issued or allotted exclusively to a person who has received and acknowledged a warning to the effect that the Notes are only suitable for acquisition by a person who (a) has a significantly substantial asset base such that would enable the person to sustain any loss that might be incurred as a result of acquiring such Notes and (b) is sufficiently financially sophisticated to be reasonably expected to know the risks involved in acquiring the Notes.

Each person who acquires the Notes will be deemed, by such acquisition, to have represented that he or it is one of the foregoing persons and deemed to have acknowledged the preceding statement.

Limited Resources of Funds to Pay Expenses of the Issuer

The funds available to the Issuer to pay its expenses on any Payment Date are limited as provided in the Priorities of Payments. In the event that such funds are not sufficient to pay the expenses incurred by the Issuer, the ability of the Issuer to operate effectively may be impaired, and it may not be able to defend or prosecute legal proceedings brought against it or which it might otherwise bring to protect its interests or be able to pay the expenses of legal proceedings against persons it has indemnified.

Business and Regulatory Risks for Vehicles with Investment Strategies such as the Issuer's

Legal, tax and regulatory changes could occur over the course of the life of the Notes that may adversely affect the Issuer. The regulatory environment for vehicles of the nature of the Issuer is evolving, and changes in regulation may adversely affect the value of investments held by the Issuer and the ability of the Issuer to obtain the leverage it might otherwise obtain or to pursue its investment and trading strategies. In addition, the securities and derivatives markets are subject to comprehensive statutory, regulatory and margin requirements. Certain regulators and self-regulatory organisations and exchanges are authorised to take extraordinary actions in the event of market emergencies. The regulation of transactions of a type similar to this transaction and derivative transactions and vehicles that engage in such transactions is an evolving area of law and is subject to modification by government and judicial action. The effect of any future regulatory change on the Issuer could be substantial and adverse.

Events in the CLO and Leveraged Finance Markets

Over the past several years, European financial markets have experienced volatility and have been adversely affected by concerns over economic contraction in certain EU member states (the “**Member States**”), rising government debt levels, credit rating downgrades and risk of default or restructuring of government debt. These events could cause bond yields and credit spreads to increase.

Many European economies continue to suffer from high rates of unemployment. This economic climate may have an adverse effect on the ability of consumers and businesses to repay or refinance their existing debt.

As discussed further in “*European Union and Euro Zone Risk*” below, it is possible that countries that have adopted the Euro could return to a national currency. The effect on a national economy as a result of it leaving the Euro is impossible to predict, but is likely to be negative. The exit of one or more countries from the Euro zone could have a destabilising effect on all European economies and possibly the global economy as well.

Significant risks for the Issuer and investors exist as a result of current economic conditions. These risks include, among others, (i) the likelihood that the Issuer will find it more difficult to sell any of its assets or to purchase new assets in the secondary market, (ii) the possibility that, on or after the Issue Date, the price at which assets can be sold by the Issuer will have deteriorated from their effective purchase price and (iii) the illiquidity of the Notes. These additional risks may affect the returns on the Notes to investors and/or the ability of investors to realise their investment in the Notes prior to their Maturity Date, if at all. In addition, the primary market for a number of financial products including leveraged loans has not fully recovered from the effects of the global credit crisis. As well as reducing opportunities for the Issuer to purchase assets in the primary market, this is likely to increase the refinancing risk in respect of maturing assets. Although there have recently been signs that the primary market for certain financial products is recovering, particularly in the United States of America, the impact of the economic crisis on the primary market may adversely affect the flexibility of the Collateral Manager to invest and, ultimately, reduce the returns on the Notes to investors.

Difficult macro-economic conditions may adversely affect the rating, performance and the realisation value of the Collateral. Default rates on loans and other investments may continue to fluctuate and accordingly the performance of many collateralised loan obligation (“CLO”) transactions and other types of investment vehicles may suffer as a result. It is also possible that the Collateral will experience higher default rates than anticipated and that performance will suffer.

The ability of the Issuer to make payments on the Notes can depend on the general economic climate and the state of the global economy. The business, financial condition or results of operations of the Obligors of the Collateral Debt Obligations may be adversely affected by a deterioration of economic and business conditions. To the extent that economic and business conditions deteriorate or fail to improve, non-performing assets are likely to increase, and the value and collectability of the Collateral Debt Obligations are likely to decrease. A decrease in market value of the Collateral Debt Obligations would also adversely affect the Sale Proceeds that could be obtained upon the sale of the Collateral Debt Obligations and could ultimately affect the ability of the Issuer to pay in full or redeem the Rated Notes, as well as the ability to make any distributions in respect of the Subordinated Notes.

Many financial institutions, including banks, continue to suffer from capitalisation issues in a regulatory environment which may increase the capital requirement for certain businesses. The bankruptcy or insolvency of a major financial institution may have an adverse effect on the Issuer, particularly if such financial institution is a grantor of a participation in an asset or is a hedge counterparty to a swap or hedge involving the Issuer, or a counterparty to a buy or sell trade that has not settled with respect to an asset. The bankruptcy or insolvency of another financial institution may result in the disruption of payments to the Issuer. In addition, the bankruptcy or insolvency of one or more additional financial institutions may trigger additional crises in the global credit markets and overall economy which could have a significant adverse effect on the Issuer, the Collateral and the Notes.

The global credit crisis and its consequences together with the perceived failure of the preceding financial regulatory regime, continue to drive legislation and regulators towards a restrictive regulatory environment, including the implementation of further regulation which affects financial institutions, markets, instruments and the bond market. Such additional rules and regulations could, among other things, adversely affect Noteholders as well as the flexibility of the Collateral Manager in managing and administering the Collateral. Increasing capital requirements and changing regulations may also result in some financial institutions exiting, curtailing or otherwise adjusting some trading, hedging or investment activities which may have effects on the liquidity of investments such as the Notes as well as the Collateral.

While it is possible that current conditions may improve for certain sectors of the global economy, there can be no assurance that the CLO, leveraged finance or structured finance markets will recover from an economic downturn at the same time or to the same degree as such other recovering sectors.

Illiquidity in the collateralised debt obligation, leveraged finance and fixed income markets may affect the Noteholders

In previous years, events in the collateralised debt obligation (including CLO), leveraged finance and fixed income markets have resulted in substantial fluctuations in prices for leveraged loans and high-yield debt securities and limited liquidity for such instruments. No assurance can be made that conditions giving rise to similar price fluctuations and limited liquidity may not emerge following the Issue Date. During periods of limited liquidity and higher price volatility, the Issuer’s ability to acquire or dispose of Collateral Debt Obligations at a price and time that the Issuer deems advantageous may be severely impaired. As a result, in periods of rising market prices, the Issuer may be unable to participate in price increases fully to the extent that it is unable to acquire desired positions quickly; and the Issuer’s inability to dispose fully and promptly of positions in declining markets may exacerbate losses suffered by the Issuer when Collateral Debt Obligations are sold. Furthermore, significant additional risks for the Issuer and investors in the Notes may exist. Such risks include, among others, (i) the possibility that, after the Issue Date, the prices at which Collateral Debt Obligations can be sold by the Issuer may deteriorate from their purchase price, (ii) the possibility that opportunities for the Issuer to sell its Collateral Debt Obligations in the secondary market, including Credit Impaired Obligations, Credit Improved Obligations, and Defaulted Obligations, may be impaired, and (iii) increased illiquidity of the Notes because of reduced secondary trading in CLO

securities. These additional risks may affect the returns on the Notes to investors or otherwise adversely affect Noteholders.

European Union and Euro Zone Risk

Investors should carefully consider how changes to the Euro zone may affect their investment in the Notes. Since the global economic crisis, the deterioration of the sovereign debt of several countries, together with the risk of contagion to other, more stable, countries, has continued to pose risks. This situation has also raised uncertainties regarding the stability and overall standing of the European Economic and Monetary Union and may result in changes to the composition of the Euro zone.

As a confidence building measure, the European Commission created the European Financial Stability Facility (the “EFSF”) and the European Financial Stability Mechanism (the “EFSM”) to provide funding to Euro zone countries in financial difficulties that seek such support. Subsequently, the European Council agreed that Euro zone countries would establish a permanent stability mechanism, the European Stability Mechanism (the “ESM”), to assume the role of the EFSF and the EFSM in providing external financial assistance to Euro zone countries which has been active since July 2013.

Despite these measures, concerns persist regarding the growing risk that other Euro zone countries could be subject to an increase in borrowing costs and could face an economic crisis similar to that of Cyprus, Greece, Italy, Ireland, Spain and Portugal, together with the risk that some countries could leave the Euro zone (either voluntarily or involuntarily including as a result of an electoral decision to leave the European Union), and that the impact of these events on Europe and the global financial system could be severe which could have a negative impact on the Collateral.

Furthermore, concerns that the Euro zone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more Euro zone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Euro zone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Collateral (including the risks of currency losses arising out of redenomination and related haircuts on any affected assets), the Issuer and the Notes. Should the Euro dissolve entirely, the legal and contractual consequences for holders of Euro-denominated obligations would be determined by laws in effect at such time. These potential developments, or market perceptions concerning these and related issues, could adversely affect the value of the Notes.

Referendum on the UK's EU Membership

On 23 June 2016, the UK held an advisory referendum with respect to its continued membership of the EU (the “Referendum”). The result of the Referendum was a vote in favour of leaving the EU. Whilst the result of the Referendum itself is clear, the next steps of the UK executive and UK Parliament and the reaction of the other Member States to these steps is not. In particular, the format of the negotiation, negotiation positions of the participants and timeframe are uncertain, with any limited public statements subject to change.

Article 50 of the Treaty on European Union (“Article 50”) provides that a Member State which decides to withdraw from the EU is required to notify the European Council of its intention to do so. If notice is given under Article 50 by a Member State, the EU will negotiate and conclude an agreement with such Member State, setting out the arrangements for its withdrawal. The UK government had recently indicated its intention to invoke Article 50 by the end of March 2017. On 24 January 2017, the Supreme Court handed down its judgment in *R (Miller) v Secretary of State for Exiting the European Union* (the “Brexit Judgment”). In summary, the Supreme Court held that, as a matter of UK constitutional law, the UK government does not have the power under the Crown’s prerogative to give the required notice for the UK to withdraw from the European Union without express authority from Parliament. Until the terms of the UK’s exit from the European Union are clearer, it is not possible to determine the impact that the Referendum, the UK’s departure from the European Union and/or any related matters may have on the business of the Issuer (including the performance of the Collateral Debt Obligations), the Collateral Manager, any one or more of the other parties to the Transaction Documents or any Obligor, or on the regulatory position of any such entity or of the transactions contemplated by the Transaction Documents under

European Union regulation or more generally. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market. There can also be no assurance that the terms of the UK's exit from the EU will include arrangements for the continuation of the existing passporting regime or mutual access rights to market infrastructure and recognition of insolvency, bank recovery and resolution regimes. Such uncertainty could adversely impact the Issuer and, in particular, the ability of third parties to provide services to the Issuer, and could be materially detrimental to holders of the Notes.

Applicability of EU law in the UK

It is at present unclear what type of relationship between the UK and the EU will be established, or at what date (whether by the time when, or after, the UK ceases to be a member of the EU), or what would be the content of such a relationship. It is possible that a new relationship would preserve the applicability of certain EU rules (or equivalent rules) in the UK. At this time it is not possible to state with any certainty to what extent that might be so.

Upon any withdrawal from the EU by the UK, and subject to agreement on (and the terms of) any future EU-UK relationship, EU laws (other than those EU laws transposed into English law (see below)) will cease to apply within the UK pursuant to the terms and timing of a future withdrawal agreement. This would be achieved by the UK ceasing to be party to the Treaty on European Union and the Treaty on the Functioning of the European Union, and by the parallel repeal of the European Communities Act 1972. The UK may therefore cease to be a member of the EU if a notice is served under Article 50 and a period of two years expires without (i) conclusion of a withdrawal agreement or (ii) the European Council agrees with the UK to extend such two year period. At this time it is not possible to state with any certainty what might be the terms and effective date of any withdrawal agreement or the date when such a two year period (or any extension thereof) would expire. Until such date, EU law will remain in force in the UK.

Upon any withdrawal from the EU by the UK, and subject to agreement on (and the terms of) any future UK-EU relationship, EU law will cease to apply in the UK. However, many EU laws have been transposed into English law and these transposed laws will continue to apply until such time that they are repealed, replaced or amended. Over the years, English law has been devised to function in conjunction with EU law (in particular, laws relating to financial markets, financial services, prudential and conduct regulation of financial institutions, financial collateral, settlement finality and market infrastructure). As a result, depending on the terms of the UK's exit from the EU, substantial amendments to English law may occur. Consequently, English law may change and it is impossible at this time to predict the consequences on the Portfolio or the Issuer's business, financial condition, results of operations or prospects. Such changes could be materially detrimental to Noteholders.

Regulatory Risk

Currently, under the EU single market directives, mutual access rights to markets and market infrastructure exist across the EU and the mutual recognition of insolvency, bank recovery and resolution regimes applies. In addition, regulated entities licensed or authorised in one EEA jurisdiction may operate on a cross-border basis in other EEA countries without the need for a separate licence or authorisation. There is uncertainty as to how, following a UK exit from the EU or the EEA (whatever the form thereof), the existing passporting regime will apply (if at all). Depending on the terms of the UK's exit and the terms of any replacement relationship, it is likely that, UK regulated entities may, on the UK's withdrawal from the EU, lose the right to passport their services to EEA countries, and EEA entities may lose the right to reciprocal passporting into the UK. Also, UK entities may no longer have access rights to market infrastructure across the EU and the recognition of insolvency, bank recovery and resolution regimes across the EU may no longer be mutual.

There can be no assurance that the terms of the UK's exit from the EU will include arrangements for the continuation of the existing passporting regime or mutual access rights to market infrastructure and recognition of insolvency, bank recovery and resolution regimes. Such uncertainty could adversely impact the Issuer and, in particular, the ability of third parties to provide services to the Issuer, and could be materially detrimental to Noteholders.

Regulatory Risk – UK manager/Retention Holder

In particular, if the UK were, as a consequence of leaving the EU, no longer within the scope of MiFID and a passporting regime or third country recognition of the UK is not in place, then (a) a UK manager such as the Collateral Manager may be unable to continue to provide collateral management services to the Issuer in reliance upon the passporting of relevant regulated services within the EU on a cross-border basis provided for under MiFID and (b) the Collateral Manager may not be able to continue to act as Retention Holder to the extent it was required to hold the retention solely as “sponsor” in accordance with the EU Retention Requirements (even if the Collateral Manager were to remain subject to UK financial services regulation) unless any EU Retention Cure Action intended to enable the Collateral Manager to qualify as the Retention Holder other than as a “sponsor” for purposes of the EU Retention Requirements has been taken in accordance with the terms of the Transaction Documents. See *“The EU Retention Requirements”* below. If the Retention Holder no longer qualifies as a “sponsor” and no EU Retention Cure Action is, or can be taken, the transaction may no longer comply with the EU Retention Requirements.

However, in Ireland under Regulation 8(1) of the European Communities (Markets in Financial Instruments) Regulations 2007, if the Collateral Manager’s head or registered office is in a state other than a member state of the European Union and if it has no branch in Ireland, it would not generally need to be an authorised investment firm in order to provide CLO services in Ireland to bodies corporate (such as the Issuer) and therefore the Collateral Manager should be able to continue to provide collateral management services to the Issuer.

Reforms to MiFID pursuant to Directive 2014/65/EU and Regulation 600/2014/EU (collectively referred to as “**MiFID II**”) providing (among other things) the ability for non-EU investment firms to provide collateral management services in the EU on a cross-border basis entered into force on 2 July 2014 and will apply from 3 January 2018. Transposition by Member States into domestic law of the MiFID II measures set out in Directive 2014/65/EU is required by 3 July 2017. So long as it forms part of Irish domestic law, a non-EU investment firm may continue to rely on the Irish “safe harbour” described above until such firm qualifies under the MiFID II measures to provide collateral management services in the EU on a cross-border basis.

In order to qualify to provide collateral management services in the EU on a cross-border basis, non-EU investment firms will be required (i) to be authorised in a third country to provide collateral management services which are regulated under MiFID II (A) in respect of which the Commission has adopted an equivalency decision and (B) where ESMA has established cooperation arrangements with the relevant competent authorities, and (ii) to be registered with ESMA to do so. It is not possible to guarantee or predict the timing of any Commission equivalency decision, cooperation arrangements or registration by ESMA.

However, MiFID II provides certain transitional measures so that third country investment firms may continue to provide collateral management services in the EU on a cross-border basis in accordance with the relevant national regimes (i) until the time of any Commission equivalency decision and (ii) following any Commission equivalency decision, for a maximum of three years.

Market Risk

Following the results of the Referendum, the financial markets have experienced volatility and disruption. This volatility and disruption may continue or increase, and investors should consider the effect thereof on the market for securities such as the Notes and on the ability of Obligor to meet their obligations under the Collateral Debt Obligations.

Investors should be aware that the result of the Referendum and any subsequent negotiations, notifications, withdrawal and changes to legislation may introduce potentially significant new uncertainties and instabilities in the financial markets. These uncertainties and instabilities could have an adverse impact on the business, financial condition, results of operations and prospects of the Issuer, the Obligor, the Portfolio, the Collateral Manager and the other parties to the transaction and could therefore also be materially detrimental to Noteholders.

Exposure to Counterparties

The Issuer will be exposed to a number of counterparties (including in relation to any Assignments, Participations and Hedge Transactions and also each of the Agents) throughout the life of the Notes. Investors should note that if the UK does leave the EU, such counterparties may be unable to perform their obligations due to changes in regulation, including the loss of, or changes to, existing regulatory rights to do cross-border business in the EU or the costs of such transactions with such counterparties may increase. In addition, counterparties may be adversely affected by rating actions or volatile and illiquid markets (including currency markets and bank funding markets) arising from the result of the Referendum, therefore increasing the risk that such counterparties may become unable to fulfil their obligations. Such inability could adversely impact the Issuer and could be materially detrimental to Noteholders. For further information on counterparties, see “Counterparty Risk” below.

Ratings actions

Following the result of the Referendum, S&P and Fitch have each downgraded the UK’s sovereign credit rating and each of S&P, Fitch and Moody’s has placed such rating on negative outlook, suggesting possible further negative rating action.

The credit rating of a country affects the ratings of entities operating in its territory, and in particular the ratings of financial institutions. Accordingly, the recent downgrades of the UK’s sovereign credit rating and any further downgrade action may trigger downgrades in respect of parties to the Transaction Documents. If a counterparty no longer satisfies the relevant Rating Requirement, the Transaction Documents may require that such counterparty be replaced with an entity that satisfies the relevant Rating Requirement. If rating downgrades are widespread, it may become difficult or impossible to replace counterparties with entities that satisfy the relevant Rating Requirement.

While the extent and impact of these issues are unknown, investors should be aware that they could have an adverse impact on the Issuer, its service providers, the payment of interest and repayment of principal on the Notes and therefore, the Noteholders. For further information, see “Counterparty Risk” below.

Currency exchange rates and exchange controls

Since the result of the Referendum there has been increased volatility in the currency exchange rates. Investors should note that all payments on the Notes will be denominated in Euros. Investors who are investing in the Notes, but who consider their investment profile and return in another currency may incur a number of risks including those relating to changes in exchange rates (which may be significant). An appreciation in the value of the investor’s currency relative to the Euro would result in a decrease of (1) the investor’s currency-equivalent yield on the Notes, (2) the investor’s currency-equivalent value of the principal payable on the Notes and (3) the investor’s currency-equivalent market value of the Notes. See also “*Currency Risk*” below.

Bribery and Similar Laws May Require Certain Actions or Disclosures

Many jurisdictions have adopted wide-ranging anti-money laundering, economic and trade sanctions, and anti-corruption and anti-bribery laws, and regulations (collectively, the “**AML Requirements**”). Any of the Issuer, the Placement Agent, the Collateral Manager, the Trustee or the Agents could be requested or required to obtain certain assurances from prospective investors intending to purchase Notes and to retain such information or to disclose information pertaining to them to governmental, regulatory or other authorities or to financial intermediaries or engage in due diligence or take other related actions in the future. It is expected that the Issuer, the Placement Agent, the Collateral Manager, the Agents and the Trustee will comply with AML Requirements to which they are or may become subject and to interpret such AML Requirements broadly in favour of disclosure. In addition, it is expected that each of the Issuer, the Placement Agent, the Collateral Manager, the Agents and the Trustee intends to comply with applicable anti-money laundering and anti-terrorism, economic and trade sanctions, and anti-corruption or anti-bribery laws, and regulations of the United States and other countries, and will disclose any information required or requested by authorities in connection therewith. A Noteholder may also be obliged to provide information they may have previously identified or regarded as confidential to satisfy the Issuer AML Requirements.

Third Party Litigation; Limited Funds Available

Investment activities such as the purchase, selling, holding and participation in voting or the restructuring of Collateral Debt Obligations may subject the Issuer to the risks of becoming involved in litigation by third parties. This risk may be greater where the Issuer exercises control or significant influence over a company's direction. The expense of defending claims against the Issuer by third parties (including bankruptcy or insolvency proceedings) and paying any amounts pursuant to settlements or judgments would, except in the unlikely event that that Issuer is indemnified for such amounts, be borne by the Issuer and would reduce the funds available for distribution and the Issuer's net assets. The funds available to the Issuer to pay certain fees and expenses of the Trustee, the Collateral Administrator and for payment of the Issuer's other accrued and unpaid Administrative Expenses are limited amounts available in accordance with the Priorities of Payments. If such funds are not sufficient to pay the expenses incurred by the Issuer, the ability of the Issuer to operate effectively may be impaired, and the Issuer may not be able to defend or prosecute legal proceedings that may be brought against it or that the Issuer might otherwise bring to protect its interests.

Preferred creditors under Irish law

Under Irish law, upon an insolvency of an Irish company such as the Issuer, when applying the proceeds of assets subject to fixed security that may have been realised in the course of a liquidation or receivership, the claims of a limited category of preferential creditors will take priority over the claims of creditors holding the relevant fixed security. These preferred claims include the remuneration, costs and expenses properly incurred by any examiner of the company (that may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) that have been approved by the Irish courts. See "*Examinership*" below.

The holder of a fixed security over the book debts of an Irish incorporated company (that would include the Issuer) may be required by the Irish Revenue Commissioners, by notice in writing from the Irish Revenue Commissioners, to pay to them sums equivalent to those that the holder received in payment of debts due to it by the company.

Where notice has been given to the Irish Revenue Commissioners of the creation of the security within 21 calendar days of its creation by the holder of the security, the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of VAT) arising after the issuance of the Irish Revenue Commissioners' notice to the holder of fixed security.

The Irish Revenue Commissioners may also attach any debt due to an Irish tax resident company by another person in order to discharge any liabilities of the company in respect of outstanding tax, whether the liabilities are due on its own account or as an agent or trustee. The scope of this right of the Irish Revenue Commissioners has not yet been considered by the Irish courts and it may override the rights of holders of security (whether fixed or floating) over the debt in question.

In relation to the disposal of assets of any Irish tax resident company that are subject to security, a person entitled to the benefit of the security may be liable for tax in relation to any capital gains made by the company on a disposal of those assets on exercise of the security.

The essence of a fixed charge is that the chargor does not have liberty to deal with the assets that are the subject matter of the security in the sense of disposing of such assets or expending or appropriating the moneys or claims constituting such assets and accordingly, if and to the extent that such liberty is given to the Issuer, any charge constituted by the Trust Deed may operate as a floating, rather than a fixed charge.

In particular, the Irish courts have held that in order to create a fixed charge on receivables, it is necessary to oblige the chargor to pay the proceeds of collection of the receivables into a designated bank account and to prohibit the chargor from withdrawing or otherwise dealing with the moneys standing to the credit of such account without the consent of the chargee.

Depending upon the level of control actually exercised by the chargor, there is therefore a possibility that the fixed security purported to be created by the Trust Deed would be regarded by the Irish courts as a floating charge.

Floating charges have certain weaknesses, including the following:

- (a) they have weak priority against purchasers (who are not on notice of any negative pledge contained in the floating charge) and the chargees of the assets concerned and against lien holders, execution creditors and creditors with rights of set-off;
- (b) as discussed above, they rank after certain preferential creditors, such as claims of employees and certain taxes on winding-up;
- (c) they rank after certain insolvency remuneration expenses and liabilities;
- (d) the examiner of a company has certain rights to deal with the property covered by the floating charge; and
- (e) they rank after fixed charges.

Examinership

Examinership is a court procedure available under the Irish Companies Act 2014 (as amended) to facilitate the survival of Irish companies in financial difficulties.

The Issuer, the directors, a contingent, prospective or actual creditor of the Issuer, or shareholders of the Issuer holding, at the date of presentation of the petition, not less than one-tenth of the voting share capital of the Issuer, are each entitled to petition the court for the appointment of an examiner. The examiner, once appointed, has the power to set aside contracts and arrangements entered into by the company after his appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to his appointment.

Furthermore, he may sell assets which are the subject of a fixed charge. However, if such power is exercised he must account to the holders of the fixed charge for the amount realised and discharge the amount due to them out of the proceeds of sale.

During the period of protection, the examiner will formulate proposals for a compromise or scheme of arrangement to assist the survival of the company or the whole or any part of its undertaking as a going concern. A scheme of arrangement may be approved by the Irish High Court or Circuit Court (as applicable) when at least one class of creditors has voted in favour of the proposals and the relevant Irish court is satisfied that such proposals are fair and equitable in relation to any class of members or creditors who have not accepted the proposals and whose interests would be impaired by the implementation of the scheme of arrangement.

In considering proposals by the examiner, it is likely that secured and unsecured creditors would form separate classes of creditors. In the case of the Issuer, if the Trustee represented the majority in number and value of claims within the secured creditor class, the Trustee would be in a position to reject any proposal not in favour of the Noteholders. The Trustee would also be entitled to argue at the relevant Irish court hearing at which the proposed scheme of arrangement is considered that the proposals are unfair and inequitable in relation to the Noteholders, especially if such proposals include a writing down of the value of amounts due by the Issuer to the Noteholders. The primary risks to the holders of Notes if an examiner were to be appointed in respect of the Issuer are as follows:

- (a) the potential for a scheme of arrangement to be approved involving the writing down of the debt owed by the Issuer to the Noteholders as secured by the Trust Deed;
- (b) the potential for the examiner to seek to set aside any negative pledge in the Notes prohibiting the creation of security or the incurring of borrowings by the Issuer to enable the examiner to borrow to fund the Issuer during the protection period; and
- (c) in the event that a scheme of arrangement is not approved and the Issuer subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of the Issuer and approved by the relevant Irish court) will take priority over the moneys and liabilities which from time to time are or may become due, owing or payable by the Issuer to each of the secured creditors under the Notes or under any other secured obligations.

Centre of Main Interests

The Issuer has its registered office in Ireland. As a result there is a rebuttable presumption that its centre of main interests (“**COMI**”) is in Ireland and consequently that any main insolvency proceedings applicable to it would be governed by Irish law. In the decision by the European Court of Justice (“**ECJ**”) in relation to Eurofood IFSC Limited, the ECJ restated the presumption in Council Regulation (EC) No. 1346/2000 of 29 May 2000 on Insolvency Proceedings, that the place of a company’s registered office is presumed to be the company’s COMI and stated that the presumption can only be rebutted if “factors which are both objective and ascertainable by third parties enable it to be established that an actual situation exists which is different from that which locating it at the registered office is deemed to reflect”. As the Issuer has its registered office in Ireland, has Irish directors, is registered for tax in Ireland and has an Irish corporate services provider, the Issuer does not believe that factors exist that would rebut this presumption, although this would ultimately be a matter for the relevant court to decide, based on the circumstances existing at the time when it was asked to make that decision. If the Issuer’s COMI is not located in Ireland, and is held to be in a different jurisdiction within the European Union, Irish insolvency proceedings would not be applicable to the Issuer.

Relating to Taxation

Financial Transaction Tax (“FTT”)

In February 2013 the European Commission published a proposal for a Council Directive implementing enhanced cooperation for a financial transaction tax (“**FTT**”) requested by Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the “**Participating Member States**”). However, on 16 March 2016, Estonia completed the formalities required to cease participation in the enhanced cooperation on FTT.

In its current form, the proposed FTT would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State, or the financial instrument in which the parties are dealing is issued in a Participating Member State. The FTT will apply to both transaction parties where one of these circumstances applies. The FTT may apply to dealings in the Collateral to the extent the Collateral constitutes financial instruments within its scope, such as bonds. In such circumstances, there will be no gross-up by any party to the transaction and amounts due to Noteholders may be adversely affected.

At this stage, it is too early to say whether the proposed FTT will be adopted and in what form. Certain aspects of the current proposal are controversial and, if the FTT is progressed, may be altered prior to implementation. While the proposal for a Council Directive in February 2013 identified the date of introduction of the FTT across the Participating Member States as being 1 January 2014, this anticipated introduction date has been extended on several occasions. The meeting of the European Union Economic and Financial Affairs Council on 7 November 2014 confirmed the aim among the Participating Member States of implementing the first phase of the FTT with effect from 1 January 2016. However, a publication by the Luxembourg Presidency of the Council of the European Union on 3 December 2015 setting out the ‘state of play’ in relation to the FTT indicated that a decision on the remaining open issues regarding the FTT would only be made at some point before the end of June 2016. A subsequent publication by the Netherlands Presidency of the Council of the European Union (the “**Netherlands Presidency**”) on 3 June 2016 updating the ‘state of play’ in relation to the FTT identified that debate remained ongoing between the Participating Member States regarding a number of key issues concerning the scope and application of the FTT.

On 10 October 2016, following a meeting of the Finance Ministers of the Participating Member States, it was reported that an agreement in principle had been reached on certain key aspects of the FTT and that the EU Commission had consequently been asked to prepare draft FTT legislation on the basis of that agreement. However, the details of the FTT remain to be agreed. Accordingly, the date of implementation of the FTT remains uncertain.

Additional Member States may also decide to participate in the FTT. Prospective holders of the Notes are advised to seek their own professional advice in relation to the FTT and its potential impact on their dealings in the Notes before investing.

Potential imposition of withholding taxes

At the time when they are acquired by the Issuer, the Eligibility Criteria require that payments in respect of the Collateral Debt Obligations will not be subject to withholding tax imposed by any jurisdiction (other than U.S. withholding tax on commitment fees, amendment fees, waiver fees, consent fees, letter of credit fees, extension fees, or other similar fees) unless either: (i) such withholding tax can be sheltered in full by application being made under an applicable double tax treaty or otherwise; or (ii) the Obligor is required to make “gross up” payments to the Issuer that cover the full amount of any such withholding on an after-tax basis (and in the case of Participations, neither payments to the Selling Institution nor payments to the Issuer will be subject to withholding tax imposed by any jurisdiction unless the Obligor is required to make “gross-up” payments that compensate the Issuer directly or indirectly in full for any such withholding on an after-tax basis). However, there can be no assurance that, as a result of any change in market practice, any applicable law, rule or regulation or interpretation thereof, the payments on the Collateral Debt Obligations (including payments by Selling Institutions in the case of Participations) will not in the future become subject to withholding tax or increased withholding rates in respect of which the relevant Obligor (or, in the case of Participations, the Selling Institution) is not obliged to make “gross up” payments to the Issuer. In such circumstances, the Issuer may be able, but will not be obliged, to take advantage of (a) a double taxation treaty between Ireland and the jurisdiction from which the relevant payment is made, (b) the current applicable law in the jurisdiction of the Obligor, or (c) the fact that the Issuer has taken a Participation in such Collateral Debt Obligations from a Selling Institution which is able to pay interest payable under such Participation gross without withholding or deduction of tax. If the Issuer receives any interest payments on any Collateral Debt Obligation (or any Restructured Obligation in the case of the Collateral Quality Tests) net of any applicable withholding tax, the Coverage Tests and (in the case of Restructured Obligations), Collateral Quality Tests will be determined by reference to such net receipts. Such tax (if no corresponding gross up payment is received) would also reduce the amounts available to make payments on the Notes. There can be no assurance that remaining payments on the Collateral Debt Obligations would be sufficient to make timely payments of interest and principal on the Notes of each Class and the other amounts payable in respect of the Notes on the Stated Maturity Date. If interest payments in respect of Collateral Debt Obligations to the Issuer become subject to withholding tax, this may also trigger a Collateral Tax Event and result in an optional redemption of the Notes in accordance with Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*).

U.S. tax risks

The Issuer could be subject to material net income tax in certain circumstances

The Issuer expects to conduct its affairs so that it will not be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. As a consequence, the Issuer expects that its net income will not become subject to U.S. federal income tax. There can be no assurance, however, that the Issuer’s net income will not become subject to U.S. federal income tax as a result of unanticipated activities, changes in law, contrary conclusions by the Internal Revenue Service or U.S. courts or other causes. If the Issuer were determined to be engaged in a trade or business within the United States for U.S. federal income tax purposes, its income effectively connected with its trade or business (computed possibly without any allowance for deductions) would be subject to U.S. federal income tax at the usual corporate rate, and possibly to a branch profits tax of 30 per cent. as well. The imposition of such taxes would materially affect the Issuer’s financial ability to make payments on the Notes.

FATCA

Under FATCA, the Issuer may be subject to a 30 per cent. withholding tax on certain income, and on the gross proceeds from the sale, maturity, or other disposition of certain of its assets. Under the Ireland IGA, the Issuer will not be subject to withholding under FATCA if it complies with Irish legislation that requires the Issuer to provide the name, address, and taxpayer identification number of, and certain other information with respect to, certain holders of Notes to the Irish Revenue Commissioners, which will then provide this information to the Internal

Revenue Service. The Issuer expects to comply with the intergovernmental agreement and any applicable implementing legislation; however, there can be no assurance that the Issuer will be able to do so. Moreover, FATCA could be amended to require the Issuer to withhold on “passthru” payments to holders that fail to provide certain information to the Issuer or certain “foreign financial institutions” that do not comply with FATCA.

If a Noteholder fails to provide the Issuer or its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to achieve or maintain Tax Account Reporting Rules Compliance and to prevent the imposition of U.S. federal withholding tax under FATCA on payments to or for the benefit of the Issuer, or if the Noteholder’s ownership of any Notes would otherwise cause the Issuer to be subject to tax under Tax Account Reporting Rules, the Issuer is authorised to withhold amounts, if any, otherwise distributable to the Noteholder, to compel the Noteholder to sell its Notes, and, if the Noteholder does not sell its Notes within 10 Business Days after notice from the Issuer, to sell the Noteholder’s Notes on behalf of the Noteholder.

Possible treatment of the Rated Notes as equity in the Issuer for U.S. federal income tax purposes

The Issuer agrees, and, by its acceptance of a Rated Note, each holder will be deemed to have agreed, to treat the Rated Notes as debt of the Issuer for U.S. federal income tax purposes, except as otherwise required by applicable law (as described in “*Tax Considerations – United States Taxation*”), provided that this shall not limit a holder of Class E Notes or Class F Notes from making a protective qualified electing fund election. The determination of whether a Note will be treated as debt for U.S. federal income tax purposes generally is based on the facts and circumstances existing at the time the Note is issued. Prospective investors should be aware that the classification of an instrument as debt or equity is highly factual, and there can be no assurance that the Internal Revenue Service will not seek to characterise as something other than indebtedness any particular Class or Classes of the Rated Notes.

Withholding tax on the Notes

So long as the Notes remain listed on the Main Securities Market of the Irish Stock Exchange or another recognised stock exchange for the purposes of Section 64 of the Taxes Consolidation Act 1997 (“TCA”) and the Notes which are held in a “recognised clearing system” for the purposes of Section 64 or interest on the Notes is paid by a paying agent that is not in Ireland, no withholding tax under current law is expected to be imposed in Ireland on payments of interest or principal on the Notes.

Although no withholding tax is currently imposed on payments of interest or principal on the Notes, there can be no assurance that the law will not change and pursuant to Condition 9 (*Taxation*) the Issuer shall withhold or deduct from any such payments any amounts on account of tax where so required by law (including FATCA) or any relevant taxing authority. The Issuer is not required to make any “gross up” payments in respect of any withholding tax applied in respect of the Notes.

If a Note Tax Event occurs pursuant to which any payment on the Notes of any Class becomes properly subject to any withholding tax or deduction on account of tax, the Notes may be redeemed in whole but not in part at the direction of the holders of the Subordinated Notes or the Controlling Class in each case, acting by way of Extraordinary Resolution, subject to certain conditions including a threshold test pursuant to which determination is made as to whether the anticipated proceeds of liquidation of the security over the Collateral would be sufficient to pay all amounts due and payable on the Rated Notes in such circumstances and in accordance with the Priorities of Payment.

Changes to Section 110 of the Taxes Consolidation Act, 1997

There may be restrictions on the deductibility of interest or funding expenses paid by a qualifying company within the meaning of Section 110 of the Irish Taxes Consolidation Act, 1997, as amended (“TCA”) (such as the Issuer) where that company holds or manages certain loans, securities or other interests which derive their value from Irish land. These rules apply to qualifying companies from 6 September 2016.

Further detail on these provisions is set out in “*Tax Considerations*” below. If the Issuer holds or manages any of the relevant assets and is not able to benefit from any of the exceptions contained in the legislation, additional Irish tax may be payable by the Issuer.

UK taxation treatment of the Issuer

In the context of the activities to be carried on or under the Transaction Documents, the Issuer will be subject to UK corporation tax if it is (i) tax resident in the UK or (ii) carries on a trade in the UK through a permanent establishment.

The Issuer will not be treated as being tax resident in the UK provided that the central management and control of the Issuer is not in the UK. The Directors intend to conduct the affairs of the Issuer in such a manner so that it does not become resident in the UK for taxation purposes.

The Issuer would generally be regarded as having a permanent establishment in the UK if it has a fixed place of business in the UK through which its business is wholly or partially carried on or it has an agent in the UK who has and habitually exercises authority in the UK to do business on the Issuer’s behalf. The Issuer does not intend to have a place of business in the UK. The Collateral Manager will, however, have and is expected to exercise authority to do business on behalf of the Issuer.

The Issuer should not be subject to UK corporation tax in consequence of the activities which the Collateral Manager carries out on its behalf provided that the Issuer’s activities are regarded as investment activities rather than trading activities.

The Issuer will not be subject to UK corporation tax in respect of the agency of the Collateral Manager if the agency is deemed not to be a permanent establishment in the UK under Article 5(6) of the UK-Ireland double-tax treaty (“**UK-Ireland Treaty**”) (however see the section “*Action Plan on Base Erosion and Profit Shifting*” below). This exemption will apply if the Collateral Manager, in the performance of its duties pursuant to the Collateral Management Agreement, is regarded as an independent agent acting in the ordinary course of its business for the purpose of the UK-Ireland Treaty.

Should the Collateral Manager be assessed to UK tax on behalf of the Issuer, it may have the benefit of an indemnity from the Issuer. Any payment to be made by the Issuer under this indemnity will be paid as Administrative Expenses of the Issuer. Administrative Expenses are payable by the Issuer on any Payment Date under paragraphs (C) and (AA) of the Interest Priority of Payments, paragraphs (A) and (R) of the Principal Priority of Payments or paragraphs (C) and (Y) of the Post-Acceleration Priority of Payments, as applicable. It should be noted that UK tax legislation makes it possible for H.M. Revenue & Customs to seek to assess the Issuer to UK tax directly rather than through the Collateral Manager as its UK representative. Should the Issuer be assessed on this basis, the Issuer will be liable to pay UK tax on its UK taxable profit attributable to its UK activities. The Issuer would also be liable to pay UK tax on its UK taxable profits if it were treated as being tax resident in the UK. Imposition of such tax by the UK tax authorities may also give rise to a Note Tax Event and an Optional Redemption subject to and in accordance with the Conditions.

Action Plan on Base Erosion and Profit Shifting

At a meeting in Paris on 29 May 2013, the Organisation for Economic Co-operation and Development (“OECD”) Council at Ministerial Level adopted a declaration on base erosion and profit shifting urging the OECD’s Committee on Fiscal Affairs to develop an action plan to address base erosion and profit shifting in a comprehensive manner. In July 2013, the OECD launched an Action Plan on Base Erosion and Profit Shifting (“BEPS”), identifying fifteen specific actions to achieve this. Subsequently, the OECD published discussion papers and held public consultations in relation to those actions, also publishing interim reports, analyses and sets of recommendations in September 2014 for seven of the actions. On 5 October 2015, the OECD published final reports, analyses and sets of recommendations for all of the fifteen actions it identified as part of its Action Plan, which G20 finance ministers then endorsed during a meeting on 8 October 2015 in Lima, Peru (the “Final Report”). The Final Report was endorsed by G20 Leaders during their annual summit on 15-16 November 2015 in Antalya, Turkey.

Action 4

In the Final Report relating to Action 4, the OECD recommends as a best practice that countries introduce a general limitation on tax deductions for net interest and economically equivalent payments under which, broadly speaking, a company would be denied those deductions to the extent they exceeded a particular percentage of the company's EBITDA ranging from 10 to 30 per cent.

The OECD recommends that, as a minimum, countries would apply this restriction to companies that form part of domestic and multinational groups only, or to companies that form part of multinational groups. However, the OECD acknowledges that countries may also apply such restriction more broadly to include companies in a domestic group and standalone companies which are not part of a domestic group.

However, the restriction recommended would only apply to tax deductions for "net interest" and economically equivalent payments. As a result, since the Issuer will generally fund interest payments it makes under the Notes from interest payments to which it is entitled under Collateral Debt Obligations (that is, such that Issuer pays limited or no net interest), the restriction may be of limited relevance to the Issuer even if Ireland chose to apply such a restriction to companies such as the Issuer.

Action 6

The focus of one of the actions (Action 6) is the prevention of treaty abuse by developing model treaty provisions to prevent the granting of treaty benefits in inappropriate circumstances. The Final Report recommends, as a minimum, that countries should include in their tax treaties: (i) an express statement that the common intention of each contracting state which is party to such treaties is to eliminate double taxation without creating opportunities for non-taxation or reduced taxation through tax evasion or avoidance; and one, or both, of (ii) a "limitation-on-benefits" ("**LOB**") rule; and (iii) a "principal purposes test" ("**PPT**") rule.

The PPT rule could deny a treaty benefit (such as a reduced rate of withholding tax) if it is reasonable to conclude, having regard to all facts and circumstances, that obtaining that benefit was one of the principal purposes of any arrangement or transaction that resulted directly or indirectly in that benefit, unless it is established that granting that benefit in those circumstances would be in accordance with the object and purpose of the relevant provisions of the treaty. It is unclear how a PPT, if adopted, would be applied by the tax authorities of those jurisdictions from which payments are made to the Issuer.

In contrast, the LOB rule has a more objective focus. More particularly, the OECD has included both a detailed and simplified version of the LOB rule in its Final Report relating to Action 6, albeit recommending in the related commentary to the LOB rule that the simplified version of the LOB rule should be included in a double tax treaty in combination with a PPT rule. The more detailed version of the LOB provision would limit the benefits of treaties, in the case of companies and in broad terms, to: (i) certain publicly listed companies and their affiliates; (ii) certain not-for-profit organisations and companies which carry on a pensions business; (iii) companies owned by a majority of persons who would be eligible for treaty benefits provided that the majority of the company's gross income is not paid to a third country in a tax deductible form; (iv) companies engaged in the active conduct of a trade or business (other than of making or managing investments); (v) companies which were not established in a particular jurisdiction with a principal purpose of obtaining treaty benefits; and (vi) certain collective investment vehicles ("**CIVs**"). The simplified version of the LOB provision would limit these benefits to companies in similar but, generally speaking, less prescriptive circumstances. The ability to claim treaty benefits under (v) above, however, would be included in both versions, albeit that it would require a company to apply to the tax authorities of the other contracting state for the granting of that benefit.

Whilst the Final Report makes provision for the inclusion of a CIV as a "qualified person" for the purposes of the LOB rule, the Final Report does not include specific provision for non-CIVs, such as the Issuer. In the Final Report, the OECD acknowledges the economic importance of non-CIV funds and the need to grant such vehicles treaty benefits where appropriate. Further work on the treaty benefits to be afforded to non-CIV funds continued to be undertaken, including the publication on 24 March 2016 by OECD of a public discussion draft document on the

entitlement of non-CIV funds to treaty benefits and the publication on 6 January 2017 of a further discussion draft on non-CIV examples.

The Multilateral Instrument (see further below) presents the PPT rule as the default option for countries wishing to modify their tax treaties to comply with the minimum standard of Action 6, while also permitting countries to supplement the PPT rule by choosing to apply a simplified LOB rule. The Multilateral Instrument does not include a detailed LOB rule but rather allows relevant countries who wish to incorporate a detailed LOB rule to opt out of the PPT rule and instead agree to endeavour to reach a bilateral agreement on such a detailed LOB rule. The Multilateral Instrument does not, however, address non-CIV funds and their access to treaty benefits in the context of a LOB rule.

Action 7

The focus of another action point (Action 7) was to develop changes to the treaty definition of a permanent establishment and the scope of the exemption for an “agent of independent status” to prevent the artificial avoidance of having a permanent establishment in a particular jurisdiction. The Final Report on Action 7 sets out the changes that will be made to the definition of a “permanent establishment” in Article 5 of the OECD Model Convention and the OECD Model Commentary. Among other recommendations, the Final Report on Action 7 recommended two specific changes to the OECD Model Convention: (i) the expansion of the circumstances in which a “permanent establishment” is created to include the negotiation of contracts where certain conditions are satisfied; and (ii) narrowing the exemption for agents of independent status where contracts are concluded by an “independent agent” and that agent is connected to the foreign enterprise on behalf of which it is acting.

As noted above, whether the Issuer will be subject to UK corporation tax may depend on, among other things, whether the Collateral Manager is regarded as an agent of independent status acting in the ordinary course of its business for the purpose of Article 5(6) of the UK/Ireland double tax treaty. As at the date of this Offering Circular, it is expected that, taking into account the nature of the Collateral Manager’s business and the terms of its appointment and its role under the Collateral Management Agreement, the Collateral Manager will be regarded as an agent of independent status, acting in the ordinary course of its business, or be able to rely on the UK’s investment manager exemption for these purposes. However, it is not clear what impact the Final Report relating to Action 7 will have on the UK/Ireland double tax treaty and the above analysis, principally because it is not clear to what extent (and on what timeframe) particular jurisdictions (such as the UK and Ireland) will decide to adopt any of the Final Report’s recommendations. The recommendations of the Final Report on Action 7 described above do not represent a BEPS “minimum standard” and, accordingly, even where countries do sign the Multilateral Instrument (see further below), they will not be required, but may opt, to amend their existing tax treaties to include the recommendations of the Final Report.

Implementation of the recommendations in the Final Report

The OECD Action Plan noted the need for a swift implementation of any measures which are finally decided upon and suggested that Actions 6 and 7, among others, could be implemented by way of multilateral instrument, rather than by way of negotiation and amendment of individual tax treaties. Subsequently, therefore, on 24 November 2016, the OECD published the text and explanatory statement of the “Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting”, developed by an ad hoc group of 99 countries which included Ireland and the UK (the “**Multilateral Instrument**”). The Multilateral Instrument is to be applied alongside existing tax treaties (rather than amending them directly), modifying the application of those existing treaties in order to implement BEPS measures. The accompanying press release stated that a first “high-level” signing ceremony for the Multilateral Instrument will take place in the week beginning 5 June 2017.

Accordingly, at least some of the recommendations of the Final Reports on Actions 6 and 7 may be applied to existing tax treaties in a relatively short time. However, the Multilateral Instrument generally allows participating countries to opt in or out of various measures which are not a BEPS “minimum standard”. It remains to be seen, therefore, precisely which options participating countries will choose and, as the Final Report on Action 6 observed, there are various reasons why countries may not implement the proposed amendments in an identical manner and/or to the same extent.

In particular, it remains to be seen what specific changes will be made to the UK/Ireland double tax treaty and any other double tax treaty on which the Issuer may rely (for example, in receiving interest from an overseas borrower at a potentially reduced rate of withholding tax under an applicable double tax treaty). A change in the application or interpretation of these double tax treaties (as a result of the adoption of the recommendations of the Final Report by way of the Multilateral Instrument or otherwise) might result in the Issuer being treated as having a taxable permanent establishment outside of Ireland, in denying the Issuer the benefit of Ireland's network of double tax treaties or in other tax consequences for the Issuer. In each case, this could have a material adverse effect on the Issuer's business, tax and financial position.

EU Anti-Tax Avoidance Directive

As part of its anti-tax avoidance package the EU Commission published a draft Anti-Tax Avoidance Directive on 28 January 2016, which was formally adopted by the EC Council on 12 July 2016 in Council Directive (EU) 2016/1164 (the “**Anti-Tax Avoidance Directive**”). The Anti-Tax Avoidance Directive must be implemented by each Member State by 2019, subject to derogations for Member States which have equivalent measures in their domestic law. Amongst the measures contained in the Anti-Tax Avoidance Directive is an interest deductibility limitation rule similar to the recommendation contained in the BEPS Action 4 proposals. The Anti-Tax Avoidance Directive provides that interest costs in excess of the higher of (a) EUR 3,000,000 or (b) 30% of an entity's earnings before interest, tax, depreciation and amortisation will not be deductible in the year in which they are incurred but would remain available for carry forward. However, the restriction on interest deductibility would only be in respect of the amount by which the borrowing costs exceed “interest revenues and other equivalent taxable revenues from financial assets”. Accordingly, as the Issuer will generally fund interest payments it makes under the Notes from interest payments to which it is entitled under Collateral Debt Obligations (that is such that the Issuer pays limited or no net interest), the restriction may be of limited relevance to the Issuer even if the Anti-Tax Avoidance Directive were implemented as originally published. There is also a carve out in the Anti-Tax Avoidance Directive for financial undertakings, although as currently drafted the Issuer would not be treated as a financial undertaking.

Taxation Implications of Contributions

A Subordinated Noteholder may, in certain circumstances, provide the Issuer with cash by way of a Contribution in accordance with Condition 2(k) (*Contributions*). Subordinated Noteholders may become subject to taxation in relation to the making of a Contribution. Subordinated Noteholders are responsible for any and all taxation liabilities that may be applicable in such circumstances. Subordinated Noteholders should consult their own tax advisers as to the tax treatment to them of making a Contribution in accordance with Condition 2(k) (*Contributions*).

Diverted Profits Tax

The Finance Act 2015 introduced a new tax in the United Kingdom to be called the “diverted profits tax” and charged at 25 per cent. of any “taxable diverted profits”. The tax has effect from 1 April 2015 and may apply in circumstances including where arrangements are designed to ensure that a non-UK resident company does not carry on a trade in the United Kingdom through a permanent establishment, the non-resident company supplies goods, services or other property in the course of that non-resident company's trade and it is reasonable to assume that arrangements are in place the main purpose or one of the main purposes of which is to avoid United Kingdom corporation tax.

The basis upon which HM Revenue & Customs will apply the diverted profits tax in practice remains uncertain although it should be noted that there are specific exemptions for United Kingdom investment managers who enter into transactions on behalf of certain overseas persons and in respect of which the Collateral Manager Exemption would apply and a general exemption where the activities of the non-UK resident company in the United Kingdom are carried out by an agent of independent status which is not connected to such non-UK resident company.

The Common Reporting Standard

The common reporting standard framework was first released by the OECD in February 2014 as a result of the G20 members endorsing a global model of automatic exchange of information in order to increase international tax transparency. On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the Common Reporting Standard (the “CRS”). The goal of the CRS is to provide for the annual automatic exchange between governments of financial account information reported to them by local reporting financial institutions (as defined) (“FIs”) relating to account holders who are tax resident in other participating jurisdictions.

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation (“DAC II”) implements the CRS in a European context and creates a mandatory obligation for all EU Member States to exchange financial account information in respect of residents in other EU Member States on an annual basis commencing in 2017 in respect of the 2016 calendar year (or from 2018 in the case of Austria).

Ireland is a signatory jurisdiction to a Multilateral Competent Authority Agreement on the automatic exchange of financial account information in respect of the CRS while the Finance Act 2014 of Ireland and the Finance Act 2015 of Ireland contain measures necessary to implement the CRS internationally and across the European Union, respectively. The Returns of Certain Information by Reporting Financial Institutions Regulations 2015 of Ireland (the “Regulations”) giving effect to the CRS from 1 January 2016 came into operation on 31 December 2015.

For the purposes of complying with its obligations under CRS and DAC II, an Irish FI (such as the Issuer) shall be entitled to require Noteholders to provide any information regarding their and, in certain circumstances, their controlling persons’ tax status, identity or residence in order to satisfy any reporting requirements which the Issuer may have as a result of CRS and DAC II and Noteholders will be deemed, by their holding to have authorised the automatic disclosure of such information by the Issuer (or any nominated service provider) or any other person to the Irish Revenue Commissioners. The information will be provided to the Irish Revenue Commissioners who will exchange the information with the tax authorities of other participating jurisdictions, as applicable. Failure by an Irish FI to comply with its CRS and DAC II obligations may result in the Issuer being deemed to be non-compliant in respect of its CRS obligations and monetary penalties may be imposed on a non-compliant FI under Irish legislation.

The Issuer (or any nominated service provider) will agree that information (including the identity of any Noteholder) supplied for the purposes of CRS and DAC II compliance is intended for the Issuer’s (or any nominated service provider’s) use for the purposes of satisfying CRS and DAC II requirements and the Issuer (or any nominated service provider) will agree, to the extent permitted by applicable law, that it will take reasonable steps to treat such information in a confidential manner, except that the Issuer may disclose such information (i) to its officers, directors, agents and advisors, (ii) to the extent reasonably necessary or advisable in connection with tax matters, including achieving CRS and DAC II compliance, (iii) to any person with the consent of the applicable Noteholder, or (iv) as otherwise required by law or court order or on the advice of its advisors. Further information in relation to CRS can be found on the Automatic Exchange of Information webpage on www.revenue.ie.

Irish Value Added Tax Treatment of the Collateral Management Fees

The Issuer has been advised that under current Irish law, the Collateral Management Fees should be exempt from VAT in Ireland. This is on the basis that they should be treated as consideration paid for collective portfolio management services provided to a “qualifying company” for the purposes of section 110 of the TCA.

This exemption is based upon Article 135(1)(g) of Council Directive 2006/112/EC on the Common System of Value Added Tax (the “**Directive**”), which provides that Member States shall exempt the management of “special investment funds” as defined by Member States.

On 9 December 2015, the ECJ handed down its judgment in the case of *Staatssecretaris van Financiën v Fiscale Eenheid X NV* *cs* Case C-595/13 which concerned whether a Dutch real estate fund qualified as a “special investment fund” under the Directive. The Court decided that the power accorded to Member States to define the meaning of “special investment funds” must be exercised consistently with the objectives pursued by the Directive

and with the principle of “fiscal neutrality”, and accordingly that the following are “special investment funds”: (i) funds which constitute undertakings for collective investment in transferable securities within the meaning of the UCITS Directive and (ii) funds which, without being collective investment undertakings within the meaning of that Directive, display features that are sufficiently comparable for them to be in competition with such undertakings - in particular that they are subject to specific State supervision under national law (as opposed to under the UCITS Directive). The Court did not answer the question of whether the fund the subject of its decision constituted a “special investment fund”, including the question of whether the fund was subject to “specific State supervision”, leaving this to the national court to determine.

There is doubt as to whether the Issuer would qualify as a “special investment fund” under Article 135(1)(g) of the Directive, based on this Court Decision, if a court were to be called upon to consider such a question. The Value-Added Tax Consolidation Act 2010 of Ireland, in the provisions implementing Article 135(1)(g) of the Directive, specifically lists, in the categories of undertakings to whom supplies of management services are exempt from VAT, undertakings which are “qualifying companies” for the purposes of section 110 of the TCA. The Issuer has been advised that it will be such a “qualifying company” based on satisfying certain conditions, therefore qualifying management services supplied to it should be exempt from VAT in Ireland under current law. The VAT treatment of the Issuer should only be different if there were a change in Irish domestic law whether made either unilaterally by Ireland, or following action taken at EU level. The Issuer is not aware of any proposal for either of those to occur.

If Irish VAT were imposed on the Collateral Management Fees, the amount of tax due would likely be significant, but this will not constitute a Note Tax Event in accordance with the Conditions.

Regulatory Initiatives

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of banks, financial institutions, “shadow banking entities” and the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold or trade asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Placement Agent, the Collateral Manager, the Trustee nor any of their respective affiliates makes any representation to any prospective investor or purchaser of the Notes regarding the impact of such regulation on investors or the regulatory capital treatment of their investment in the Notes on the Issue Date or at any time in the future.

This uncertainty is further compounded by the numerous regulatory efforts underway in Europe, the U.S. and globally. Certain of these efforts overlap. In addition, even where these regulatory efforts overlap, they generally have not been undertaken on a coordinated basis.

Basel III

The Basel Committee on Banking Supervision (“**BCBS**”) has approved significant changes to the Basel regulatory capital and liquidity framework (such changes being commonly referred to as “**Basel III**”) and has proposed certain revisions to the securitisation framework. Basel III provides for a substantial strengthening of existing prudential rules, including new requirements intended to reinforce capital standards (with heightened requirements for global systemically important banks) and to establish a leverage ratio “backstop” for financial institutions and certain minimum liquidity standards (referred to as the Liquidity Coverage Ratio (“**LCR**”) and the Net Stable Funding Ratio (“**NSFR**”). BCBS member countries agreed to implement Basel III from 1 January 2013, subject to transitional and phase-in arrangements for certain requirements (for example, the LCR requirements referred to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements referred to implementation from January 2018). As implementation of any changes to the Basel framework (including those made via Basel III) requires legislation in each jurisdiction, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities (for example, as LCR eligible assets or not), may be subject to some level of variation between jurisdictions. It should also be noted that

changes to regulatory capital requirements have been introduced for insurance and reinsurance undertakings through jurisdiction specific initiatives, such as the Solvency II framework in the European Union.

Prospective investors should therefore make themselves aware of the changes and requirements described above (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other applicable regulatory requirements with respect to their investment in the Notes. The matters described above and any other changes to the regulation or regulatory treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, have a negative impact on the price and liquidity of the Notes in the secondary market.

Risk Retention and Due Diligence

EU Risk Retention and Due Diligence Requirements

Investors should be aware and in some cases are required to be aware of the risk retention and due diligence requirements in Europe (the “**EU Risk Retention and Due Diligence Requirements**”) which currently apply, or are expected to apply in the future, in respect of various types of EU regulated investors including institutions for occupational retirement, credit institutions, authorised alternative investment fund managers, investment firms, insurance and reinsurance undertakings and UCITS funds. Amongst other things, such requirements restrict an investor who is subject to the EU Risk Retention and Due Diligence Requirements from investing in securitisations unless: (i) the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed that it will retain, on an on-going basis, a net economic interest of not less than five per cent. in respect of certain specified credit risk tranches or securitised exposures; and (ii) such investor is able to demonstrate that they have undertaken certain due diligence in respect of various matters including but not limited to its note position, the underlying assets and (in the case of certain types of investors) the relevant sponsor or originator. Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge on the Notes acquired by the relevant investor.

Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear. Though some aspects of the detail and effect of all of these requirements remain unclear, these requirements and any other changes to the regulation or regulatory treatment of securitisations or of the Notes for investors may negatively impact the regulatory position of individual holders. In addition, such regulations could have a negative impact on the price and liquidity of the Notes in the secondary market.

Each investor should consult with its own legal, accounting, regulatory and other advisors and/or its regulator before committing to acquire any Notes to determine whether, and to what extent, the information set out in this Offering Circular and in any investor report provided in relation to the transaction is sufficient for the purpose of satisfying such requirements. Investors are required to independently assess and determine the sufficiency of such information. None of the Issuer, the Collateral Manager, the Placement Agent, the Trustee, the Collateral Administrator, the Retention Holder, their respective Affiliates or any other Person makes any representation, warranty or guarantee that any such information is sufficient for such purposes or any other purpose or that the structure of the Notes and the transactions described herein are compliant with the EU Risk Retention and Due Diligence Requirements or any other applicable legal regulatory or other requirements and no such person shall have any liability to any prospective investor or any other person with respect to any deficiency in such information or any failure of the transactions contemplated hereby to comply with or otherwise satisfy such requirements. If a regulator determines that the transaction did not comply or is no longer in compliance with the EU Risk Retention and Due Diligence Requirements or any applicable legal, regulatory or other requirement, then investors may be required by their regulator to set aside additional capital against their investment in the Notes or take other remedial measures in respect of their investment in the Notes. In addition, such regulations could have a negative impact on the price and liquidity of the Notes in the secondary market.

Investors should note that the EBA published a report on 22 December 2014 (the “**EBA Report**”). In the EBA Report, the EBA suggested, amongst other things, that the definition of “Originator” should be narrowed in order to avoid potential abuses. In this regard, see the “*Retention Requirements – EU Retention*” section of this Offering

Circular, which sets out the Retention Holder's intention to fulfil such requirements as a 'sponsor' rather than as an 'originator'. On 30 September 2015, the European Commission published a proposal to amend the CRR (the "**Draft CRR Amendment Regulation**") and a proposed regulation relating to a European framework for simple, transparent and standardised securitisation (such proposed regulation, including any implementing regulation, technical standards and official guidelines related thereto, the "Securitisation Framework" and, together with the Draft CRR Amendment Regulation, the "**Securitisation Regulation**") which would, amongst other things, re-cast the EU risk retention rules as part of wider changes to establish a "Capital Markets Union" in Europe. The Presidency of the Council of Ministers of the European Union has also published compromise proposals concerning the Securitisation Regulation. It is not clear whether, and in what form the legislative proposals (and any corresponding technical standards) will be adopted and when any such adoption will occur. It is unclear at this time when the Securitisation Regulation will become effective. Investors should be aware that there are material differences between the current EU Risk Retention and Due Diligence Requirements and the Securitisation Regulation. The Securitisation Regulation may also enter into force in a form that differs from the published proposals and drafts. If any changes to the Conditions or the Transaction Documents are required as a result of the implementation of the Securitisation Regulation, the Issuer shall be required to bear the costs of making such changes.

There can therefore be no assurances as to whether the transactions described herein or any potential Refinancing will be affected by a change in law or regulation relating to the EU Risk Retention and Due Diligence Requirements (including the Securitisation Regulation), including as a result of any changes recommended in future reports or reviews. Investors should therefore make themselves aware of the EU Risk Retention and Due Diligence Requirements, the proposed Securitisation Regulation (and any corresponding implementing rules of their regulator), in addition to any other regulatory requirements that are (or may become) applicable to them and/or with respect to their investment in the Notes.

With respect to the commitment of the Retention Holder to retain a material net economic interest in the securitisation, please see the statements set out in "*The EU Retention Requirements*" below. In particular, investors should note that the Retention Holder initially intends to retain such material economic interest as "sponsor" pursuant to the EU Retention Requirements. However, if the UK were, as a consequence of leaving the EU, no longer within the scope of MiFID and a passporting regime or third country recognition of the UK is not in place, then, unless the Collateral Manager elects to take any EU Retention Cure Action in accordance with the terms of the Transaction Documents, it may not be able to continue to act as Retention Holder. As detailed in "*The EU Retention Requirements*" below, the Collateral Manager may in its sole discretion, having determined that an EU Retention Compliance Event has occurred (or is, with the passage of time, reasonably likely to occur), take such action as it may deem to be reasonably necessary or appropriate (in light of the facts and circumstances existing at the time) with the intention of complying with, or preserving compliance with, the EU Retention Requirements, (such action, an "**EU Retention Cure Action**") subject to: (i) internal approval of such EU Retention Cure Action in accordance with the Collateral Manager's usual policies and procedures and (ii) receipt of legal advice from Cadwalader, Wickersham & Taft LLP, Milbank, Tweed, Hadley & McCloy LLP or other reputable legal counsel as selected in the Collateral Manager's sole discretion that such EU Retention Cure Action is consistent with the EU Retention Requirements. The Collateral Manager will not have any obligation to consider or take any EU Retention Cure Action and, if the Collateral Manager determines not to take any EU Retention Cure Action, it may no longer be eligible to act as the Retention Holder pursuant to the EU Retention Requirements.

U.S. Risk Retention Requirements

Pursuant to the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act (the "**U.S. Risk Retention Rules**"), the "sponsor" of a "securitization transaction" (or "majority-owned affiliate" of the "sponsor") is required, unless an exemption exists, to retain not less than 5% of the credit risk of the "securitized assets" by retaining an "eligible vertical interest" or an "eligible horizontal residual interest" (as such terms are defined in the U.S. Risk Retention Rules), or any combination thereof, and prohibit the "sponsor" or the "majority-owned affiliate", as applicable, from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that it is required to retain.

The Retention Holder is expected to be the “sponsor” for purposes of the U.S. Risk Retention Rules and intends to purchase an “eligible horizontal residual interest” on the Issue Date by purchasing Class M-1 Subordinated Notes in an amount equal to at least 5% of the “fair value” (as defined in the U.S. Risk Retention Rules) of all Notes issued on the Issue Date (determined using a fair value measurement framework under U.S. generally accepted accounting principles) and, except as permitted by the U.S. Risk Retention Rules, the Retention Holder intends not to directly or indirectly eliminate or reduce its financial exposure to the U.S. Retained Interest by hedging or otherwise transferring its financial exposure to the U.S. Retained Interest.

In the case of a securitisation transaction not backed by residential mortgages (such as this collateralised loan obligation transaction), the “**U.S. Risk Retention Period**” will commence on and include the Issue Date and will end on the date that is the latest of: (i) the date on which the total unpaid principal balance of the securitised assets that collateralize the securitisation transaction has been reduced to 33% of the total unpaid principal balance of the securitised assets as of the closing of the securitisation transaction; (ii) the date on which the total unpaid principal obligations under the asset-backed securities issued in the securitisation transaction has been reduced to 33% of the total unpaid principal obligations of the asset-backed securities at closing of the securitisation transaction; and (iii) two years after the closing date of the securitisation transaction. The Collateral Manager intends, on an on-going basis, during the U.S. Risk Retention Period, to hold the U.S. Retained Interest which may be increased or decreased from time to time in connection with any Refinancing or issuance of Additional Notes, provided that (a) the Retention Holder will be entitled to obtain financing to cover the cost of carrying the U.S. Retained Interest so long as such financing is on a full recourse basis and (b) there will be limits on the Retention Holder's ability to hedge its risks associated with the ownership of the U.S. Retained Interest; provided further, however, that the Retention Holder may transfer the U.S. Retained Interest if the Retention Holder transfers the U.S. Retained Interest to a “majority-owned affiliate” (as defined under the U.S. Risk Retention Rules) of the Retention Holder. After the U.S. Risk Retention Period, all limitations under the U.S. Risk Retention Rules on the transfer, financing or hedging of the eligible horizontal residual interest by the Retention Holder shall cease to apply, and the Retention Holder will not be under any obligation to notify any Secured Party of any such action.

Failure to comply with the U.S. Risk Retention Rules may have an adverse effect on the Retention Holder and its Affiliates, as such failure could constitute a violation of the Exchange Act and could give rise to civil enforcement actions, including monetary penalties, revocation of licenses and/or injunctive orders. In the case of egregious violations, the U.S. Department of Justice may bring criminal actions against a violating sponsor. Furthermore, any such failure to comply may result in significant negative reputational consequences to the Retention Holder and its Affiliates. As a result of the consequences of the Retention Holder failing to comply with the U.S. Risk Retention Rules, the market value and liquidity of the Notes may be adversely impacted.

The U.S. Risk Retention Rules may have adverse effects on the Issuer and/or the holders of the Notes. The U.S. Risk Retention Rules would apply to any additional Notes issued after the Issue Date or any Refinancing. In addition, the U.S. Securities and Exchange Commission (the “SEC”) has indicated in contexts separate from the U.S. Risk Retention Rules that an “offer” and “sale” of securities may arise when amendments to securities are so material as to require holders to make a new “investment decision” with respect to such securities. Thus, if the SEC were to take a similar position with respect to the U.S. Risk Retention Rules, they could apply to material amendments to the terms of the Notes, including a re-pricing or any Refinancing, to the extent such amendments require investors to make a new investment decision with respect to the Notes.

The U.S. Risk Retention Rules may have a negative impact on secondary market liquidity for the Notes due to market expectations, the relative appeal of alternative investments not subject to the U.S. Risk Retention Rules or other factors. In addition, it is possible that the U.S. Risk Retention Rules may reduce the number of collateral managers active in the CLO market, which may result in fewer new issue CLOs and reduce the liquidity provided by CLOs to the leveraged loan market generally. A contraction or reduced liquidity in the loan market could reduce opportunities for the Collateral Manager to sell Collateral Debt Obligations or to invest in Collateral Debt Obligations when it believes it is in the interest of the Issuer to do so, which in turn could negatively impact the return on the Collateral and reduce the market value or liquidity of the Notes. Furthermore, the U.S. Risk Retention Rules will apply to any issuance of additional Notes and any Refinancing and such rules may in the future be more onerous than at present. Prior approval of the Retention Holder is required for any additional issuance of Notes and

prior consent of the Collateral Manager is required for any Refinancing. Neither the Retention Holder nor the Collateral Manager will consent to any such additional issuance of Notes or Refinancing unless it believes that it would be in compliance with the U.S. Risk Retention Rules after giving effect thereto. As such, the ability of the Issuer to issue additional Notes or enter into a Refinancing of the existing Notes may be limited. As a result, the U.S. Risk Retention Rules may adversely affect the Issuer (and the performance and market value of the Notes) if the Issuer is unable to undertake any such additional issuance or Refinancing.

Given the lack of clarity under the U.S. Risk Retention Rules with respect to the identity of the party responsible for holding the U.S. Retained Interest upon a resignation or removal of the Collateral Manager, if the Collateral Manager resigns or the applicable Holders desire to remove the Collateral Manager in connection with any “cause” event, there may also be no successor Collateral Manager willing to accept appointment as such, in which case the Collateral Manager will be required to continue to act as Collateral Manager under the Collateral Manager Agreement. As a result, the failure of the Collateral Manager and/or Retention Holder to comply with the U.S. Risk Retention Rules may have a material and adverse effect on the market value and/or liquidity of the Notes as well as on the business, condition (financial or otherwise), assets, operations or prospects of the Issuer and/or the Collateral Manager.

The statements contained herein regarding the U.S. Risk Retention Rules are based on publicly available information solely as of the date of this Offering Circular. The ultimate interpretation as to whether any action taken by an entity complies with the U.S. Risk Retention Rules will be a matter of interpretation by the applicable governmental authorities or regulators. No assurance can be given that the U.S. Risk Retention Rules will not change or be superseded by changes in law. There is no established line of authority, precedent or market practice that provides guidance with respect to compliance with the U.S. Risk Retention Rules in connection with any actions of the Issuer. Moreover, any applicable governmental authority or regulator could provide guidance or state views on compliance with the U.S. Risk Retention Rules that materially alter current interpretations or views with respect to the U.S. Risk Retention Rules.

None of the Issuer, the Collateral Manager, the Placement Agent, the Arranger, the Agents, the Trustee, the Retention Holder, their respective Affiliates, corporate officers or professional advisors or any other Person makes any representation, warranty or guarantee that the Retention Holder, its Affiliates or the transaction contemplated by this Offering Circular will be in compliance with the U.S. Risk Retention Rules, and no such Person shall have any liability to any prospective investor or any other Person with respect to any failure by the Collateral Manager, the Retention Holder or of the transaction contemplated by this Offering Circular to satisfy the U.S. Risk Retention Rules or any other applicable legal, regulatory or other requirements.

Restrictions on the Discretion of the Collateral Manager in order to comply with Risk Retention

The aim behind the relevant retention requirements described in “*Risk Retention and Due Diligence - EU Risk Retention and Due Diligence Requirements*” above is that affected investors should only invest in securitisations where the originator, sponsor or original lender for the securitisation has explicitly disclosed that it will retain on an ongoing basis, a net economic interest of not less than five per cent. in the securitisation. The five per cent. net economic interest is measured as the nominal value of the securitised exposures, calculated based on the Aggregate Collateral Balance. The Retention Holder has agreed to retain such an interest in the transaction by holding Class M-1 Subordinated Notes having a Principal Amount Outstanding being, at any time, an amount equal to not less than five per cent. of the Aggregate Collateral Balance.

Certain discretions of the Collateral Manager acting on behalf of the Issuer are restricted where the exercise of the discretion would cause the retention holding described in “*The EU Retention Requirements*” section of this Offering Circular to be (or to be likely to be) insufficient to comply with the Retention Requirements.

In particular, if, at any time, the deposit of Trading Gains into the Principal Account would, in the sole discretion of the Collateral Manager cause (or would be likely to cause) an EU Retention Deficiency, such Trading Gains which would have been deposited into the Principal Account and designated for reinvestment or used to redeem the Notes in accordance with the Principal Priority of Payments will instead be deposited into the Interest Account. Such Trading Gains will then be distributed as Interest Proceeds if the reinvestment of such amount would, in the

sole discretion of the Collateral Manager, cause (or would be likely to cause) an EU Retention Deficiency in accordance with the Priorities of Payment. In addition, the Collateral Manager is not permitted to reinvest in Substitute Collateral Debt Obligations where such reinvestment would cause a Retention Deficiency. As a result, the Collateral Manager may be prevented from reinvesting available proceeds in Collateral Debt Obligations in circumstances where such reinvestment would cause (or would be likely to cause) a Retention Deficiency and therefore the Aggregate Principal Balance of Collateral Debt Obligations securing the Notes may be less than what would have otherwise have been the case if such amounts had been reinvested in Collateral Debt Obligations.

Also, the Issuer may only issue further Notes (a) with the Retention Holder's consent to such issuance and (b) if such issuance of additional Notes would not result in non-compliance by the Retention Holder with the Retention Requirements, among other conditions described in Condition 17 (*Additional Issuance*).

As a result of such restrictions, the Issuer, or the Collateral Manager on its behalf, may be restricted from building or maintaining the par value of the Collateral in certain circumstances under which they would otherwise be able to do so, in order to comply with the provisions of the Conditions intended to achieve ongoing compliance with the applicable retention requirements.

European Market Infrastructure Regulation (EMIR)

The European Market Infrastructure Regulation EU 648/2012 ("EMIR") and its various delegated regulations and technical standards impose a range of obligations on parties to "over-the-counter" ("OTC") derivative contracts according to whether they are "financial counterparties" such as investment firms, alternative investment funds (see "*Alternative Investment Fund Managers Directive*" below), credit institutions and insurance companies, or other entities which are "non-financial counterparties".

Financial counterparties (as defined in EMIR) will be subject to a general obligation to clear through a duly authorised or recognised central counterparty (the "clearing obligation") all "eligible" OTC derivative contracts entered into with other counterparties subject to the clearing obligation. They must also report the details of all derivative contracts to a trade repository (the "reporting obligation"), and undertake certain risk-mitigation techniques in respect of OTC derivative contracts which are not cleared by a central counterparty such as timely confirmation of terms, portfolio reconciliation and compression and the implementation of dispute resolution procedures (the "risk mitigation obligations"). Non-cleared OTC derivatives entered into by financial counterparties must also be marked to market and collateral must be exchanged (the "margin requirement"). To the extent that the Issuer becomes a financial counterparty, this may lead to a termination of the Hedge Agreements or restricting of their terms.

Non-financial counterparties (as defined in EMIR) are exempted from the clearing obligation and certain additional risk mitigation obligations (such as the posting of collateral) provided the gross notional value of all derivative contracts entered into by the non-financial counterparty and other non-financial entities within its "group", excluding eligible hedging transactions, does not exceed certain thresholds (set per asset class of OTC derivatives). If the Issuer is considered to be a member of a "group" (as defined in EMIR) (which may, for example, potentially be the case if the Issuer is consolidated by a Noteholder as a result of such Noteholder's holding of a significant proportion of the Subordinated Notes) and if the aggregate notional value of OTC derivative contracts entered into by the Issuer and any non-financial entities within such group exceeds the applicable thresholds, the Issuer would be subject to the clearing obligation, or if the relevant contract is not a type required to be cleared, to the risk mitigation obligations, including the margin requirement. If the Issuer exceeds the applicable thresholds and its swaps become subject to mandatory clearing, this may also lead to a termination of the Hedge Agreements.

Key details in respect of the clearing obligation and the margin requirement and their applicability to certain classes of OTC derivative contracts are to be provided through corresponding regulatory technical standards. Whilst regulatory technical standards have been published in respect of certain classes of OTC derivative contracts, others are yet to be proposed.

Clearing obligation

The regulatory technical standards governing the mandatory clearing obligation for certain classes of OTC derivative contracts which entered into force on 21 December 2015 specify that the clearing obligation in respect of interest rate OTC derivative contracts that are (i) basis swaps and fixed-to floating swaps denominated in euro, GBP, USD and Japanese Yen and (ii) forward rate agreements and overnight swaps denominated in euro, GBP and USD, in each case, will take effect on dates ranging from 21 June 2016 (for major market participants grouped under “**Category 1**”) to 21 December 2018 (for non-financial counterparties that are not AIFs grouped under “**Category 4**”).

Margin requirements

On 4 October 2016, the European Commission adopted regulatory technical standards on risk-mitigation techniques for OTC derivative contracts not cleared by a central clearing counterparty to the European Commission (the “RTS”). The RTS were published in the Official Journal on 15 December 2016 and entered into force on 4 January 2017.

The RTS detail the risk mitigation obligations and margin requirements in respect of non-cleared OTC derivatives as well as specify the criteria regarding intragroup exemptions and provide that the margin requirement will take effect on dates ranging, originally, from one month after the RTS enter into force (for certain entities with a non-cleared OTC derivative portfolio above €3 trillion) to 1 September 2020 (for certain entities with a non-cleared OTC derivative portfolio above €8 billion). The margin requirements apply to financial counterparties and non-financial counterparties above the clearing threshold and, depending on the counterparty, will require collection and posting of variation margin and, for the largest counterparties/groups, initial margin.

If the Issuer becomes subject to the clearing obligation or to the margin requirement, it is unlikely that it would be able to comply with such requirements, which would adversely affect the Issuer’s ability to enter into Hedge Transactions or significantly increase the cost thereof, negatively affecting the Issuer’s ability to acquire Non-Euro Obligations and/or hedge its interest rate risk. As a result of such increased costs, additional regulatory requirements and limitations on ability of the Issuer to hedge interest rate and currency risk, the amounts payable to Noteholders may be negatively affected as the Collateral Manager may be precluded from executing its investment strategy in full.

The Hedge Agreements may also contain early termination events which are based on the application of EMIR and which may allow the relevant Hedge Counterparty to terminate a Hedge Transaction upon the occurrence of an adverse EMIR-related event. The termination of a Hedge Transaction in these circumstances may result in a termination payment being payable by the Issuer. See “*Hedging Arrangements*”.

The Conditions of the Notes allow the Issuer and oblige the Trustee without the consent of any of the Noteholders, to amend the Transaction Documents and/or the Conditions of the Notes to comply with the requirements of EMIR which may become applicable in future.

Prospective investors should be aware that the regulatory changes arising from EMIR may in due course significantly increase the cost of entering into derivative contracts (including the potential for non-financial counterparties such as the Issuer to become subject to marking to market and collateral posting requirements in respect of non-cleared OTC derivatives such as Currency Hedge Transactions and Interest Rate Hedge Transactions). These changes may adversely affect the Issuer’s ability to enter the currency hedge swaps and therefore the Issuer’s ability to acquire Non-Euro Obligations and/or manage interest rate risk. As a result of such increased costs and/or additional regulatory requirements, investors may receive significantly less or no interest or return, as the case may be as the Collateral Manager may not be able to execute its investment strategy as anticipated. Investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR in making any investment decision in respect of the Notes.

Prospective investors should also be aware that on 13 August 2015 ESMA published four reports on the functioning of EMIR and providing input and recommendations to the European Commission’s official review of EMIR (in accordance with Article 85(1) thereof). ESMA’s reports recommend a number of changes to the EMIR framework, including potentially significant changes to the clearing obligation and the process for classifying non-

financial counterparties. The ESMA reports are expected to feed into the general report on EMIR that the European Commission will prepare and submit to the European Parliament and the Council; however the extent to which ESMA's recommendations will be integrated into the European Commission's report and ultimately endorsed is not known at this time and cannot be predicted.

Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("AIFMD") introduced authorisation and regulatory requirements for managers of alternative investment funds ("AIFs"). If the Issuer were to be considered to be an AIF within the meaning in AIFMD, it would need to be managed by a manager authorised under AIFMD (an "AIFM"). The Collateral Manager is not authorised under AIFMD but is authorised under MiFID. If the Collateral Manager becomes authorised under AIFMD, it would not fall within the definition of "sponsor" contained in the CRR and would not be able to hold the EU Retention Notes as a "sponsor" as required (subject to the terms of any EU Retention Cure Action which may be taken by the Collateral Manager with the intention of enabling it to qualify as the Retention Holder other than as a "sponsor" for purposes of the EU Retention Requirements) under the EU Retention Requirements (see the "*The EU Retention Requirements*" section of this Offering Circular) above in such capacity. If considered to be an AIF, the Issuer would also be classified as a "financial counterparty" under EMIR and may be required to comply with clearing obligations with respect to Hedge Transactions and obligations to post margin to any central clearing counterparty or market counterparty. See also "*European Market Infrastructure Regulation (EMIR)*" above.

There is an exemption from the definition of AIF in AIFMD for "securitisation special purpose entities" (the "SSPE Exemption"). The European Securities and Markets Authority ("ESMA") has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it. However, the Central Bank has confirmed that pending such further clarification from ESMA, "registered financial vehicle corporations" with the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank, such as the Issuer, do not need to seek authorisation as an AIF or appoint an AIFM unless the Central Bank issues further guidance advising them to do so.

If the SSPE Exemption does not apply and the Issuer is considered to be an AIF, the Collateral Manager may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. As a result, implementation of the AIFMD may affect the return investors receive from their investment.

The Conditions of the Notes allow the Issuer and oblige the Trustee, without the consent of any of the Noteholders, to concur with the Issuer in the making of modifications to the Transaction Documents and/or the Conditions of the Notes to comply with the requirements of AIFMD which may become applicable at a future date.

S&P

On 21 January 2015, the United States Securities and Exchange Commission (the "SEC") entered into administrative settlement agreements with S&P with respect to, among other things, multiple allegations of making misleading public statements with respect to its ratings methodology and certain misleading publications concerning criteria and research, in each case relating to commercial mortgage-backed securities transactions. S&P neither admitted nor denied the charges in these settlements. As a result of these settlement agreements, the SEC ordered S&P censured and enjoined S&P from violating the statutory provisions and rules related to the allegations described above. Additionally, S&P agreed to pay civil penalties and other disgorgements exceeding \$76 million. Finally, S&P agreed to refrain from giving preliminary or final ratings for any new issue U.S. conduit commercial mortgage-backed securities transaction until 21 January 2016.

On 3 February 2015, S&P entered into a settlement agreement with the United States Justice Department, 19 States and the District of Columbia, to settle lawsuits relating to S&P's alleged inflation of ratings on subprime mortgage bonds. S&P did not admit to any wrongdoing in connection with such settlement. Also on 3 February 2015, S&P entered into a settlement agreement with the California Public Employees Retirement System to resolve claims over three structured investment vehicles. Under the 3 February 2015 settlement agreements, S&P agreed to pay approximately \$1.5 billion in the aggregate to the related claimants.

None of these settlement agreements involve S&P's collateralised loan obligation rating business.

CRA

CRA Regulation in Europe

Regulation (EU) 462/2013 of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies ("**CRA3**") came into force on 20 June 2013. Article 8(b) of CRA3 requires issuers, sponsors and originators of structured finance instruments such as the Notes to make detailed disclosures of information relating to those structured finance instruments. The European Commission has adopted a delegated regulation, detailing the scope and nature of the required disclosure which disclosure reporting requirements became effective on 1 January 2017. Such disclosures are to be made via a website to be set up by the European Securities and Markets Authority ("**ESMA**"). As yet, this website has not been set up so issuers, originators and sponsors are currently unable to comply with Article 8(b). In their current form, the regulatory technical standards only apply to structured finance instruments for which a reporting template has been specified. Currently there is no template for CLO transactions but if a template for CLO transactions were to be published and the website for disclosure were to be set up by ESMA, the Issuer may incur additional costs and expenses to comply with such disclosure obligations. Such costs and expenses would be payable by the Issuer as Administrative Expenses. In accordance with the current draft of the Securitisation Regulation, it is intended that Article 8(b) of CRA3 will be repealed, and that disclosure requirements will be governed thereafter by the Securitisation Regulation. However, it is uncertain at this time if the Securitisation Regulation will be adopted in its current form.

Additionally, Article 8(c) of CRA3 has introduced a requirement that where an issuer or a related third party intends to solicit a credit rating of a structured finance instruments, it shall obtain two independent ratings for such instruments. Article 8(d) of CRA3 has introduced a requirement that where an issuer or a related third party intends to appoint at least two credit rating agencies to rate the same instrument, the issuer or a related third party shall consider appointing at least one rating agency having less than a 10 per cent. market share among agencies capable of rating that instrument. The Issuer intends to have two rating agencies appointed, but does not make any representation as to market share of either agency, and any consequences for the Issuer, related third parties and investors if an agency does not have a less than 10 per cent. market share are not specified. Investors should consult their legal advisors as to the applicability of CRA3 and any consequence of non-compliance in respect of their investment in the Notes.

U.S. Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") was signed into law on 21 July 2010. The Dodd-Frank Act represents a comprehensive change to financial regulation in the United States, and affects virtually every area of the capital markets. Implementation of the Dodd-Frank Act requires many lengthy rulemaking processes resulting in the adoption of a multitude of new regulations applicable to entities which transact business in the U.S. or with U.S. persons outside the U.S. Once fully implemented, the Dodd-Frank Act will affect many aspects, in the U.S. and internationally, of the business of the Collateral Manager, including securitisation, proprietary trading, investing, creation and management of investment funds, OTC derivatives and other activities. While many regulations implementing various provisions of the Dodd-Frank Act have been finalised and adopted, some implementing regulations currently exist only in draft form and are subject to comment and revision, and still other implementing regulations have not yet been proposed. It is therefore difficult to predict whether and to what extent the businesses of the Collateral Manager and its subsidiaries and affiliates and the Issuer, will be affected by the Dodd-Frank Act as implementing regulations are finalised over time and come into effect. In addition, the joint final rule implementing the U.S. Risk Retention Rules was adopted on October 21 and October 22, 2014 and went into effect on December 24, 2016. See "*Risk Retention and Due Diligence Requirements - U.S. Risk Retention Requirements*" above.

The Securities and Exchange Commission (the "**SEC**") has also proposed changes to Regulation AB (as defined under the Securities Act) under the Securities Act which would have the potential to impose new disclosure requirements on securities offerings pursuant to Rule 144A under the Securities Act or pursuant to other SEC regulatory exemptions from registration. Such rules, if adopted, could restrict the use of this Offering Circular or

require the publication of a new offering circular in connection with the issuance and sale of any additional Notes or any Refinancing. While on 27 August 2014, the SEC adopted final rules amending Regulation AB that did not implement these proposals, the SEC has indicated that it is continuing to consider amendments that were proposed with respect to Regulation AB but not adopted, and that further amendments may be forthcoming in the future. If such amendments are made to Regulation AB in the future, these may place additional requirements and therefore expenses on the Issuer in the event of the issuance and sale of any additional notes, which may reduce the amounts available for distribution to the Noteholders.

None of the Issuer, the Collateral Manager, the Placement Agent or the Arranger makes any representation as to such matters. As such, investors should consult their own independent advisers and make their own assessment about the potential risks posed by the Dodd-Frank Act and the rules to be promulgated thereunder in making any investment decision in respect of the Notes.

CFTC Regulations and others

Pursuant to the Dodd-Frank Act regulators in the United States have promulgated or are expected to promulgate a range of new regulatory requirements that may affect the pricing, terms and compliance costs associated with the entry into any Hedge Transaction by the Issuer and the availability of such Hedge Transactions. Some or all of the Hedge Transactions that the Issuer may enter into may be affected by (i) the requirement that certain swaps be centrally cleared and in some cases traded on a designated contract market or swap execution facility, (ii) initial or variation margin requirements of any central clearing organisation (with respect to cleared swaps) or initial or variation margin requirements with respect to uncleared swaps, (iii) swap reporting and recordkeeping obligations, and other matters. These new requirements may significantly increase the cost to the Issuer and/or the Collateral Manager of entering into Hedge Transactions such that the Issuer may be unable to purchase certain types of Collateral Debt Obligations, have unforeseen legal consequences on the Issuer or the Collateral Manager or have other material adverse effects on the Issuer or the Noteholders.

In particular, regulations promulgated by the CFTC or other relevant US regulators requiring the posting of variation margin by entities such as the Issuer (insofar as it enters into Hedge Transactions with any Hedge Counterparty that is also subject to this requirement) were previously scheduled to go into effect in the United States on March 1, 2017. However, pursuant to the release of a letter from the CFTC dated February 13, 2017 and guidance from the Federal Reserve Board and the Office of the Comptroller of the Currency dated February 23, 2017, the relevant US regulators confirmed their intention to adopt a no-action position relating to such regulations as they apply to certain counterparties that do not present significant credit and market risks, in order to provide relief from compliance with the variation margin requirements to certain swap dealers until September 1, 2017, subject to certain conditions. While transactions existing prior to March 1, 2017 are expected to be exempt from such requirement, new Hedge Transactions would be subject to it, as might existing Hedge Transactions that undergo a material amendment, based on guidance provided and positions taken by US regulators in other contexts. The Trust Deed does not permit the Issuer to post variation margin. Accordingly, the application of US regulations to a Hedge Transaction or a proposed Hedge Transaction could have a material, adverse effect on the Issuer's ability to hedge its interest or currency rate exposure, or on the cost of such hedging, have unforeseen legal consequences on the Issuer or have other material adverse effects on the Issuer or the Noteholders.

Commodity Pool Regulation

The Issuer's ability to enter into Hedge Transactions may cause the Issuer to be a "commodity pool" as defined in the United States Commodity Exchange Act, as amended ("CEA") and the Collateral Manager to be a "commodity pool operator" ("CPO") and/or a "commodity trading advisor" (a "CTA"), each as defined in the CEA in respect of the Issuer. The CEA, as amended by the Dodd-Frank Act, defines a "commodity pool" to include certain investment vehicles operated for the purpose of trading in "commodity interests" which includes swaps. CPOs and CTAs are subject to regulation by the CFTC and must register with the CFTC unless an exemption from registration is available. Based on recent CFTC interpretive guidance, the Issuer is not expected to fall within the definition of a "commodity pool" under the CEA and as such, the Issuer (or the Collateral Manager on the Issuer's behalf) may enter into Hedge Agreements (or any other agreement that would fall within the definition of "swap"

as set out in the CEA) (i) if at the time such Hedge Agreement is entered into, it satisfies the Hedge Agreement Eligibility Criteria; or (ii) in respect of which it obtains legal advice from reputable legal counsel to the effect that none of the Issuer, the Collateral Manager or any of their respective directors, officers or employees would be required to register as a CPO and/or a CTA with the CFTC in respect of the Issuer.

In the event that trading or entering into one or more Hedge Agreements would result in the Issuer's activities falling within the definition of a "commodity pool", the Collateral Manager may cause the Issuer to be operated in compliance with the exemption set forth in CFTC Rule 4.13(a)(3) as in effect on the Issue Date. Utilising any such exemption from registration may impose additional costs on the Collateral Manager and the Issuer and may significantly limit the Collateral Manager's ability to engage in hedging activities on behalf of the Issuer. Additionally, unlike a registered CPO, the Collateral Manager will not be required to deliver a CFTC disclosure document to prospective investors, nor will it be required to provide investors with certified annual reports that satisfy the requirements of CFTC rules applicable to registered CPOs. Neither the CFTC nor the National Futures Association (the "NFA") pass upon the merits of participating in a pool or upon the adequacy or accuracy of offering memoranda. Consequently, neither the CFTC nor the NFA has reviewed or approved this Offering Circular or any related subscription agreement.

In the event that the recent CFTC guidance referred to above changes or the Issuer engages in one or more activities that might cause it to fall within the definition of a "commodity pool" under the CEA and no exemption from registration is available, registration of the Collateral Manager as a CPO and/or a CTA may be required before the Issuer (or the Collateral Manager on the Issuer's behalf) may enter into any Hedge Agreement. Registration of the Collateral Manager as a CPO and/or a CTA could cause the Collateral Manager to be subject to extensive compliance and reporting requirements that would involve material costs which may be passed on to the Issuer. The scope of such compliance costs is uncertain but could adversely affect the amount of funds available to make payments on the Notes. In addition, in the event an exemption from registration were available and the Collateral Manager elected to file for an exemption, the Collateral Manager would not be required to deliver certain CFTC mandated disclosure documents or a certified annual report to investors or satisfy on-going compliance requirements under Part 4 of the CFTC Regulations, as would be the case for a registered CPO and/or CTA. Further, the conditions of such exemption may constrain the extent to which the Issuer may be able to enter into swap transactions. In particular, the limits imposed by such exemptions may prevent the Issuer from entering into a Hedge Transaction that the Collateral Manager believes would be advisable or result in the Issuer incurring financial risks that would have been hedged pursuant to swap transactions absent such limits. In addition, the costs of obtaining and maintaining such exemption will be passed on to the Issuer.

Further, if the Collateral Manager determines that additional Hedge Transactions should be entered into by the Issuer in excess of the trading limitations set forth in any applicable exemption from registration as a CPO and/or a CTA, the Collateral Manager may elect to withdraw its exemption from registration and instead register with the CFTC as the Issuer's CPO and/or a CTA. The costs of obtaining and maintaining these registrations and the related compliance obligations may be paid by the Issuer as Administrative Expenses. Such costs would reduce the amount of funds available to make payments on the Notes. These costs are uncertain and could be materially greater than the Collateral Manager anticipated when deciding to enter into the transaction and register as a CPO and/or a CTA. In addition, it may not be possible or advisable for the Collateral Manager to withdraw from registration as a CPO and/or a CTA after any relevant swap transactions terminate or expire. The costs of CPO and/or CTA registration and the ongoing CPO and/or CTA compliance obligations of the Collateral Manager could exceed, perhaps significantly, the financial risks that are being hedged pursuant to any Hedge Transaction.

Volcker Rule

Section 619 of the Dodd-Frank Act (the "Volcker Rule") prevents "banking entities" (a term which includes affiliates of a U.S. banking organisation as well as affiliates of a foreign banking organisation that has a branch or agency office in the U.S., regardless where such affiliates are located) from (i) engaging in proprietary trading in financial instruments, or (ii) acquiring or retaining any "ownership interest" in, or in "sponsoring", a "covered fund," subject to certain exemptions.

An “ownership interest” is defined widely and may arise through a holder’s exposure to the profits and losses of the “covered fund”, as well as through certain rights of the holder to participate in the selection or removal of an investment advisor, investment manager, or general partner, trustee, or member of the board of directors of the “covered fund”. A “covered fund” is defined widely, and includes any issuer which would be an investment company under the Investment Company Act 1940 (the “ICA”) but is exempt from registration solely in reliance on section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions found in the Volcker Rule’s implementing regulations.

It should be noted that a commodity pool as defined in the CEA (see “*Commodity Pool Regulation*”, above) could, depending on which CEA exemption is used by such commodity pool or its commodity pool operator, also fall within the definition of a covered fund as described above.

The Transaction Documents provide that the Noteholders’ rights in respect of the removal of the Collateral Manager and selection of a replacement Collateral Manager shall only be exercisable upon an Collateral Manager Event of Default. Furthermore, the holders of any of the Class A Notes, the Class B Notes, the Class C Notes or the Class D Notes in the form of CM Non-Voting Exchangeable Notes or CM Non-Voting Notes are disenfranchised in respect of any CM Removal Resolution or CM Replacement Resolution. However, there can be no assurance that these features will be effective in resulting in instruments issued by the Issuer not being characterised as “ownership interests” in the Issuer.

If the Issuer is deemed to be a “covered fund”, then in the absence of regulatory relief, the provisions of the Volcker Rule and its related regulatory provisions, will severely limit the ability of “banking entities” to hold an “ownership interest” in the Issuer or enter into certain credit related financial transactions with the Issuer. Any entity that is a “banking entity” as defined under the Volcker Rule and is considering an investment in “ownership interests” of the Issuer should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment. If investment by “banking entities” in the Notes of any Class is prohibited or restricted by the Volcker Rule, this could impair the marketability and liquidity of such Notes.

No assurance can be made as to the effect of the Volcker Rule on the ability of certain investors subject thereto to acquire or retain an interest in the Notes. Each prospective investor in the Notes should independently consider the potential impact of the Volcker Rule in respect of any investment in the Notes. Investors should conduct their own analysis to determine whether the Issuer is a “covered fund” for their purposes.

Reliance on Rating Agency Ratings

The Dodd-Frank Act requires that federal banking agencies amend their regulations to remove reference to or reliance on credit agency ratings, including but not limited to those found in the federal banking agencies’ risk-based capital regulations. New regulations have been proposed but have not yet been fully implemented in all respects. When such regulations are fully implemented, investments in asset-backed securities like the Notes by such institutions may result in greater capital charges to financial institutions that own such securities, or otherwise adversely affect the treatment of such securities for regulatory capital purposes. Furthermore, all prospective investors in the Notes whose investment activities are subject to legal investment laws and regulations, regulatory capital requirements, or review by regulatory authorities should consult with their own legal, accounting and other advisors in determining whether, and to what extent, the Notes will constitute legal investments for them or are subject to investment or other regulatory restrictions, unfavourable accounting treatment, capital charges or reserve requirements.

Flip Clauses

The validity and enforceability of certain provisions in contractual priorities of payments which purport to alter the priority in which a particular secured creditor is paid as a result of the occurrence of one or more specified trigger events, including the insolvency of such creditor (“flip clauses”), have been challenged recently in the English and U.S. courts on the basis that the operation of a flip clause as a result of such creditor’s insolvency breaches the “anti-deprivation” principles of English and U.S. insolvency law. This principle prevents a party from agreeing to a provision that deprives its creditors of an asset upon its insolvency.

The English Supreme Court has, in *Belmont Park Investments Pty Limited v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc.* [2011] UKSC 38, upheld the validity of a flip clause contained in an English-law governed security document, stating that the anti-deprivation principle was not breached by such provisions.

In the U.S. courts, the U.S. Bankruptcy Court for the Southern District of New York in *Lehman Brothers Special Financing Inc. v. BNY Corporate Trustee Services Limited*. (In re *Lehman Brothers Holdings Inc.*), Adv. Pro. No. 09-1242-JMP (Bankr S.D.N.Y. May 20, 2009) examined a flip clause and held that such a provision, which seeks to modify one creditor's position in a priority of payments when that creditor files for bankruptcy, is unenforceable under the U.S. Bankruptcy Code. Judge Peck acknowledged that this has resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". While BNY Corporate Trustee Services Ltd filed a motion for and was granted leave to appeal with the U.S. Bankruptcy Court, the case was settled before the appeal was heard.

On 28 June 2016, the U.S. Bankruptcy Court issued a decision in *Lehman Brothers Special Financing Inc. v. Bank of America National Association, et al.* Case No. 10-3547 (In re *Lehman Brothers Holdings Inc.*), No. 10-03547 (Bankr S.D.N.Y. June 208, 2016). In this decision, the court held that not all priority of payment provisions would be unenforceable ipso facto clauses under the U.S. Bankruptcy Code. Instead, the court identified two materially distinct approaches to such provisions. Where a counterparty's automatic right to payment priority ahead of the noteholders is "flipped" or modified upon, for example, such counterparty's default under the swap document, the court confirmed that such priority provisions were unenforceable ipso facto clauses. Conversely, the court held that priority provisions where no right of priority is established until after a termination event under the swap documents has occurred were not ipso facto clauses, and, therefore, fully enforceable. Moreover, even where the provisions at issue were ipso facto clauses, the Court found that they were nonetheless enforceable under the Code's safe harbour provisions. Specifically, the Court concluded that priority of distribution was a necessary part of liquidation, which the safe harbour provisions expressly protect. The Court effectively limited the analysis in the BNY case to cases where the flip provisions are only in an indenture, and do not constitute part of the swap agreement. This judgment highlights the difference in approach taken between U.S. and English law on this subject, although it significantly reduces the practical differences in outcome. There remain several actions in the U.S. commenced by debtors of Lehman Brothers concerning the enforceability of flip clauses and this is likely to be an area of continued judicial focus particularly in respect of multi-jurisdictional insolvencies.

The flip clause examined in the Belmont case is similar in substance to the relevant provisions in the Priorities of Payments, however the context and manner of subordination which may be applied to a Hedge Counterparty in accordance with such provisions will not be identical; and the judgments in Belmont and subsequent litigation in which the same rule has been applied have noted that English law questions relating to the anti-deprivation principle will be determined on the basis of the particular terms at hand and their commercial context. As such, it is not necessarily settled that the particular flip clauses contained in the Priorities of Payments would certainly be enforceable as a matter of English law, in the case of insolvency of a Hedge Counterparty.

Moreover, if the Priorities of Payments are the subject of litigation in any jurisdiction outside England and Wales, in particular in the United States of America, and such litigation results in a conflicting judgment in respect of the binding nature of the Priorities of Payments, it is possible that termination payments due to the Hedge Counterparties would not be subordinated as envisaged by the Priorities of Payments and as a result, the Issuer's ability to repay the Noteholders in full may be adversely affected. There is a particular risk of such conflicting judgments where a Hedge Counterparty is the subject of bankruptcy or insolvency proceedings outside England and Wales.

LIBOR and EURIBOR Reform

The London Interbank Offered Rate ("LIBOR") has been reformed, with developments including:

- (a) the activities of administering a specified benchmark and of providing information in relation to a specified benchmark becoming regulated activities in the United Kingdom (LIBOR has been a specified benchmark since April 2013);

- (b) ICE Benchmark Administration Limited becoming the LIBOR administrator in place of the British Bankers' Association in February 2014;
- (c) a reduction in the number of currencies and tenors for which LIBOR is calculated; and
- (d) the introduction of a LIBOR code of conduct for contributing banks.

ICE Benchmark Administration Limited intends to make further reforms to the submission methodology for LIBOR panel banks.

The Euro Interbank Offered Rate (for the purposes of this risk factor, "**EURIBOR**"), together with LIBOR, and other so-called "benchmarks" are the subject of reform measures by a number of international authorities and other bodies.

In the EU, in September 2013, the European Commission published a proposal for a regulation (the "Benchmark Regulation") on indices used as benchmarks in financial instruments and financial contracts. The Benchmark Regulation was published in the Official Journal of the EU on 29 June 2016 and entered into force on 30 June 2016. It is directly applicable law across the EU. The majority of its provisions will not, however, apply until 1 January 2018.

The Benchmark Regulation applies principally to "administrators" and also, in some respects, to "contributors" and certain "users" of "benchmarks", and will, among other things, (i) require benchmark administrators to be authorised (or, if non-EU-based, to be subject to an equivalent regulatory regime) and make significant changes to the way in which benchmarks falling within scope of the Benchmark Regulation are governed (including reforms of governance and control arrangements, obligations in relation to input data, certain transparency and record-keeping requirements and detailed codes of conduct for contributors) and (ii) prevent certain uses of "benchmarks" provided by unauthorised administrators by supervised entities in the EU. The scope of the Benchmark Regulation is wide and, in addition to so-called "critical benchmark" indices, could also potentially apply to many interest rate and foreign exchange rate indices, equity indices and other indices (including "proprietary" indices or strategies) where used to determine the amount payable under or the value or performance of certain financial instruments traded on a trading venue, financial contracts and investment funds. By way of a European Commission Implementing Regulation published on 12 August 2016, EURIBOR was identified as a "critical benchmark" for the purposes of the Benchmark Regulation.

Benchmarks such as LIBOR or EURIBOR may be discontinued if they do not comply with the requirements of the Benchmark Regulation, or if the administrator of the benchmark either fails to apply for authorisation or is refused authorisation by its home regulator.

Potential effects of the Benchmark Regulation include (among other things):

- (a) an index which is a "benchmark" could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation or, if based in a non-EU jurisdiction, the administrator is not otherwise recognised as equivalent; and
- (b) the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmark Regulation, and such changes could (among other things) have the effect of reducing or increasing the rate or level or affecting the volatility of the published rate or level of the benchmark.

Investors should be aware that:

- (a) any of the international, national or other measures or proposals for reform, or general increased regulatory scrutiny of "benchmarks" could have a material adverse effect on the costs and risks of administering or otherwise participating in the setting of a "benchmark" and complying with any such regulations or requirements. Such factors may have the effect of discouraging market participants from continuing to administer or participate in certain "benchmarks", trigger changes in the rules or methodologies used in certain "benchmarks" or lead to the disappearance of certain "benchmarks";

- (b) any of these changes or any other changes could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;
- (c) if the applicable rate of interest on any Collateral Debt Obligation is calculated with reference to a benchmark (or currency or tenor) which is discontinued:
 - (i) such rate of interest will then be determined by the provisions of the affected Collateral Debt Obligation, which may include determination by the relevant calculation agent in its discretion; and
 - (ii) there may be a mismatch between the replacement rate of interest applicable to the affected Collateral Debt Obligation and the replacement rate of interest the Issuer must pay under any applicable Hedge Agreement. This could lead to the Issuer receiving amounts from affected Collateral Debt Obligations which are insufficient to make the due payment under the Hedge Agreement, and potential termination of the Hedge Agreement;
- (d) if any of the relevant EURIBOR benchmarks referenced in Condition 6 (*Interest*) is discontinued, interest on the Notes will be calculated under Condition 6(e) (*Interest on the Notes*); and
- (e) the administrator of a relevant benchmark will not have any involvement in the Collateral Debt Obligations or the Notes and may take any actions in respect of such benchmark without regard to the effect of such actions on the Collateral Debt Obligations or the Notes.

Any of the above or any other significant changes to EURIBOR or any other benchmark could have a material adverse effect on the value of, and the amount payable under (i) any Collateral Debt Obligations which pay interest linked to a EURIBOR rate or other benchmark (as applicable), and (ii) the Notes.

Irish Credit Servicing Act

On 8 July 2015, the Consumer Protection (Regulation of Credit Servicing Firms) Act 2015 was implemented into Irish law (such law amending the Irish Central Bank Act, 1997, and this law so amended the “**Credit Servicing Act**”). The Credit Servicing Act provides for the authorisation and regulation of firms (credit servicers) which undertake credit servicing for holders of the legal title to certain Irish obligor loans (described below). If no credit servicer is appointed to service such loans, the owner of the legal title to the relevant loan itself (or part thereof) will be obliged to seek such authorisation (the “**Irish Authorisation**”).

The Credit Servicing Act applies to all loans to Irish consumers and micro, small or medium-sized enterprises (within the meaning of Article 2 of the Annex to the European Commission Recommendation 2003/361/EC of 6 May 2003) (“**Irish SMEs**”). However, the Credit Servicing Act only applies to a loan to an Irish SME where the loan (or part thereof) was originally made by a lender authorised to provide credit in Ireland by the Central Bank of Ireland or an equivalent authority in an EEA country (such lenders, “**regulated lenders**”) and such regulated loans, the “**relevant Irish SME Loans**”).

Pursuant to paragraph (ee) of the Eligibility Criteria, the Collateral Manager may not acquire relevant Irish SME Loans on behalf of the Issuer where the Issuer’s ownership of any such loan would require it to obtain the Irish Authorisation.

However, the Issuer may acquire relevant Irish SME Loans that do not require the Issuer to obtain the Irish Authorisation upon initial acquisition of each asset. In such cases, there is a risk that the Issuer may at some future date be required to obtain the Irish Authorisation in respect of any such loans due to changes in the relevant loan arrangements (for example, if the Issuer holds its interest in the relevant Irish SME Loan indirectly through a sub-participation but is required to elevate, or if the credit servicer’s appointment is terminated without a replacement credit servicer being appointed or the successor servicer does not hold the Irish Authorisation).

Further, the Issuer may acquire loans with Irish obligors that are not Irish SMEs, but then obtain such status during the Issuer’s ownership of the loan (for example, due to a reduction in the obligor’s turnover or staff headcount). Therefore, while the impact of a change in obligor status in this way is not clear under Irish law, there is a risk that

loans may become relevant Irish SME Loans, depending on the commercial performance of the obligor and the identity of the original lender(s) in the loans.

If the Issuer holds the legal title to relevant Irish SME Loans and no credit servicer is appointed to such loans, it will need to either to appoint a credit servicer, seek the Irish Authorisation itself or sell the loan.

It is unlikely the Central Bank of Ireland would grant the Issuer the Irish Authorisation. Failure to comply with various provisions of the Credit Servicing Act is an offence under Irish law. Further, the Issuer's return on capital in respect of the relevant Irish SME Loans where it holds such loans in breach of the Credit Servicing Act may be reduced by the consequent difficulties in enforcing or selling such assets.

Given the anticipated cost of compliance and the legal implications of non-compliance with the Credit Servicing Act, the attractiveness of acquiring relevant Irish SME Loans has been reduced (and to a lesser extent, loans to non-Irish SME obligors). However, the reduced attractiveness of such eligible investment opportunities is not expected to have a material impact on the Issuer's ability to deploy capital.

Regulated Banking Activity

While non-bank lending is currently being promoted within the EU, in many jurisdictions, especially in continental Europe, engaging in lending activities "in" certain jurisdictions particularly via the original extension of credit granting a loan and in some cases including purchases of receivables, discounting of invoices, guarantee transactions or otherwise (collectively, "Regulated Banking Activities") is generally considered a regulated financial activity and, accordingly, must be conducted in compliance with applicable local banking laws (or the AIFMD, in the case of European long-term investment funds). Although a number of jurisdictions have consulted and published guidance on non-bank lending, in many such jurisdictions, there is comparatively little statutory, regulatory or interpretive guidance issued by the competent authorities or other authoritative guidance as to what constitutes the conduct of Regulated Banking Activities in such jurisdictions.

Collateral Debt Obligations subject to these local law requirements may restrict the Issuer's ability to purchase the relevant Collateral Debt Obligation or may require it to obtain exposure via a Participation. Moreover, these regulatory considerations may differ depending on the country in which each Obligor is located or domiciled, on the type of Obligor and other considerations. Therefore, at the time when Collateral Debt Obligations are acquired by the Issuer, there can be no assurance that, as a result of the application of regulatory law, rule or regulation or interpretation thereof by the relevant governmental body or agency, or change in such application or interpretation thereof by such governmental body or agency, payments on the Collateral Debt Obligations might not in the future be adversely affected as a result of such application of regulatory law or that the Issuer might become subject to proceedings or action by the relevant governmental body or agency, which if determined adversely to the Issuer, may adversely affect its ability to make payments in respect of the Notes.

EU Bank Recovery and Resolution Directive

The EU Bank Recovery and Resolution Directive (2014/59/EU) (collectively with secondary and implementing EU rules, and national implementing legislation, the "BRRD") equips national authorities in Member States (the "**Resolution Authorities**") with tools and powers for preparatory and preventive measures, early supervisory intervention and resolution of credit institutions and significant investment firms (collectively, "relevant institutions"). If a relevant institution enters into an arrangement with the Issuer and is deemed likely to fail in the circumstances identified in the BRRD, the relevant Resolution Authority may employ such tools and powers in order to intervene in the relevant institution's failure (including in the case of derivatives transactions, powers to close-out such transactions or suspend any rights to close-out such transactions). In particular, liabilities of relevant institutions arising out of the Transaction Documents or Underlying Instruments (for example, liabilities arising under Participations or provisions in Underlying Instruments requiring lenders to share amounts) not otherwise subject to an exception, could be subject to the exercise of "bail-in" powers of the relevant Resolution Authorities. It should be noted that certain secured liabilities of relevant institutions are excepted. If the relevant Resolution Authority decides to "bail-in" the liabilities of a relevant institution, then subject to certain exceptions set out in the BRRD, the liabilities of such relevant institution could, among other things, be reduced, converted or extinguished

in full. As a result, the Issuer and ultimately, the Noteholders may not be able to recover any liabilities owed by such an entity to the Issuer. In addition, a relevant Resolution Authority may exercise its discretions in a manner that produces different outcomes amongst institutions resolved in different EU Member States. It should also be noted that similar powers and provisions are being considered in the context of financial institutions of other jurisdictions.

The European Commission adopted a set of draft regulatory technical standards in respect of the valuation of derivatives for the purposes of the BRRD on 23 May 2016. They were published in the Official Journal on 8 July 2016 and entered into force on 28 July 2016 and provide, among other things, that the relevant Resolution Authorities will have the power to terminate swap agreements (as part of the bail-in process) and to value the position thereunder. This will therefore limit any control the Issuer or the Trustee may have in respect of the valuation process, which may be detrimental to the Issuer and consequently, the Noteholders.

Resolution Authorities also have the right to amend certain agreements, under applicable laws, regulations and guidance (“**Stay Regulations**”), to ensure stays or overrides of certain termination rights. Such special resolution regimes (“**SRRs**”) vary from jurisdiction to jurisdiction, including differences in their respective implementation dates. In the UK, the Prudential Regulation Authority (“PRA”) has implemented rules (Appendix 1 to the PRA’s policy statement 25/15) which requires relevant institutions to ensure that the discretion of the PRA to temporarily suspend termination and security interests under the relevant SRR is respected by counterparties. Any applicable Stay Regulations may result in the Issuer not being able to immediately enforce liabilities owed by relevant institutions that are subject to “stays” under SRRs.

The resolution mechanisms under the BRRD correspond closely to those available to the Single Resolution Board (the “**SRB**”) and the European Commission under the single resolution mechanism provided for in Regulation (EU) No 806/2014 (the “**SRM Regulation**”). The SRM Regulation applies to participating Member States (including Member States outside the Euro zone that voluntarily participate through a close co-operation agreement). In such jurisdictions, the SRB will take on many of the functions that would otherwise be assigned to national Resolution Authorities by the BRRD. If a Member State outside the Euro zone (such as the UK) has chosen not to participate in the bank single supervisory mechanism, relevant institutions established in such Member State will not be subject to the SRM Regulation, but to the application of the BRRD by the Resolution Authorities. It is possible, on the specific facts of a case, that resolution plans and resolution decisions made by the SRB may differ from the resolution schemes that would have been applied by the Resolution Authorities. Therefore, the way in which a relevant institution is resolved and ultimately, the effect of any such resolution on the Issuer and the Noteholders may vary depending on the authority applying the resolution framework.

Relating to the Notes

Limited Liquidity and Restrictions on Transfer

Neither the Arranger nor the Placement Agent (or any of their affiliates) is under any obligation to make a market for the Notes. The Notes are illiquid investments. There can be no assurance that any secondary market for any of the Notes will develop or, if a secondary market does develop, that it will provide the Noteholders with liquidity of investment or that it will continue for the life of such Notes. Consequently, a purchaser must be prepared to hold such Notes for an indefinite period of time or until the Maturity Date. In addition, no sale, assignment, participation, pledge or transfer of the Notes may be effected if, among other things, it would require any of the Issuer or any of their officers or directors to register under, or otherwise be subject to the provisions of, the Investment Company Act or any other similar legislation or regulatory action. Furthermore, the Notes will not be registered under the Securities Act or any U.S. state securities laws, and the Issuer has no plans, and is under no obligation, to register the Notes under the Securities Act. The Notes are subject to certain transfer restrictions and can be transferred only to certain transferees. See the “*Plan of Distribution*” and “*Transfer Restrictions*” sections of this Offering Circular. Such restrictions on the transfer of the Notes may further limit their liquidity.

In addition, CM Non-Voting Notes may not be exchanged at any time into CM Voting Notes or CM Non-Voting Exchangeable Notes and there are restrictions as to the circumstances in which CM Non-Voting Exchangeable

Notes may be exchanged for CM Voting Notes. Such restrictions on exchange may limit the liquidity of the CM Non-Voting Notes and the CM Non-Voting Exchangeable Notes.

Optional Redemption and Market Volatility

The market value of the Collateral Debt Obligations may fluctuate, with, among other things, changes in prevailing interest rates, foreign exchange rates, general economic conditions, the conditions of financial markets (particularly the markets for senior and mezzanine loans and bonds and high yield bonds), European and international political events, events in the home countries of the issuers of the Collateral Debt Obligations or the countries in which their assets and operations are based, developments or trends in any particular industry and the financial condition of such issuers. The secondary market for senior and mezzanine loans and high yield bonds is still limited. A decrease in the market value of the Portfolio would adversely affect the amount of proceeds which could be realised upon liquidation of the Portfolio and ultimately the ability of the Issuer to redeem the Notes.

A form of liquidity for the Subordinated Notes is the optional redemption provision set out in Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*). There can be no assurance, however, that such optional redemption provision will be capable of being exercised in accordance with the conditions set out in Condition 7(b) (Optional Redemption) which may require the consent of the Collateral Manager and in some cases require a determination that the amount realisable from the Portfolio in such circumstances is greater than the aggregate of all amounts which would be due and payable on redemption of the Rated Notes and to the other creditors of the Issuer pursuant to Condition 11(b) (*Enforcement*) which rank in priority to payments in respect of the Subordinated Notes in accordance with the Priorities of Payments.

The Notes are subject to Optional Redemption in Whole or in Part by Class

The Rated Notes may be redeemed in whole from Sale Proceeds and/or Refinancing Proceeds (A) after the Non-Call Period, on any Business Day at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution, or (B) following the occurrence of a Collateral Tax Event, on any Business Day falling after such occurrence at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution.

In addition, the Rated Notes may be redeemed in part by entire Class from Refinancing Proceeds at the applicable Redemption Prices, from any Refinancing Proceeds on any Business Day falling on or after expiry of the Non-Call Period at the written direction of the Subordinated Noteholders acting by way of Ordinary Resolution, subject to the consent of the Collateral Manager. Any such redemption shall be of an entire Class or Classes of Notes subject to a number of conditions. See Condition 7(b) (*Optional Redemption*).

Following the expiry of the Non-Call Period, the Collateral Manager may also cause the Issuer to redeem the Rated Notes in whole from Sale Proceeds, if the Aggregate Collateral Balance is less than 20 per cent. of the Target Par Amount.

As described in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*), Refinancing Proceeds may be used in connection with either a redemption in whole of the Rated Notes or a redemption in part of the Rated Notes by Class, subject to the consent of the Collateral Manager. In the case of a Refinancing upon a redemption of the Rated Notes in whole but not in part, such Refinancing will only be effective if among other things, Refinancing Proceeds, all Sale Proceeds from the sale of Collateral Debt Obligations and Eligible Investments received in accordance with the procedures set forth in the Trust Deed, and all other available funds will be at least sufficient to pay any Refinancing Costs and all amounts due and payable in respect of all Classes of Notes (including without limitation Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) save for the Subordinated Notes and all amounts payable in priority thereto pursuant to the Priorities of Payments (subject to any election to receive less than 100 per cent. of Redemption Price) on such Redemption Date when applied in accordance with the Post-Acceleration Priority of Payments.

In the case of a Refinancing upon a redemption of the Rated Notes in part by Class, such Refinancing will only be effective if certain conditions are satisfied, including but not limited to: (i) any redemption of a Class of Notes is a redemption of the entire Class which is subject to the redemption and (ii) the sum of (A) the Refinancing Proceeds and (B) the amount of Interest Proceeds standing to the credit of the Interest Account in excess of the aggregate

amount of Interest Proceeds which would be applied in accordance with the Interest Proceeds Priority of Payments prior to paying any amount in respect of the Subordinated Notes on the next Payment Date will be at least sufficient to pay the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to the Optional Redemption in full and all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with the Refinancing in full. See Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*). In the future, Retention Requirements may mean that it is more onerous to effect any Refinancing or, prevent any Refinancing.

The Trust Deed provides that the holders of the Subordinated Notes will not have any cause of action against any of the Issuer, the Collateral Manager, the Collateral Administrator, the Placement Agent, the Arranger or the Trustee for any failure to obtain a Refinancing. The Conditions of the Notes permit the Issuer and oblige the Trustee, without the consent of any of the Noteholders, to concur in the making of such changes to the Transaction Documents as shall be necessary to facilitate the Issuer to effect a Refinancing in part. No assurance can be given that any such amendments to the Transaction Documents or the terms of any Refinancing will not adversely affect the holders of any Class or Classes of Notes not subject to redemption (or, in the case of the Subordinated Notes, the holders of the Subordinated Notes who do not direct such redemption).

The Notes shall also be redeemed on any Business Day in whole but not in part at the written direction of (x) the Controlling Class (acting by way of an Extraordinary Resolution) or (y) the Subordinated Noteholders (acting by way of an Ordinary Resolution) following the occurrence of a Note Tax Event. The Subordinated Notes may be redeemed at their Redemption Price, in whole but not in part, on any Business Day on or after the redemption or repayment in full of the Rated Notes, at the written direction of either of (x) the Subordinated Noteholders (acting by way of Ordinary Resolution) or (y) the Collateral Manager.

Remedies pursued by the Controlling Class could be adverse to the interests of holders of Notes that are subordinated to the Controlling Class and the Controlling Class will have no obligation to consider any possible effects on such interests.

The Collateral Manager may also cause the Issuer to redeem the Rated Notes in whole from Sale Proceeds on any Payment Date falling on or after the expiry of the Non-Call Period, if the Aggregate Collateral Balance is less than 20 per cent. of the Target Par Amount.

In the event of an early redemption, the holders of the Notes will be repaid prior to the Maturity Date. Where the Notes are to be redeemed by liquidation, there can be no assurance that the Sale Proceeds realised and other available funds would permit any distribution on the Subordinated Notes after all required payments are made to the holders of the Rated Notes. In addition, an Optional Redemption could require the Collateral Manager to liquidate positions more rapidly than would otherwise be desirable, which could adversely affect the realised value of the Collateral Debt Obligations sold.

The Notes are subject to Special Redemption at the option of the Collateral Manager

The Notes will be subject to redemption in part by the Issuer on any Payment Date during the Reinvestment Period if the Collateral Manager in its sole discretion certifies to the Trustee that it has been unable, for a period of at least 20 consecutive Business Days, to identify additional Collateral Debt Obligations that are deemed appropriate by the Collateral Manager in its sole discretion and which would meet the Eligibility Criteria and whose acquisition by the Issuer would be in compliance with, to the extent applicable, the Reinvestment Criteria in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Account to be invested in additional Collateral Debt Obligations. On the Special Redemption Date, the Special Redemption Amount will be applied in accordance with the Priorities of Payments. Additionally, a Special Redemption may apply in respect of Interest Proceeds if the Collateral Manager determines that it is unable to identify additional suitable Collateral Debt Obligations for reinvestment. The application of funds in that manner could result in an elimination, deferral or reduction of amounts available to make payments with respect to the Subordinated Notes.

Mandatory Redemption of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes

Certain mandatory redemption arrangements may result in an elimination, deferral or reduction in the interest payments or principal repayments made to the Class C Noteholders, to the Class D Noteholders, to the Class E Noteholders, to the Class F Noteholders, to the Class M-2 Subordinated Noteholders or the level of the residual returns to the Subordinated Noteholders, as provided in more detail below.

Mandatory Redemption following breach of the Coverage Tests

If either of the Class A/B Coverage Tests are not satisfied on any Determination Date on and after the Effective Date (in the case of the Class A/B Par Value Test) or on and after the Determination Date immediately preceding the second Payment Date (in the case of the Class A/B Interest Coverage Test), Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes and the Class B Notes in accordance with the Note Payment Sequence on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Tests are satisfied if recalculated following such redemption, provided that the Class A/B Coverage Tests shall be deemed to be satisfied if the Class A Notes and the Class B Notes have been redeemed in full.

If either of the Class C Coverage Tests is not satisfied on any Determination Date on and after the Effective Date (in the case of the Class C Par Value Test) or on and after the Determination Date immediately preceding the second Payment Date (in the case of the Class C Interest Coverage Test), Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption, provided that the Class C Coverage Tests shall be deemed to be satisfied if the Class A Notes, the Class B Notes and the Class C Notes have been redeemed in full.

If either of the Class D Coverage Tests is not satisfied on any Determination Date on and after the Effective Date (in the case of the Class D Par Value Test) or on and after the Determination Date immediately preceding the second Payment Date (in the case of the Class D Interest Coverage Test), Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption, provided that the Class D Coverage Tests shall be deemed to be satisfied if the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have been redeemed in full.

If either of the Class E Coverage Tests is not satisfied on any Determination Date on and after the Effective Date (in the case of the Class E Par Value Test) or on and after the Determination Date immediately preceding the second Payment Date (in the case of the Class E Interest Coverage Test), Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Rated Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption, provided that the Class E Coverage Tests shall be deemed to be satisfied if the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes have been redeemed in full.

If the Interest Diversion Test is not satisfied on any Determination Date following the end of the Reinvestment Period, Interest Proceeds in an amount equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts), would be sufficient to cause the Interest Diversion Test to be satisfied if recalculated immediately following such redemption, will be applied in redemption of the Rated Notes in accordance with the Note Payment Sequence on the related Payment Date.

The Reinvestment Period may Terminate Early

The Reinvestment Period may terminate early if, among other things, any of the following occur: (a) acceleration of the Notes following a Note Event of Default or (b) the Collateral Manager certifies to the Issuer that it is unable to invest in additional Collateral Debt Obligations in accordance with the Collateral Management Agreement. Early termination of the Reinvestment Period could adversely affect returns to the Subordinated Noteholders and may also cause the holders of Rated Notes to receive principal payments earlier than anticipated.

The Collateral Manager May Reinvest After the End of the Reinvestment Period

After the end of the Reinvestment Period, the Collateral Manager may continue to reinvest Unscheduled Principal Proceeds received in respect of Collateral Debt Obligations and the Sale Proceeds from the sale of Credit Impaired Obligations, subject to certain conditions set forth in the Collateral Management Agreement. See “*Reinvestment of Collateral Debt Obligations - Following the Expiry of the Reinvestment Period*” below. Reinvestment of Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations will likely have the effect of extending the Weighted Average Life of the Collateral Debt Obligations and the average lives of the Notes.

Certain Actions May Prevent the Failure of Coverage Tests and a Note Event of Default

Investors should note that, pursuant to the Transaction Documents and subject to certain conditions specified therein:

- (a) the Issuer may issue additional Notes and apply the net proceeds to acquire Collateral Debt Obligations or (in the case of a further issuance of Subordinated Notes) apply such net proceeds as Interest Proceeds or to another Permitted Use (see Condition 17 (*Additional Issuance*));
- (b) the Collateral Manager may, pursuant to the Priorities of Payments, apply funds by either deferring, designating for reinvestment in Collateral Debt Obligations or the purchase of Notes pursuant to Condition 7(k) (*Purchase*) or irrevocably waiving all or a portion of the Collateral Management Fees that would otherwise have been payable to it (see the Priorities of Payments); and/or
- (c) the Collateral Manager may accept a Contribution from a Subordinated Noteholder, either by way of a cash contribution by such Noteholder or a designated portion of Interest Proceeds or Principal Proceeds that would otherwise be distributed on the Subordinated Notes of a Subordinated Noteholder, in each case to be applied to a Permitted Use (see Condition 2(k) (*Contributions*)).

Any such action could result in satisfaction of a Coverage Test that would otherwise be failing and therefore potentially decrease the occurrence of principal prepayments of the highest ranking Class of Notes. Likewise, any such action could prevent a Note Events of Default which would otherwise have occurred and therefore potentially result in the Notes continuing to be outstanding in circumstances where the Controlling Class may otherwise have had the right to direct the Trustee to accelerate the Notes. Consequentially, the average life of the Notes may be longer than it would otherwise be (see “*Average Life and Prepayment Considerations*” below).

Additional Issuances of Notes

At any time, subject to certain conditions, the Issuer may issue additional Notes, either proportionately across all Classes or just of Subordinated Notes. If the conditions for such additional issuance pursuant to Condition 17 (*Additional Issuance*) are met and the consent of the Collateral Manager has been obtained, such additional Notes may be issued without the consent of the Noteholders (save for the Subordinated Noteholders acting by way of Ordinary Resolution, the Retention Holder and, in the case of the issuance of additional Class A Notes, the Class A Noteholders acting by way of Ordinary Resolution). There can be no assurance as to whether such additional issuance of Notes will affect the secondary market price or liquidity of the Notes. The Collateral Manager may have reasons to withhold its consent to an additional issuance of Notes even if such additional issuance would be in the best interest of the Issuer or the Noteholders generally.

In respect of an issuance of additional Notes, the holders of the relevant Class of Notes in respect of which additional Notes are issued shall be afforded the opportunity to purchase additional Notes of the relevant Class in an amount not to exceed the percentage of the relevant Class of Notes each holder held immediately prior to the issuance of such additional Notes. To the extent that an existing Noteholder determines not to purchase such additional Notes, or purchases only a portion of its entitlement thereof, the proportion of the Notes held by such holder may be diluted following such additional issuance of Notes. Further, this requirement does not apply to any additional issuance of Subordinated Notes if such issuance is required in order to prevent or cure an EU Retention Deficiency for any reason. Accordingly, the proportion of Subordinated Notes held by a Subordinated Noteholder may be diluted following an additional issuance of Subordinated Notes. See Condition 17 (*Additional Issuance*).

Limited Recourse Obligations

The Notes are limited recourse obligations of the Issuer and are payable solely from amounts received in respect of the Collateral securing the Notes. Payments on the Notes both prior to and following enforcement of the security over the Collateral are subordinated to the prior payment of certain fees and expenses of, or payable by, the Issuer and to payment of principal and interest on prior ranking Classes of Notes. See Condition 4(c) (*Limited Recourse and Non-Petition*). None of the Collateral Manager, the Noteholders of any Class, the Placement Agent, the Arranger, the Trustee, the Liquidity Facility Provider, any Agent, any Hedge Counterparty or any Affiliates of any of the foregoing or the Issuer's Affiliates or any other person or entity (other than the Issuer) will be obliged to make payments on the Notes of any Class. Consequently, Noteholders must rely solely on distributions on the Collateral Debt Obligations and other Collateral securing the Notes for the payment of principal, discount, interest and premium, if any, thereon. There can be no assurance that the distributions on the Collateral Debt Obligations and other Collateral securing the Notes will be sufficient to make payments on any Class of Notes after making payments on more senior Classes of Notes and certain other required amounts to other creditors ranking senior to or pari passu with such Class pursuant to the Priorities of Payments. If distributions on the Collateral are insufficient to make payments on the Notes, no other assets (and, in particular, no assets of the Collateral Manager, the Noteholders, the Placement Agent, the Trustee, the Liquidity Facility Provider, any Agent, any Hedge Counterparty, or any Affiliates of any of the foregoing) will be available for payment of the deficiency and following realisation of the Collateral and the application of the proceeds thereof in accordance with the Priorities of Payments, the obligations of the Issuer to pay such deficiency shall be extinguished. Such shortfall will be borne (as amongst the Noteholders) by (a) firstly, the Subordinated Noteholders; (b) secondly, the Class F Noteholders; (c) thirdly, the Class E Noteholders; (d) fourthly, the Class D Noteholders; (e) fifthly, the Class C Noteholders; (f) sixthly, the Class B Noteholders and (f) lastly, the Class A Noteholders, in each case in accordance with the Priorities of Payments.

In addition none of the Noteholders nor the Trustee nor any other Secured Party (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, reorganisation, arrangement, insolvency, examinership, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the Notes, the Trust Deed or otherwise owed to the Noteholders, save for lodging a claim in the liquidation of the Issuer which is initiated by another party (which is not an Affiliate of such party) or taking proceedings to obtain a declaration as to the obligations of the Issuer nor shall any of them have a claim arising in respect of the share capital of the Issuer.

Failure of a Court to Enforce Non-Petition Obligations will Adversely Affect Noteholders

Each Noteholder will agree, and each beneficial owner of Notes will be deemed to agree, pursuant to the Trust Deed, that it will be subject to non-petition covenants. If such provision failed to be enforceable under applicable bankruptcy laws, and a winding-up (or similar) position was presented in respect of the Issuer, then the presentation of such a petition could (subject to certain Conditions) result in one or more payments on the Notes made during the period prior to such presentation being deemed to be preferential transfers subject to avoidance by the bankruptcy trustee or similar official exercising authority with respect to the Issuer's bankruptcy estate. It could also result in the bankruptcy court, trustee or receiver liquidating the assets of the Issuer without regard to any votes or directions required for such liquidation pursuant to the Trust Deed and could result in any payments under

the Notes made during the period prior to such presentation being deemed to be a fraudulent or improper disposition of the Issuer's assets.

Subordination of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes

Except as described below, the Class B Notes are fully subordinated to the Class A Notes; the Class C Notes are fully subordinated to the Class A Notes, the Class B Notes; the Class D Notes are fully subordinated to the Class A Notes, the Class B Notes and the Class C Notes; the Class E Notes are fully subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; the Class F Notes are fully subordinated to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes; and the Subordinated Notes are fully subordinated to the Rated Notes.

The payment of principal and interest on any other Classes of Notes may not be made until all payments of principal and interest due and payable on any Classes of Notes ranking in priority thereto pursuant to the Priorities of Payments have been made in full. Payments on the Subordinated Notes will be made by the Issuer to the extent of available funds and no payments thereon will be made until the payment of certain fees and expenses have been made and until interest on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class M-2 Subordinated Notes has been paid and, subject always to the right of the Collateral Manager on behalf of the Issuer to transfer amounts which would have been payable on the Subordinated Notes to the Collateral Enhancement Account to be applied in the acquisition or exercise of rights under Collateral Enhancement Debt Obligations and the requirement to transfer amounts to the Principal Account to be applied in the acquisition of Collateral Debt Obligations to the extent necessary to cause such threshold to be met, following such acquisition or to redeem the Rated Notes, in the event that the Interest Diversion Test is not satisfied on and after the Effective Date. Investors should note that, pursuant to the Liquidity Facility Agreement, the Issuer may obtain Liquidity Drawings for the purpose of payment of any shortfall in the amount available to pay amounts due and payable pursuant to the Priorities of Payment, subject to the conditions set out therein (see "*Description of the Liquidity Facility Agreement*"). As such, Liquidity Drawings may be obtained to pay amounts payable pursuant to the Priorities of Payment which rank lower than one or more Classes of Notes, including in payment of Collateral Management Fees or distributions to the Subordinated Noteholders. Any such Liquidity Drawing will be repayable by the Issuer senior to payments on the Notes and, as a result, any such Liquidity Drawing would have the effect of increasing the leverage inherent in the holding of any Class of Notes payment on which would rank senior to the relevant payment funded by such Liquidity Drawing.

Non-payment of any Interest Amount due and payable in respect of the Class A Notes or the Class B Notes on any Payment Date will constitute a Note Event of Default (where such non-payment continues for a period of at least five Business Days or seven Business Days in the case of an administrative error or omission). Failure on the part of the Issuer to pay Interest Amounts due and payable on the Class C Notes, Class D Notes, Class E Notes or Class F Notes pursuant to Condition 6 (*Interest*) and the Priorities of Payment will not constitute a Note Event of Default unless following a Frequency Switch Event only: following redemption in full of the Class A Notes and the Class B Notes, the Issuer fails to pay any Interest Amounts in respect of the Class C Notes when the same becomes due and payable; following redemption in full of the Class C Notes, the Issuer fails to pay any Interest Amounts in respect of the Class D Notes when the same becomes due and payable; following redemption in full of the Class D Notes, the Issuer fails to pay any Interest Amounts in respect of the Class E Notes when the same becomes due and payable; and following redemption in full of the Class E Notes, the Issuer fails to pay any Interest Amounts in respect of the Class F Notes when the same becomes due and payable, (in each case where such non-payment continues for a period of at least five Business Days or seven Business Days in the case of an administrative error or omission). In such circumstances, the Controlling Class, acting by way of an Ordinary Resolution, may request the Trustee to accelerate the Notes pursuant to Condition 10 (*Events of Default*).

In the event of any redemption in full or acceleration of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes will also be subject to automatic redemption and/or acceleration and the Collateral will, in each case, be liquidated. Liquidation of the Collateral at such time or remedies pursued by the Trustee upon enforcement of the security over the Collateral

could be adverse to the interests of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders or the Subordinated Noteholders, as the case may be. To the extent that any losses are incurred by the Issuer in respect of any Collateral, such losses will be borne first by the Subordinated Noteholders, then by the Class F Noteholders, then by the Class E Noteholders, then by the Class D Noteholders, then by the Class C Noteholders, then by the Class B Noteholders and finally, by the Class A Noteholders. Remedies pursued on behalf of the Class A Noteholders could be adverse to the interests of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders. Remedies pursued on behalf of the Class B Noteholders could be adverse to the interests of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders. Remedies pursued on behalf of the Class C Noteholders could be adverse to the interests of the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders. Remedies pursued on behalf of the Class D Noteholders could be adverse to the interests of the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders. Remedies pursued on behalf of the Class E Noteholders could be adverse to the interests of the Class F Noteholders and the Subordinated Noteholders. Remedies pursued on behalf of the Class F Noteholders could be adverse to the interests of the Subordinated Noteholders.

The Trust Deed provides that in the event of any conflict of interest among or between the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, the interests of the Controlling Class will prevail. If the holders of the Controlling Class do not have an interest in the outcome of the conflict, the Trustee shall give priority to the interests of: (i) the Class B Noteholders over the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (ii) the Class C Noteholders over the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (iii) the Class D Noteholders over the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (iv) the Class E Noteholders over the Class F Noteholders and the Subordinated Noteholders and (v) the Class F Noteholders over the Subordinated Noteholders. In the event that the Trustee shall receive conflicting or inconsistent requests from two or more groups of holders of the Controlling Class (or another Class is given priority as described in this paragraph), the Trustee shall give priority to the group which holds the greater aggregate Principal Amount Outstanding of the Notes Outstanding of such Class. The Trust Deed provides further that the Trustee will act upon the directions of the holders of the Controlling Class (or other Class given priority as described in this paragraph) in such circumstances, and shall not be obliged to consider the interests of the holders of any other Class of Notes. See Condition 14(e) (*Entitlement of the Trustee and conflicts of interest*).

Amount and Timing of Payments

To the extent that interest payments on the Class C Notes, the Class D Notes or the Class E Notes are not made on a relevant Payment Date, such unpaid interest amounts will be deferred and the amount thereof added to the principal amount Outstanding of the Class C Notes, the Class D Notes or the Class E Notes as the case may be, and earn interest at the interest rate applicable to such Notes. Any failure to pay scheduled interest on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class M-2 Subordinated Notes or to pay residual interest and principal on the Subordinated Notes at any time, due to there being insufficient funds available to pay such interest in accordance with the applicable Priority of Payments, will not be a Note Event of Default.

Payments of interest and principal on the Subordinated Notes will only be made to the extent that there are Interest Proceeds and Principal Proceeds available for such purpose in accordance with the Priorities of Payments. No interest or principal may therefore be payable on the Subordinated Notes for an unlimited period of time, to maturity or at all.

Investment in the Notes of any Class involves a degree of risk arising from fluctuations in the amount and timing of receipt of the principal and interest on the Collateral Debt Obligations by or on behalf of the Issuer and the amounts of the claims of creditors of the Issuer ranking in priority to the holders of each Class of the Notes. In particular, prospective purchasers of such Notes should be aware that the amount and timing of payment of the principal and interest on the Collateral Debt Obligations will depend upon the detailed terms of the documentation

relating to each of the Collateral Debt Obligations and on whether or not any Obligor thereunder defaults in its obligations.

Reports Provided by the Collateral Administrator Will Not Be Audited

The Monthly Reports made available to Noteholders will be compiled by the Collateral Administrator, on behalf of the Issuer, in consultation with and based on certain information provided to it by the Collateral Manager. Information in the reports will not be audited nor will reports include a review or opinion by a public accounting firm.

Ratings of the Rated Notes Not Assured and Limited in Scope

A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal by any Rating Agency at any time. Credit ratings represent a rating agency's opinion regarding the credit quality of an asset but are not a guarantee of such quality. There is no assurance that a rating accorded to any of the Notes will remain for any given period of time or that a rating will not be lowered or withdrawn entirely by a Rating Agency if, in its judgement, circumstances in the future so warrant. In the event that a rating initially assigned to any of the Notes is subsequently lowered for any reason, no person or entity is required to provide any additional support or credit enhancement with respect to any such Notes and the market value of such Notes is likely to be adversely affected.

Prospective investors in the Notes should be aware that as a result of the recent economic events, Rating Agencies have undertaken extensive reviews of their rating methodology and criteria used to rate notes issued as part of CLO transactions. This could impact on the ratings assigned to the Notes after the Issue Date and potentially result in the downgrade or withdrawal thereof following the Issue Date.

The Rating Agencies may change their published ratings criteria or methodologies for securities such as the Rated Notes at any time in the future. Further, the Rating Agencies may retroactively apply any new standards to the ratings of the Rated Notes. Any such action could result in a substantial lowering (or even withdrawal) of any rating assigned to any Rated Note, despite the fact that such Rated Note might still be performing fully to the specifications set forth for such Rated Note in this Offering Circular and the Transaction Documents. The rating assigned to any Rated Note may also be lowered following the occurrence of an event or circumstance despite the fact that the related Rating Agency previously provided confirmation that such occurrence would not result in the rating of such Rated Note being lowered. Additionally, any Rating Agency may, at any time and without any change in its published ratings criteria or methodology, lower or withdraw any rating assigned by it to any Class of Rated Notes. If any rating initially assigned to any Note is subsequently lowered or withdrawn for any reason, holders of the Notes may not be able to resell their Notes without a substantial discount. Any reduction or withdrawal to the ratings on any Class of Rated Notes may significantly reduce the liquidity of the Notes and may adversely affect the Issuer's ability to make certain changes to the composition of the Collateral.

As at the date of this Offering Circular, each of the Rating Agencies is established in the European Union and is registered under CRA3. As such each Rating Agency is included in the list of credit rating agencies published by ESMA on its website in accordance with CRA3. ESMA may determine that one or both of the Rating Agencies no longer qualifies for registration under CRA3 and that determination may also have an adverse effect on the market prices and liquidity of the Rated Notes.

Rating Agencies may refuse to give rating agency confirmations

Historically, many actions by issuers of collateralised loan obligation vehicles (including but not limited to issuing additional securities and amending relevant agreements) have been conditioned on receipt of confirmation from the applicable rating agencies that such action would not cause the ratings on the applicable securities to be reduced or withdrawn. Recently, certain rating agencies have changed the manner and the circumstances under which they are willing to provide such confirmation and have indicated reluctance to provide confirmation in the future, regardless of the requirements of the Trust Deed and the other Transaction Documents. If the Transaction Documents require that written confirmation from a Rating Agency be obtained before certain actions may be taken and an applicable

Rating Agency is unwilling to provide the required confirmation, it may be impossible to effect such action, which could result in losses being realised by the Issuer and, indirectly, by holders of the Notes.

If a Rating Agency announces or informs the Trustee, the Collateral Manager or the Issuer that confirmation from such Rating Agency is not required for a certain action or that its practice is to not give such confirmations for certain types of actions, the requirement for confirmation from such Rating Agency will not apply. Further, in connection with the Effective Date, if either Rating Agency has not yet confirmed its initial ratings of the applicable Rated Notes or, in the case of Moody's, it has not been deemed to have provided such confirmation, the applicable Rated Notes will be subject to redemption in part in an amount and in the manner described under Condition 7(e) (*Redemption upon Effective Date Rating Event*). There can be no assurance that a Rating Agency will provide such rating confirmations upon request, regardless of the terms agreed to among transaction participants, or not subsequently withdraw or downgrade its ratings on one or more Classes of Rated Notes, which could materially adversely affect the value or liquidity of the Notes.

Requirements imposed on Rating Agencies could result in withdrawal of ratings if certain actions are not taken by the Arranger

On 2 June 2010, certain amendments to Rule 17g-5 under the Exchange Act promulgated by the SEC became effective. Amended Rule 17g-5 requires each rating agency providing a rating of a structured finance product (such as this transaction) paid for by the "arranger" (defined as the issuer, the underwriter or the sponsor) to obtain an undertaking from the arranger to (i) create a password protected website, (ii) post on that website all information provided to the rating agency in connection with the initial rating of any Class of Rated Notes and all information provided to the rating agency in connection with the surveillance of such rating, in each case, contemporaneous with the provision of such information to the applicable rating agency and (iii) provide access to such website to other rating agencies that have made certain certifications to the arranger regarding their use of the information. In this transaction, the "arranger" is the Issuer.

Each Rating Agency must be able to reasonably rely on the arranger's certifications. If the arranger does not comply with its undertakings to any Rating Agency with respect to this transaction, such Rating Agency may withdraw its ratings of the Rated Notes. In such case, the withdrawal of ratings by any Rating Agency may adversely affect the price or transferability of the Rated Notes and may adversely affect any beneficial owner that relies on ratings of securities for regulatory or other compliance purposes.

Under Rule 17g-5, rating agencies providing the requisite certifications described above may issue unsolicited ratings of the Rated Notes which may be lower and, in some cases, significantly lower than the ratings provided by the Rating Agencies. The unsolicited ratings may be issued prior to, on or after the Issue Date and will not be reflected herein. Issuance of any unsolicited rating will not affect the issuance of the Notes. A rating agency that has reviewed the transaction may have a fundamentally different methodology or approach to or opinion of the structure or the nature or quality of all or some of the underlying Collateral Debt Obligations which may result in a view or rating which differs significantly from the ratings assigned by the Rating Agencies. Such unsolicited ratings could have a material adverse effect on the price and liquidity of the Rated Notes and, for regulated entities, could adversely affect the value of the Rated Notes as an investment or the capital treatment of the Rated Notes.

The SEC may determine that one or both of the Rating Agencies no longer qualifies as a nationally recognised statistical rating organisation (an "NRSRO") for purposes of the federal securities laws and that determination may also have an adverse effect on the market prices and liquidity of the Rated Notes.

Actions of any Rating Agency can adversely affect the market value or liquidity of the Notes

The SEC adopted Rule 15Ga-2 and Rule 17g-10 to the United States Securities Exchange Act of 1934, on 27 August 2014, which require certain filings or certifications to be made in connection with the performance of "due diligence services" for rated asset-backed securities on or after 15 June 2015. Under Rule 17g-10, a provider of third-party due diligence services must provide to each nationally recognised statistical rating organisation that is rating the applicable transaction, a written certification in a prescribed form (which obligation may be satisfied if the Issuer posts such certification in the required form to the Rule 17g-5 website referred to above, maintained in

connection with the transaction). It is presently unclear what, if any, services provided or to be provided by third parties to the Issuer in connection with the transaction described in this Offering Circular, would constitute “due diligence services” under Rule 17g-10, and consequently, no assurance can be given as to whether any certification will be posted by the Issuer or delivered by any applicable third party service provider to the Rating Agencies in circumstances where such certification is deemed to have been required under the rules. If the Issuer or any third party that provides due diligence services to the Issuer does not comply with its obligations under Rule 17g-10, the Rating Agencies may withdraw (or fail to confirm) their ratings of the Notes. In such case, the price or transferability of the Notes (and any beneficial owner of Notes that relies on ratings of securities for regulatory or other compliance purposes) may be adversely affected.

Average Life and Prepayment Considerations

The Maturity Date of the Notes is the Payment Date falling on 23 April 2030 (subject to adjustment for non-Business Days); however, the principal of the Notes of each Class is expected to be repaid in full prior to the Maturity Date. Average life refers to the average amount of time that will elapse from the date of delivery of a Note until each Euro of the principal of such Note will be paid to the investor. The average lives of the Notes will be determined by the amount and frequency of principal payments, which are dependent upon, among other things, the amount of payments received at or in advance of the scheduled maturity of the Collateral Debt Obligations (whether through sale, maturity, redemption, default or other liquidation or disposition). The actual average lives and actual maturities of the Notes will be affected by the financial condition of the obligors of the underlying Collateral Debt Obligations and the characteristics of such assets, including the existence and frequency of exercise of any optional or mandatory redemption features, the prevailing level of interest rates, the redemption price, any prepayment fees, the actual default rate, the actual level of recoveries on any Defaulted Obligations and the timing of defaults and recoveries, and the frequency of tender or exchange offers for such Collateral Debt Obligations. Collateral Debt Obligations may be subject to optional prepayment by the Obligor of such loans. Any disposition of a Collateral Debt Obligation may change the composition and characteristics of the remaining Portfolio and the rate of payment thereon and, accordingly, may affect the actual average lives of the Notes. The rate of and timing of future defaults and the amount and timing of any cash realisation from Defaulted Obligations also will affect the maturity and average lives of the Notes.

Projections, forecasts and estimates are forward looking statements and are inherently uncertain

Estimates of the average lives of the Notes, the amount of the estimated fair value of the Notes and the U.S. Retained Interest, the amount of the U.S. Retained Interest that the Retention Holder expects to retain on the Issue Date, the assumed interest rates/discount yields on the Notes, and certain information appearing under the headings “Risk Factors” (including, without limitation, “Risk Factors—Relating to the Notes—Estimated fair values” and “Risk Factors—Relating to the Notes—Estimates of the fair value of the Notes involve a significant degree of subjective judgment, and, as a result, are inherently uncertain” (including the characteristics of the Collateral as of the calculation date of the fair value, assumed default rates, assumed recovery rates, assumed prepayment rates, the assumed ability to reinvest, the nature of such assumed reinvestments and decisions that the Subordinated Noteholders may make regarding future optional redemptions), together with any projections, forecasts and estimates provided to prospective purchasers of the Notes, are forward-looking statements. Projections are necessarily speculative in nature, and it should be expected that some or all of the assumptions underlying the projections will not materialise or will vary significantly from actual results. Accordingly, actual results will vary from the projections, and such variations may be material. Some important factors that could cause actual results to differ materially from those in any forward-looking statements include changes in interest rates, exchange rates and default and recovery rates; market, financial or legal uncertainties; the timing of acquisitions of Collateral Debt Obligations; differences in the actual allocation of Collateral Debt Obligations among asset categories from those assumed; mismatches between the time of accrual and receipt of Interest Proceeds from the Collateral Debt Obligations. None of the Issuer, the Collateral Manager, the Trustee, the Placement Agent, the Arranger, the Collateral Administrator or any other party to this transaction or any of their respective Affiliates has any obligation to update or otherwise revise any projections, forecasts or estimates, including any revisions to reflect changes in economic conditions or other circumstances arising after the date of this Offering Circular or to reflect the occurrence of unanticipated events.

Volatility of the Subordinated Notes

The Subordinated Notes represent a leveraged investment in the underlying Collateral Debt Obligations. Accordingly, it is expected that changes in the market value of the Subordinated Notes will be greater than changes in the market value of the underlying Collateral Debt Obligations, which themselves are subject to credit, liquidity, interest rate and other risks. Utilisation of leverage is a speculative investment technique and involves certain risks to investors and will generally magnify the Subordinated Noteholders' opportunities for gain and risk of loss. In certain scenarios, the Notes may not be paid in full, and the Subordinated Notes and one or more Classes of Rated Notes may be subject to a partial or a complete loss of invested capital. The Subordinated Notes represent the most junior securities in a leveraged capital structure. As a result, any deterioration in performance of the asset portfolio, including defaults and losses, a reduction of realised yield or other factors, will be borne first by holders of the Subordinated Notes, and then by the holders of the Rated Notes in reverse order of seniority.

In addition, the failure to meet certain Coverage Tests and/or the Interest Diversion Test will result in cash flows that may have been otherwise available for distribution to the Subordinated Notes, to pay interest on the Class M-2 Subordinated Notes, to pay interest on one or more subordinated Classes of Rated Notes or for reinvestment in Collateral Debt Obligations being applied on the next Payment Date to make principal payments on the more senior classes of Rated Notes until such Coverage Tests and/or the Interest Diversion Test have been satisfied. This feature will likely reduce the return on the Subordinated Notes and/or one or more subordinate Classes of Rated Notes and cause temporary or permanent suspension of distributions to the Subordinated Notes and/or one or more subordinate Classes of Rated Notes.

Issuer expenses (including management fees) are generally based on a percentage of the total asset portfolio of the Issuer, including the assets obtained through the use of leverage. Given the leveraged capital structure of the Issuer, expenses attributable to the Subordinated Notes will be higher because such expenses will be based on total assets of the Issuer.

Net Proceeds less than Aggregate Amount of the Notes

It is anticipated that the net proceeds received by the Issuer on the Issue Date from the issuance of the Notes will be less than the aggregate Principal Amount Outstanding of the Notes in full. Consequently, it is anticipated that on the Issue Date the Collateral would be insufficient to redeem the Notes in full upon the occurrence of a Note Event of Default on or about that date.

Security

Clearing Systems: Collateral Debt Obligations or other assets forming part of the Collateral which are in the form of securities (if any) will be held by the Custodian on behalf of the Issuer pursuant to the Agency Agreement. The Custodian will hold such assets which can be cleared through Euroclear in an account with Euroclear unless the Trustee otherwise consents and will hold the other securities comprising the Portfolio which cannot be so cleared (i) through its accounts with Clearstream, Luxembourg and The Depository Trust Company ("DTC"), as appropriate, and (ii) through its sub-custodians who will in turn hold such assets which are securities both directly and through any appropriate clearing system. Those assets held in clearing systems will not be held in special purpose accounts and will be fungible with other securities from the same issue held in the same accounts on behalf of the other customers of the Custodian or its sub custodian, as the case may be. A first fixed charge over the Portfolio will be created under English law pursuant to the Trust Deed on the Issue Date which will, in relation to the Collateral Debt Obligations that are held through the Custodian, take effect as a security interest over (i) the beneficial interest of the Issuer in its share of the pool of securities fungible with the relevant Collateral Debt Obligations held in the accounts of the Custodian for the benefit of the Issuer and (ii) the Issuer's ancillary contractual rights against the Custodian in accordance with the terms of the Agency Agreement (as defined in the Conditions) which may expose the Secured Parties to the risk of loss in the case of a shortfall of such securities in the event of insolvency of the Custodian or its sub-custodian.

In addition, custody and clearance risks may be associated with Collateral Debt Obligations or other assets comprising the Portfolio which are securities that do not clear through The Depository Trust Company ("DTC"),

Euroclear or Clearstream, Luxembourg. There is a risk, for example, that such securities could be counterfeit, or subject to a defect in title or claims to ownership by other parties, including custody liens imposed by standard custody terms at various stages in the chain of intermediary ownership of such Collateral Debt Obligations.

Any risk of loss arising from any insufficiency or ineffectiveness of the security for the Notes or the custody and clearance risks which may be associated with assets comprising the Portfolio will be borne by the Noteholders without recourse to the Issuer, the Placement Agent, the Arranger, the Trustee, the Collateral Manager, the Collateral Administrator, the Custodian, the Hedge Counterparties or any other party.

Fixed Security: Although the security constituted by the Trust Deed over the Collateral held from time to time, including the security over the Accounts, is expressed to take effect as a fixed charge, it may (as a result of, among other things, the substitutions of Collateral Debt Obligations or Eligible Investments contemplated by the Collateral Management Agreement and the payments to be made from the Accounts in accordance with the Conditions and the Trust Deed) take effect as a floating charge which, in particular, would rank after a subsequently created fixed charge. However, the Issuer has covenanted in the Trust Deed not to create any such subsequent security interests (other than those permitted under the Trust Deed) without the consent of the Trustee.

Resolutions, Amendments and Waivers

The Conditions and the Trust Deed contain detailed provisions governing modification of the Conditions and the Transaction Documents and the convening of meetings and passing of Resolutions by the Noteholders. Certain key risks relating to these provisions are summarised below.

Decisions may be taken by Noteholders by way of Ordinary Resolution, Extraordinary Resolution or Unanimous Resolution, in each case, either acting together or, to the extent specified in any applicable Transaction Document, as a Class of Noteholders acting independently. Such Resolutions can be effected either at a duly convened meeting of the applicable Noteholders or by the applicable Noteholders resolving in writing. Meetings of the Noteholders may be convened by the Issuer, the Trustee or by one or more Noteholders holding not less than 10 per cent of the aggregate Principal Amount Outstanding of the Notes of a particular Class, subject to certain conditions including minimum notice periods.

The Trustee may, in its discretion, determine that any proposed Ordinary Resolution, Extraordinary Resolution or Unanimous Resolution affects only the holders of one or more Classes of Notes, in which event the required quorum and minimum percentage voting requirements of such Ordinary Resolution or Extraordinary Resolution may be determined by reference only to the holders of that Class or Classes of Notes.

In the event that a meeting of Noteholders is called to consider a Resolution, determination as to whether the requisite number of Notes has been voted in favour of such Resolution will be determined by reference to the percentage which the Notes voted in favour represent of the total amount of Notes voted in respect of such Resolution and not the aggregate Principal Amount Outstanding of all such Notes held or represented by any person or persons entitled to vote at such meeting. This means that a lower percentage of Noteholders may pass a Resolution (other than a Unanimous Resolution) which is put to a meeting of Noteholders than would be required for a Written Resolution in respect of the same matter.

There are, however, quorum provisions which provide that a minimum number of Noteholders representing a minimum amount of the aggregate Principal Amount Outstanding of the applicable Class or Classes of Notes be present at any meeting to consider an Extraordinary Resolution, an Ordinary Resolution or a Unanimous Resolution. In the case of an Extraordinary Resolution, this is one or more persons holding or representing not less than 66⅔ per cent. of the aggregate Principal Amount Outstanding of each Class of Notes (or the relevant Class or Classes only, if applicable), in the case of an Ordinary Resolution this is one or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding of each Class of Notes (or the relevant Class or Classes only, if applicable) and in the case of a Unanimous Resolution this is one or more persons holding or representing 100 per cent. of the aggregate Principal Amount Outstanding of each Class of Notes (or the relevant Class or Classes only, if applicable). Such quorum provisions (other than for a Unanimous Resolution) still, however, require considerably lower thresholds than would be required for a Written Resolution.

In addition, in the event that a quorum requirement is not satisfied at any meeting, other than in the case of a Unanimous Resolution meeting, lower quorum thresholds will apply at any meeting previously adjourned for want of quorum as set out in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and in the Trust Deed.

Certain decisions, including the removal of the Collateral Manager, instructing the Trustee to accelerate the Notes and instructing the Trustee to sell the Collateral following the acceleration of the Notes require authorisation by way of the Noteholders of a Class or Classes (acting by way of Extraordinary Resolution).

Notes that are in the form of CM Non-Voting Exchangeable Notes or CM Non-Voting Notes will have no right to vote in connection with and will not be counted for the purposes of determining a quorum or the result of voting on any CM Removal Resolution or any CM Replacement Resolution.

Any Notes (including Rated Notes and Subordinated Notes) held by or on behalf of the Collateral Manager or any of its respective Affiliates, shall have no voting rights with respect to, and shall not be counted for the purposes of determining a quorum and the results of, voting on any CM Removal Resolution or CM Replacement Resolution.

Notes constituting the Controlling Class that are in the form of CM Non-Voting Exchangeable Notes or CM Non-Voting Notes will have no right to vote in connection with and will not be counted for the purposes of determining a quorum or the result of voting on any CM Removal Resolution or any CM Replacement Resolution. As a result, for so long as the Class A Notes, Class B Notes, Class C Notes or Class D Notes constitute the Controlling Class, only Notes of such Class that are in the form of CM Voting Notes may vote and be counted in respect of a CM Removal Resolution or a CM Replacement Resolution. Notes in the form of CM Voting Notes may form a small percentage of the Controlling Class and/or be held by a concentrated group of Noteholders. Investors should be aware that such CM Voting Notes will be entitled to vote to pass a CM Removal Resolution or a CM Replacement Resolution and the remaining percentage of the Controlling Class (in the form of CM Non-Voting Exchangeable Notes and/or CM Non-Voting Notes) will be bound by such Resolution. Furthermore, investors should be aware that if the entirety of the Class A Notes which represents the most senior Class outstanding is held in the form of CM Non-Voting Exchangeable Notes and/or CM Non-Voting Notes, as the holders of such Class will not be entitled to vote in respect of a CM Removal Resolution or CM Replacement Resolution, such right shall pass to a more junior Class of Notes. Certain amendments and modifications may be made without the consent of Noteholders. See Condition 14(c) (*Modification and Waiver*). Such amendment or modification could have an adverse impact on certain Noteholders.

Certain entrenched rights relating to the Terms and Conditions of the Notes including the currency thereof, Payment Dates applicable thereto, the Priorities of Payments, the provisions relating to quorums and the percentages of votes required for the passing of an Extraordinary Resolution and/or Unanimous Resolution (as applicable), cannot be amended or waived by way of Ordinary Resolution but require an Extraordinary Resolution or Unanimous Resolution (as applicable). It should however be noted that certain amendments (other than amendments requiring a Unanimous Resolution) may still be effected and waivers may still be granted in respect of such provisions in circumstances where not all Noteholders agree with the terms thereof and any amendments or waivers once passed in accordance with the provisions of the Terms and Conditions of the Notes and the provisions of the Trust Deed will be binding on all such dissenting Noteholders.

Each Hedge Counterparty may also need to be notified and its consent required to the extent provided for in the applicable Hedge Agreement in respect of a modification, amendment or supplement to any provision of a Transaction Document. Any such consent, if withheld in accordance with the terms of the applicable Hedge Agreement, may prevent the Transaction Documents from being modified, amended or supplemented in a manner which may be beneficial to Noteholders or alternatively trigger an additional termination event under the applicable Hedge Agreement. Furthermore, the Collateral Manager will also need to be notified and its consent required to the extent that any material amendment is to be made to a provision of a Transaction Document. The Collateral Manager may have reasons to withhold its consent to a material amendment to a provision of a Transaction Document even if such material amendment would be in the best interest of the Issuer or the Noteholders generally.

In addition to the Trustee's right to agree to changes to the Transaction Documents to correct a manifest error, or to changes which, in its opinion, are not materially prejudicial to the interests of the Noteholders of any Class without the consent of the Noteholders, modifications may also be made and waivers granted in respect of certain other matters, which the Trustee is obliged to consent to without the consent of the Noteholders as set out in Condition 14(c) (*Modification and Waiver*).

Concentrated Ownership of one or more Classes of Notes

If at any time one or more investors that are affiliated owners hold a majority of one or more Classes of Notes, it may be more difficult for other investors to take certain actions that require consent of the one or more Classes of Notes without their consent. For example, a majority of the Subordinated Notes may by way of an Ordinary Resolution direct an optional redemption of all of the Notes.

Enforcement Rights Following a Note Event of Default

If a Note Event of Default occurs and is continuing, the Trustee may, at its discretion, and shall, at the request of the Controlling Class acting by way of Ordinary Resolution (subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), give notice to the Issuer and the Collateral Manager that all the Notes are immediately due and repayable, provided that following a Note Event of Default described in paragraph (vi) or (vii) of Condition 10(a) (*Note Events of Default*) shall occur, such notice shall be deemed to have been given and all the Notes shall automatically become immediately due and repayable.

At any time after the Notes become due and repayable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion, and shall, if so directed by the Controlling Class acting by way of Ordinary Resolution (subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), take Enforcement Action (as defined in the Conditions) in respect of the security over the Collateral provided that no such Enforcement Action may be taken by the Trustee unless: (A) it determines that the anticipated proceeds realised from such Enforcement Action (after deducting any expenses properly incurred in connection therewith) would be sufficient to discharge in full all amounts due and payable in respect of all Classes of Notes other than the Subordinated Notes (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority thereto pursuant to the Post-Acceleration Priority of Payments; (B) otherwise, in the case of a Note Event of Default specified in subparagraphs (i), (ii), or (iv) of Condition 10(a) (*Note Events of Default*) the Controlling Class acting by way of Ordinary Resolution (and no other Class of Notes) may direct the Trustee to take Enforcement Action without regard to any other Note Event of Default which has occurred prior to, contemporaneously or subsequent to such Note Event of Default; or (C) in the case of any other Note Event of Default, each Class of Rated Notes acting independently by way of Ordinary Resolution may direct the Trustee to take Enforcement Action (subject to being indemnified and/or secured and/or prefunded to its satisfaction).

The requirements described above could result in the Controlling Class being unable to procure enforcement of the security over the Collateral in circumstances in which they desire such enforcement and may also result in enforcement of such security in circumstances where the proceeds of liquidation thereof would be insufficient to ensure payment in full of all amounts due and payable in respect of the Notes in accordance with the Priorities of Payments and/or at a time when enforcement thereof may be adverse to the interests to certain Classes of Notes and, in particular, the Subordinated Notes.

Certain ERISA Considerations

Under a regulation of the U.S. Department of Labor (29 C.F.R. Section 2510.3-101), as modified, if certain employee benefit plans or other retirement arrangements subject to the U.S. Employee Retirement Income Security Act of 1974, as amended, ("**ERISA**") or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended, (the "**Code**") or entities whose underlying assets are treated as assets of such plans or arrangements (collectively, "**Plans**") invest in the Class E Notes, the Class F Notes or the Subordinated Notes, the assets of the Issuer could be considered to be assets of such Plans and certain of the transactions contemplated under such Notes could be

considered “prohibited transactions” under Section 406 of ERISA or Section 4975 of the Code. See the section entitled “*Certain ERISA Considerations*” below.

Forced Transfer

Each initial purchaser of an interest in a Rule 144A Note and each transferee of an interest in a Rule 144A Note will be deemed to represent at the time of purchase that, amongst other things, the purchaser is both a QIB and a QP. In addition each Noteholder will be deemed or in some cases required to make certain representations in respect of ERISA.

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer determines at any time that any holder of an interest in a Rule 144A Note is a U.S. person as defined under Regulation S under the Securities Act (a “**U.S. Person**” and is not both a QIB and a QP (any such person, a “**Non-Permitted Holder**”) or a Noteholder is a Non-Permitted ERISA Holder, the Issuer shall send notice to such Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) demanding that such Noteholder transfer its interest to a person that is not a Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) within 30 days (or 10 days in the case of a Non-Permitted ERISA Holder) of the date of such notice. If such Noteholder fails to effect the transfer required within such 30-day period (or 10-day period in the case of a Non Permitted ERISA Holder), (a) the Issuer may cause such beneficial interest to be transferred in a sale to a person or entity that certifies to the Issuer, in connection with such transfer, that such person or entity either is not a U.S. Person or is a QIB and a QP and is not a Non-Permitted ERISA Holder (b) pending such transfer, no further payments will be made in respect of such beneficial interest.

A Noteholder may also be compelled by the Issuer to sell its Notes or the Issuer may sell such Noteholder’s interest on behalf of such Noteholder pursuant to Condition 2(i) (*Forced sale pursuant to Tax Account Reporting Rules*). See “*U.S. tax risks-FATCA*”.

Investment Company Act

The Issuer has not registered with the SEC as an investment company pursuant to the Investment Company Act, in reliance on an exemption under Section 3(c)(7) of the Investment Company Act for investment companies (a) whose outstanding securities are beneficially owned only by “qualified purchasers” (within the meaning given to such term in the Investment Company Act and the regulations of the SEC thereunder) and certain transferees thereof identified in Rule 3c-6 under the Investment Company Act and (b) which do not make a public offering of their securities in the United States.

If the SEC or a court of competent jurisdiction were to find that the Issuer is required, but in violation of the Investment Company Act had failed, to register as an investment company, possible consequences include, but are not limited to, the following: (i) the SEC could apply to a district court to enjoin the violation; (ii) investors in the Issuer could sue the Issuer and seek recovery of any damages caused by the violation; and (iii) any contract to which the Issuer is party could be declared unenforceable unless a court were to find that under the circumstances enforcement would produce a more equitable result than non enforcement and would not be inconsistent with the purposes of the Investment Company Act. Should the Issuer be subjected to any or all of the foregoing, the Issuer would be materially and adversely affected.

Each initial purchaser of an interest in a Rule 144A Note and each transferee of an interest in a Rule 144A Note will be deemed to represent at the time of purchase that, amongst other things, the purchaser is a QIB/QP.

The Trust Deed provides that if, notwithstanding the restrictions on transfer contained therein, the Issuer at any time determines that any holder of an interest in a Rule 144A Note (1) is a U.S. Person and (2) is not a QIB/QP (any such person, a “**Non-Permitted Holder**”), the Issuer shall, promptly after determination that such person is a Non-Permitted Holder by the Issuer, send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its interest outside the United States to a non-U.S. Person or to a person that is not a Non-Permitted Holder within 30 days of the date of such notice. If such Non-Permitted Holder fails to effect the transfer required within such 30 day period, (a) the Issuer shall cause such beneficial interest to be transferred in a sale to a person or entity that certifies to the Issuer, in connection with such transfer, that such person or entity

either is not a U.S. Person or is a QIB/QP and (b) pending such transfer, no further payments will be made in respect of such beneficial interest.

Estimated fair values

The estimated fair values, and description of inputs and assumptions used to derive such estimated fair values, are forward-looking statements being included in this Offering Circular solely for purposes of satisfying the disclosure requirements of the U.S. Risk Retention Rules and should not be relied upon by any Person for any other purpose, including for purposes of making an investment decision in the Notes or in assessing the value or future value of any of the Notes. See “*Risk Factors—Relating to the Notes—Projections, forecasts and estimates are forward looking statements and are inherently uncertain*”.

Specifically, for purposes of disclosures appearing in this Offering Circular under the heading “*U.S. Credit Risk Retention*”, the Collateral Manager will follow the requirements for valuation set forth in Accounting Standards Codification 820, “Fair Value Measurements and Disclosures” (“ASC 820”), which defines and establishes a framework for measuring fair value under U.S. generally accepted accounting principles. See “*Risk Factors—Estimates of the fair value of the Notes involve a significant degree of subjective judgment, and, as a result, are inherently uncertain*”. Because the Notes will be investments for which there is no, or a limited, liquid market, the fair value of the Notes may not be readily determinable. Accordingly, there is and can be no assurance that the value (or range of values) assigned by the Collateral Manager at a certain time will accurately reflect the value that will be realised by Noteholders upon the eventual disposition of the Notes.

Moreover, any value (or range of values) assigned by the Collateral Manager will only be an estimate as of a certain date, which is subject to uncertainties and contingencies, all of which are difficult to predict and beyond the control of the Collateral Manager. Some factors that could cause actual results to differ materially from the fair values described herein include the ultimate rating and pricing levels on the Notes, rates and timing of defaults, delinquencies, recoveries and prepayments on the Collateral Debt Obligations, selection and trading of Collateral Debt Obligations by the Collateral Manager, ongoing trading gains or losses, changes in interest rates or exchange rates, future reinvestment opportunities and timing of reinvestment, differences between the actual and assumed concentrations of Collateral Debt Obligations, mismatches between the time of accrual and receipt of Interest Proceeds on the Collateral Debt Obligations as well as market, financial and/or legal uncertainties. As a result, any such values (or range of values) are not intended to be, and should not be construed in any respect as, a guarantee of value or a statement as to the prices at which the Notes may actually be sold. For various reasons, the price at which Notes might be sold in a specific transaction between specific parties on a specific date may be significantly different than those set forth herein.

Prospective investors are advised that any information appearing in this Offering Circular under the heading “*U.S. Credit Risk Retention*” is not intended by the Collateral Manager or any of its affiliates, and should not be construed, to be investment advice with respect to the merits of any Notes or the transactions described in this Offering Circular, the suitability of investing in any Notes or any investment decision being considered by any prospective investor, or a recommendation to buy or sell any Notes.

Estimates of the fair value of the Notes involve a significant degree of subjective judgment, and, as a result, are inherently uncertain

The Collateral Manager will follow the provisions of ASC 820 for purposes of determining the fair value of the Notes. ASC 820 defines “fair value” as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. ASC 820 also establishes a three-tier fair value hierarchy, which prioritises the inputs used in determining fair value. These tiers include: Level 1, defined as observable inputs such as quoted prices in active markets; Level 2, which includes inputs such as quoted prices for similar securities in active markets and quoted prices for identical securities in markets that are not active; and Level 3, defined as unobservable inputs for which little or no market data exists, therefore requiring an entity to develop its own assumptions. Due to the general illiquidity of the market for the Notes, the Collateral Manager has estimated the fair value of the Notes based primarily or exclusively upon Level 3 inputs as of the calculation date of the fair value.

Such fair value determinations involve uncertainties and matters of significant judgment on the part of the Collateral Manager, including regarding interest rates, default rates, recovery rates, re-investment rates and prepayment rates and other factors, especially in the absence of broad markets with respect to a particular factor. This is especially the case with respect to the discounted cash flow model used by the Collateral Manager as the data used in such model may not be available or may become unavailable due to changes in market conditions, particularly for illiquid assets like the Notes, and particularly in times of financial instability. In such circumstances, the Collateral Manager will be required to make its own assumptions and determinations in order to establish fair value. Any such assumptions and determinations may be difficult to make and are inherently uncertain. In addition, discounted cash flow models are complex, making them inherently imperfect predictors of actual results. Given the uncertainty and subjectivity associated with fair valuing the Notes, there can be no assurance that any fair value determinations by the Collateral Manager will reflect the actual market value thereof, and it is possible that the fair value as determined by the Collateral Manager for any Class of Notes will be materially different from quoted or published prices, from the fair value determinations made by other Persons for the same Notes and/or from the actual value that could be or is realised upon the sale of such Notes.

Relating to the Collateral

The Portfolio

The decision by any prospective holder of Notes to invest in such Notes should be based, among other things (including, without limitation, the identity of the Collateral Manager), on the Eligibility Criteria (and Reinvestment Criteria, when applicable) which each Collateral Debt Obligation is required to satisfy, as disclosed in this Offering Circular, and on the Portfolio Profile Tests, Collateral Quality Tests, Coverage Tests and Target Par Amount that the Portfolio is required to satisfy as at the Effective Date (other than in respect of the Interest Coverage Tests, which are required to be satisfied as at the Determination Date preceding the second Payment Date) and in each case thereafter. This Offering Circular does not contain any information regarding the individual Collateral Debt Obligations on which the Notes will be secured from time to time. Purchasers of any of the Notes will not have an opportunity to evaluate for themselves the relevant economic, financial and other information regarding the investments to be made by the Issuer and, accordingly, will be dependent upon the judgment and ability of the Collateral Manager in acquiring investments for purchase on behalf of the Issuer over time. No assurance can be given that the Issuer will be successful in obtaining suitable investments or that, if such investments are made, the objectives of the Issuer will be achieved.

None of the Issuer, the Placement Agent or the Arranger, has made any investigation into the Obligors of the Collateral Debt Obligations. The value of the Portfolio may fluctuate from time to time (as a result of substitution or otherwise) and none of the Issuer, the Trustee, the Placement Agent, the Arranger, the Custodian, the Collateral Manager, the Collateral Administrator, the Liquidity Facility Provider, any other Agents, any Hedge Counterparty, or any of their Affiliates are under any obligation to maintain the value of the Collateral Debt Obligations at any particular level. None of the Issuer, the Trustee, the Placement Agent, the Arranger, the Custodian, the Collateral Manager, the Collateral Administrator, the Liquidity Facility Provider, the Agents, any Hedge Counterparty, or any of their Affiliates has any liability to the Noteholders as to the amount or value of, or any decrease in the value of, the Collateral Debt Obligations from time to time.

Nature of Collateral; Defaults

The Issuer will invest in a portfolio of Collateral Debt Obligations consisting at the time of acquisition of predominantly Senior Secured Loans, Senior Secured Bonds, Corporate Rescue Loans, Senior Unsecured Obligations, Second Lien Loans, High Yield Bonds and Mezzanine Obligations, as well as certain other investments, all of which will have greater credit and liquidity risk than investment grade sovereign or corporate bonds or loans. The Collateral is subject to credit, liquidity and interest rate risks.

The lower rating of below investment grade collateral reflects a greater possibility that adverse changes in the financial condition of an issuer or borrower or in general economic conditions or both may impair the ability of the relevant issuer or borrower, as the case may be, to make payments of principal or interest. Such investments may be speculative. See “*The Portfolio*” section of this Offering Circular.

Due to the fact that the Subordinated Notes represent a leveraged investment in the underlying Collateral Debt Obligations, it is anticipated that changes in the market value of the Subordinated Notes will be greater than changes in the market value of the underlying Collateral Debt Obligations.

The offering of the Notes has been structured so that the Notes are assumed to be able to withstand certain assumed losses relating to defaults on the underlying Collateral Debt Obligations. See the “*Ratings of the Notes*” section of this Offering Circular. There is no assurance that actual losses will not exceed such assumed losses. If any losses exceed such assumed levels, payments on the Notes could be adversely affected by such defaults. To the extent that a default occurs with respect to any Collateral Debt Obligation securing the Notes and the Issuer sells or otherwise disposes of such Collateral Debt Obligation, it is likely that the proceeds of such sale or disposition will be less than the unpaid principal and interest thereon.

The financial markets periodically experience substantial fluctuations in prices for obligations of the types that may be Collateral Debt Obligations and limited liquidity for such obligations. No assurance can be made that the conditions giving rise to such price fluctuations and limited liquidity will not occur, subsist or become more acute following the Issue Date. During periods of limited liquidity and higher price volatility, the ability of the Collateral Manager (on behalf of the Issuer) to acquire or dispose of Collateral Debt Obligations at a price and time that the Collateral Manager deems advantageous may be impaired. As a result, in periods of rising market prices, the Issuer may be unable to participate in price increases fully to the extent that it is either unable to dispose of Collateral Debt Obligations whose prices have risen or to acquire Collateral Debt Obligations whose prices are on the increase; the Collateral Manager’s inability to dispose fully and promptly of positions in declining markets will conversely cause the value of the Portfolio to decline as the value of unsold positions is marked to lower prices. A decrease in the value of the Collateral Debt Obligations would also adversely affect the proceeds of sale that could be obtained upon the sale of the Collateral Debt Obligations and could ultimately affect the ability of the Issuer to pay in full or redeem the Notes. Accordingly, no assurance can be given as to the amount of proceeds of any sale or disposition of such Collateral Debt Obligations at any time, or that the proceeds of any such sale or disposition would be sufficient to repay a corresponding par amount of principal of and interest on the Notes after, in each case, paying all amounts payable prior thereto pursuant to the Priorities of Payments. Moreover, there can be no assurance as to the amount or timing of any recoveries received in respect of Defaulted Obligations.

The composition of the collateral pool may be influenced by discussions that the Collateral Manager and/or, prior to the Issue Date, the Placement Agent may have with investors, and there is no assurance that (i) any investor would have agreed with any views regarding the initial proposed portfolio that are expressed by another investor in such discussions, (ii) the collateral pool was not, and will not be, influenced more heavily by the views of certain investors, particularly if that investor’s participation in the transaction is necessary for the transaction to occur, in which case the Collateral Manager or the Placement Agent would not receive the benefits of its role in the transaction, and in order to preserve the possibility of future business opportunities between the Collateral Manager or the Placement Agent and such investors, (iii) those views, and any modifications made to the portfolio as a result of those discussions, will not adversely affect the performance of a holder’s Notes, or (iv) the views of any particular investors that are expressed in such discussions will influence the composition of the collateral pool. The Collateral Manager will have sole authority to select, and sole responsibility for selecting, the Collateral Debt Obligations. Except for a right to object to certain purchases under the Warehouse Arrangements as described below, the Placement Agent has not and will not determine the composition of the collateral pool.

Acquisition of Initial Portfolio

The Issuer, upon the advice of CVC Credit Partners Investment Management Limited acting in its capacity as collateral manager, has entered into binding commitments to purchase loans before the Issue Date (such period, the “**Warehouse Period**”) at the prevailing prices at the time of the execution of such trades and in market circumstances applicable at that time. Such purchases have been and will be financed under a warehouse agreement (the “**Warehouse Agreement**”) between, amongst others, the Issuer, CVC Credit Partners Investment Management Limited acting in its capacity as collateral manager, the Placement Agent in its capacity as the administrative agent and Goldman Sachs Bank USA as the senior noteholder (the “**Goldman Sachs Lender**”). Loans purchased by the Issuer under the Warehouse Agreements are referred to as “**Warehoused Assets**”.

Under the Warehouse Agreement, prior to the Issue Date the Goldman Sachs Lender has provided and will provide financing to the Issuer to allow its acquisition of assets (*provided* that the Goldman Sachs Lender does not object to the purchase of any such asset). The objection (or failure to object) by the Goldman Sachs Lender to the purchase of an asset as a Warehoused Asset will be in its capacity as the financing party and should not be viewed as a determination by the Goldman Sachs Lender as to whether a particular asset is an appropriate investment by the Issuer or whether it will satisfy the portfolio criteria applicable to the Issuer. If the Goldman Sachs Lender objects to the purchase of a Warehoused Asset, it may be restricted from selling that asset to the Issuer for a certain period, which may result in the Issuer paying a higher price for such asset.

The Issuer will use proceeds from the issuance of the Notes to repay in full the loan and financing charges under the Warehouse Agreement. The purchase price for the Warehoused Assets paid by the Issuer may be greater or less than the market value of the Warehoused Assets on the Issue Date.

If the Issue Date occurs, any losses or gains, whether realised or unrealised, resulting from changes in the market value of the Warehoused Assets purchased under the Warehouse Agreements, as compared to the purchase price of such Warehoused Assets, will be for the account of the Issuer.

If the Issue Date does not occur, the Goldman Sachs Lender and the other warehouse investors will bear the risk of loss in the value of the Warehoused Assets purchased under the Warehouse Agreement.

Under the Warehouse Agreement and related documents, the Issuer has agreed to indemnify the Goldman Sachs Lender against certain liabilities. These indemnification obligations survive the termination of the warehouse and any indemnification payments would be Administrative Expenses, payable in accordance with the Priority of Payments.

The interests of the Goldman Sachs Lender in respect of transactions involving the Warehoused Assets will not necessarily align with, and may be directly contrary to, those of the investors in the Notes. Some of the Collateral Debt Obligations may, for example, have been acquired from the Goldman Sachs Lender.

The price and availability of Collateral Debt Obligations may be adversely affected by a number of market factors, including price volatility of Collateral Debt Obligations and the availability of investments suitable for the Issuer, each of which could hamper the ability of the Issuer to acquire an initial portfolio of Collateral Debt Obligations that satisfy the Eligibility Criteria prior to the Effective Date. Delays in reaching the Target Par Amount may adversely affect the timing and amount of payments received by the Noteholders and the yield to maturity of the Rated Notes and the distributions on the Subordinated Notes. The inability of the Issuer to purchase a suitable portfolio prior to the Effective Date may result in a failure to satisfy the Effective Date Moody's Condition. If the Effective Date Moody's Condition is not satisfied in connection with the Effective Date, amounts that would be otherwise be available for distributions on the Subordinated Notes may be used to pay principal of the Notes in accordance with the Priority of Payments or purchase additional Collateral Debt Obligations. There is no assurance that the Issuer will be able to acquire Collateral Debt Obligations that satisfy the Eligibility Criteria.

The prices of the Notes will be fixed on the date on which the Notes are priced (the "**Pricing Date**"). The actual purchase prices of assets in the initial portfolio will not be fully known on the Pricing Date and may be higher or lower than the purchase prices expected on the Pricing Date. Actual purchase prices of Warehoused Assets purchased on and after the Pricing Date and Collateral Debt Obligations purchased on or after the Issue Date may cause returns on the Subordinated Notes to be materially different from the expected returns calculated based upon market prices prevailing as of the Pricing Date.

Considerations Relating to the Initial Investment Period

During the Initial Investment Period, the Collateral Manager, acting on behalf of the Issuer, will seek to acquire additional Collateral Debt Obligations in order to satisfy each of the Coverage Tests (other than the Interest Coverage Tests, which are required to be satisfied as of the Determination Date falling prior to the second Payment Date), the Collateral Quality Tests, the Portfolio Profile Tests and the Target Par Amount requirement as at the Effective Date. See "*The Portfolio*" section of this Offering Circular. The ability to satisfy such tests and requirement will depend on a number of factors beyond the control of the Issuer and the Collateral Manager,

including the availability of obligations that satisfy the Eligibility Criteria and other Portfolio related requirements in the primary and secondary loan markets, the condition of the financial markets, general economic conditions and international political events. Therefore, there can be no assurance that such tests and requirements will be met. In addition, the ability of the Issuer to enter into Asset Swap Transactions upon the acquisition of Non-Euro Obligations will depend upon a number of factors outside the control of the Collateral Manager, including its ability to identify a suitable Asset Swap Counterparty with whom the Issuer may enter into Asset Swap Transactions. To the extent it is not possible to purchase such additional Collateral Debt Obligations, the level of income receivable by the Issuer on the Collateral, and therefore its ability to meet its interest payment obligations under the Notes, may be adversely affected. Such inability to invest may also shorten the weighted average lives of the Notes as it may lead to early redemption of the Notes. To the extent such additional Collateral Debt Obligations are not purchased, the level of income receivable by the Issuer on the Collateral and therefore its ability to meet its interest payment obligations under the Notes, together with the weighted average lives of the Notes, may be adversely affected. Any failure by the Collateral Manager (on behalf of the Issuer) to acquire such additional Collateral Debt Obligations and/or enter into required Asset Swap Transactions during such period could result in the non-confirmation or downgrade or withdrawal by any Rating Agency of its Initial Rating of any Class of Notes. Such non-confirmation, downgrade or withdrawal may result in the redemption of the Notes, shortening their weighted average life and reducing the leverage ratio of the Subordinated Notes to the other Classes of Notes which could adversely affect the level of returns to the holders of the Subordinated Notes. Any such redemption of the Notes may also adversely affect the risk profile of other Classes of Notes in addition to the Subordinated Notes to the extent that the amount of excess spread capable of being generated in the transaction reduces as the result of redemption of the most senior ranking Classes of Notes in accordance with the Note Payment Sequence which bear a lower rate of interest than the remaining Classes of Rated Notes.

Investors should note that, during the Initial Investment Period, the Collateral Manager may apply some or all amounts standing to the credit of the Interest Reserve Account to be applied for the purchase of additional Collateral Debt Obligations. Such application may affect the amounts which would otherwise have been payable to Noteholders and, in particular, may reduce amounts available for distribution to the Subordinated Noteholders.

Characteristics and Risks Relating to the Portfolio

The Collateral on which the Notes and the claims of the other Secured Parties are secured will be subject to credit, liquidity, interest rate and exchange rate risks. The Portfolio of Collateral Debt Obligations which will secure the Notes will be predominantly comprised of (among others) Senior Secured Loans, Senior Secured Bonds, Corporate Rescue Loans, Senior Unsecured Obligations, High Yield Bonds, Second Lien Loans and Mezzanine Obligations, lent to or issued by a variety of Obligor with a principal place of business in a Non-Emerging Market Country which are primarily rated below investment grade.

An investment in the Notes of any Class involves a degree of risk arising from fluctuations in the amount and timing of receipt of the principal and interest on the Collateral Debt Obligations by or on behalf of the Issuer and the amounts of the claims of creditors of the Issuer ranking in priority to the holders of each Class of the Notes. In particular, prospective purchasers of such Notes should be aware that the amount and timing of payment of the principal and interest on the Collateral Debt Obligations will depend upon the detailed terms of the documentation relating to each of the Collateral Debt Obligations and on whether or not any Obligor thereunder defaults in its obligations.

The subordination levels of each of the Classes of Notes will be established to withstand certain assumed deficiencies in payment caused by defaults on the related Collateral Debt Obligations. If, however, actual payment deficiencies exceed such assumed levels, payments on the Notes could be adversely affected. Whether and by how much defaults on the Collateral Debt Obligations adversely affect each Class of Notes will be directly related to the level of subordination thereof pursuant to the Priorities of Payments. The risk that payments on the Notes could be adversely affected by defaults on the related Collateral Debt Obligations is likely to be increased to the extent that the Portfolio of Collateral Debt Obligations is concentrated in any one issuer, industry, region or country as a result of the increased potential for correlated defaults in respect of a single issuer or within a single industry, region or country as a result of downturns relating generally to such industry, region or country. Subject to any

confidentiality obligations binding on the Issuer, Noteholders will receive information through the Reports from time to time of the identity of Collateral Debt Obligations which are “Defaulted Obligations”.

To the extent that a default occurs with respect to any Collateral Debt Obligation and the Issuer or Trustee sells or otherwise disposes of such Collateral Debt Obligation, the proceeds of such sale or disposition are likely to be less than the unpaid principal and interest thereon. Even in the absence of a default with respect to any of the Collateral Debt Obligations, the potential volatility and illiquidity of the sub-investment grade high yield bond, senior secured bond and leveraged loan markets means that the market value of such Collateral Debt Obligations at any time will vary, and may vary substantially, from the price at which such Collateral Debt Obligations were initially purchased and from the principal amount of such Collateral Debt Obligations. Accordingly, no assurance can be given as to the amount of proceeds of any sale or disposition of such Collateral Debt Obligations at any time, or that the proceeds of any such sale or disposition would be sufficient to repay a corresponding par amount of principal of and interest on the Notes after, in each case, paying all amounts payable prior thereto pursuant to the Priorities of Payments.

Characteristics of Senior Loans, Senior Secured Bonds and Mezzanine Obligations and High Yield Bonds

The Portfolio Profile Tests provide that as of the Effective Date, at least 92.5 per cent. of the Aggregate Collateral Balance must consist of Senior Secured Loans and Senior Secured Bonds in aggregate (which shall comprise for this purpose the aggregate of the Aggregate Collateral Balance of the Senior Secured Loans and Senior Secured Bonds and the balances standing to the credit of the Principal Account and the Unused Proceeds Account, in each case as at the relevant Measurement Date) and not more than 7.5 per cent. of the Aggregate Collateral Balance can consist of Second Lien Loans, Senior Unsecured Obligations, High Yield Bonds and/or Mezzanine Obligations in aggregate. Senior Loans, Senior Secured Bonds and Mezzanine Obligations are of a type generally incurred by the Obligor thereunder in connection with highly leveraged transactions or capital structures in respect of an Obligor, often (although not exclusively) to finance internal growth, pay dividends or other distributions to the equity holders in the Obligor, or finance acquisitions, mergers, and/or stock purchases. As a result of the additional debt incurred by the Obligor in the course of such a transaction, the Obligor’s creditworthiness is typically judged by the rating agencies to be below investment grade. Senior Secured Loans, Senior Secured Bonds, Senior Unsecured Obligations and, in some but not all cases, High Yield Bonds, are typically at the most senior level of the capital structure with Second Lien Loans also having a senior debt claim but with a subordinated security claim to Senior Secured Loans and Senior Secured Bonds and Mezzanine Obligations being subordinated to any Senior Loans or to any other senior debt of the Obligor. High Yield Bonds may represent a senior or subordinated claim, both in respect of security and of ranking of the debt claim represented thereby, Senior Secured Loans, Senior Secured Bonds and (to a lesser extent) High Yield Bonds are often secured by specific collateral, including but not limited to, trademarks, patents, accounts receivable, inventory, equipment, buildings, real estate, franchises and common and preferred stock of the Obligor and its subsidiaries and any applicable associated liens relating thereto. In continental Europe, security is often limited to shares in certain group companies, accounts receivable, bank account balances and intellectual property rights. Senior Secured Loans will be in the form of loans and Senior Secured Bonds will be in the form of securities, which may present different risks and concerns. Mezzanine Obligations may have the benefit of a second priority charge over such assets. Senior Unsecured Obligations do not have the benefit of such security. Senior Secured Loans usually have shorter terms than more junior obligations and often require mandatory prepayments from excess cash flows, asset dispositions and offerings of debt and/or equity securities.

Senior Secured Bonds typically bear interest at a fixed rate. Risks associated with fixed rate obligations are discussed at paragraph “*Interest Rate Risk*” below. Additionally, Senior Secured Bonds and High Yield Bonds typically contain bondholder collective action clauses permitting specified majorities of bondholders to approve matters which, in a typical Senior Loan, would require unanimous lender consent. The Obligor under a Senior Secured Bond or High Yield Bond may therefore be able to amend the terms of the bond, including terms as to the amount and timing of payments, with the consent of a specified majority of bondholders, either voting by written resolution or as a majority of those attending and voting at a meeting, and the Issuer is unlikely to have a blocking minority position in respect of any such resolution. The Issuer may further be restricted by the Collateral Management Agreement from voting on certain matters, particularly extensions of maturity, which may be

considered at a bondholder meeting. Consequently, material terms of a Senior Secured Bond may be varied without the consent of the Issuer.

Mezzanine Obligations generally take the form of medium term loans repayable shortly (perhaps six months or one year) after the senior loans of the obligor thereunder are repaid. Because Mezzanine Obligations are only repayable after the senior debt (and interest payments may be blocked to protect the position of senior debt interest in certain circumstances), it will carry a higher rate of interest to reflect the greater risk of it not being repaid. Due to the greater risk associated with Mezzanine Obligations as a result of their subordination below senior loans of the Obligor, mezzanine lenders may be granted share options, warrants or higher cash paying instruments or payment in kind in the Obligor which can be exercised in certain circumstances, principally being immediately prior to the Obligor's shares being sold or floated in an initial public offering.

The majority of Senior Loans, Senior Secured Bonds and Mezzanine Obligations bear interest based on a floating rate index, for example EURIBOR or LIBOR, a certificate of deposit rate, a prime or base rate (each as defined in the applicable Underlying Instrument) or other index, which may reset daily (as most prime or base rate indices do) or offer the Obligor a choice of one, two, three, six, nine or twelve month interest and rate reset periods. The purchaser of an interest in a Senior Loan, Senior Secured Bond or Mezzanine Obligation may receive certain syndication or participation fees in connection with its purchase. Other fees payable in respect of a Senior Loan, Senior Secured Bond or Mezzanine Obligation, which are separate from interest payments on such loan, may include facility, commitment, amendment and prepayment fees.

Senior Loans, Senior Secured Bonds and Mezzanine Obligations also generally provide for restrictive covenants designed to limit the activities of the Obligors thereunder in an effort to protect the rights of lenders to receive timely payments of interest on, and repayment of, principal of the loans or bonds. Such covenants may include restrictions on dividend payments, specific mandatory minimum financial ratios, limits on total debt and other financial tests. A breach of covenant (after giving effect to any cure period) under a Senior Loan, Senior Secured Bond or Mezzanine Obligation which is not waived by the lending syndicate or bondholders normally is an event of acceleration which allows the syndicate to demand immediate repayment in full of the outstanding loan. However, although any particular Senior Loan, Senior Secured Bond or Mezzanine Obligation may share many similar features with other loans or bonds and obligations of its type, the actual term of any Senior Loan, Senior Secured Bond or Mezzanine Obligation will have been a matter of negotiation and will be unique. Any such particular loan or bond may contain non-standard terms and may provide less protection for creditors than may be expected generally, including in respect of covenants, events of default, security or guarantees.

Limited Liquidity, Prepayment and Default Risk in relation to Senior Loans, Senior Secured Bonds and Mezzanine Obligations and High Yield Bonds

In order to induce banks and institutional investors to invest in a Senior Loan, Senior Secured Bond or Mezzanine Obligation, and to obtain a favourable rate of interest, an Obligor under such an obligation often provides the investors therein with extensive information about its business, which is not generally available to the public. Because of the provision of confidential information, the unique and customised nature of the Underlying Instrument including such Senior Loan, Senior Secured Bond or Mezzanine Obligation, and the private syndication of the loan, Senior Loans, Senior Secured Bonds and Mezzanine Obligations are not as easily purchased or sold as a publicly traded security, and historically the trading volume in the loan market has been small relative to, for example, the high yield bond market. Historically, investors in or lenders under European Senior Loans, Senior Secured Bonds Mezzanine Obligations and High Yield Bonds have been predominantly commercial banks and investment banks. The range of investors for such loans and bonds has broadened significantly to include money managers, insurance companies, arbitrageurs, bankruptcy investors and mutual funds seeking increased potential total returns and collateral managers of trusts or special purpose companies issuing collateralised bond and loan obligations. As secondary market trading volumes increase, new loans are frequently adopting more standardised documentation to facilitate loan trading which should improve market liquidity. There can be no assurance, however, that future levels of supply and demand in loan trading will provide the degree of liquidity which currently exists in the market. This means that such assets will be subject to greater disposal risk in the event that such assets are sold following enforcement of the security over the Collateral or otherwise. The European market

for Mezzanine Obligations is also generally less liquid than that for Senior Loans and Senior Secured Bonds, resulting in increased disposal risk for such obligations.

Senior Secured Bonds and High Yield Bonds are generally freely transferrable negotiable instruments (subject to standard selling and transfer restrictions to ensure compliance with applicable law, and subject to minimum denominations) and may be listed and admitted to trading on a regulated or an exchange regulated market; however there is currently no liquid market for them to any materially greater extent than there is for Senior Loans. Additionally, as a consequence of the disclosure and transparency requirements associated with such listing, the information supplied by the Obligor to its debtholders may typically be less than would be provided on a Senior Loan.

Increased Risks for Mezzanine Obligations

The risk of non-payment of a Mezzanine Obligation in an enforcement situation is increased by the fact that Mezzanine Obligations are generally subordinated to any Senior Loan and Senior Secured Bond and potentially other indebtedness of the relevant Obligor thereunder, may have a longer maturity than such Senior Loans, Senior Secured Bonds or other indebtedness and will generally only have a second ranking security interest over any security granted in respect thereof.

Mezzanine Obligations may provide that all or part of the interest accruing thereon will not be paid on a current basis but will be deferred. Mezzanine Obligations also generally involve greater credit and liquidity risks than those associated with investment grade corporate obligations Senior Loans and Senior Secured Bonds. They are often entered into in connection with leveraged acquisitions or recapitalisations in which the Obligors thereunder incur a substantially higher amount of indebtedness than the level at which they previously operated and, as referred to above, sit at a subordinated level in the capital structure of such companies.

Prepayment Risk

Loans are generally prepayable in whole or in part at any time at the option of the obligor thereof at par plus accrued and unpaid interest thereon. Senior Secured Bonds may include obligor call or prepayment features, with or without a premium or makewhole. Prepayments on loans and bonds may be caused by a variety of factors, which are difficult to predict. Accordingly, there exists a risk that loans or bonds purchased at a price greater than par may experience a capital loss as a result of such a prepayment. In addition, Principal Proceeds received upon such a prepayment are subject to reinvestment risk. Any inability of the Issuer to reinvest payments or other proceeds in Collateral Debt Obligations with comparable interest rates in compliance with the Reinvestment Criteria may adversely affect the timing and amount of payments and distributions received by the Noteholders and the yield to maturity of the Notes. There can be no assurance that the Issuer will be able to reinvest proceeds in Collateral Debt Obligations with comparable interest rates in compliance with the Reinvestment Criteria or (if it is able to make such reinvestments) as to the length of any delays before such investments are made.

Defaults and Recoveries

There is limited historical data available as to the levels of defaults and/or recoveries that may be experienced on Senior Loans, Senior Secured Bonds, Mezzanine Obligations, High Yield Bonds and Second Lien Loans and no assurance can be given as to the levels of default and/or recoveries that may apply to any Senior Loans, Senior Secured Bonds, High Yield Bonds and Mezzanine Obligations purchased by the Issuer. As referred to above, although any particular Senior Loan, Senior Secured Bond, Mezzanine Obligation, High Yield Bonds or Second Lien Loan often will share many similar features with other loans and obligations of its type, the actual terms of any particular Senior Loan, Senior Secured Bond, Mezzanine Obligation, High Yield Bonds or Second Lien Loan will have been a matter of negotiation and will thus be unique. The types of protection afforded to creditors will therefore vary from investment to investment. Recoveries on Senior Loans, Senior Secured Bonds, Mezzanine Obligations, High Yield Bonds and Second Lien Loans may also be affected by the different bankruptcy regimes applicable in different jurisdictions, the availability of comprehensive security packages in different jurisdictions and the enforceability of claims against the Obligors thereunder.

The effect of an economic downturn on default rates and the ability of finance providers to protect their investment in a default situation is uncertain. Furthermore, the holders of Senior Loans, Senior Secured Bonds, High Yield Bonds and Mezzanine Obligations are more diverse than ever before, including not only banks and specialist finance providers but also alternative collateral managers, specialist debt and distressed debt investors and other financial institutions. The increasing diversification of the investor base has also been accompanied by an increase in the use of hedges, swaps and other derivative instruments to protect against or spread the economic risk of defaults. All of these developments may further increase the risk that historic recovery levels will not be realised. The returns on Senior Loans, Senior Secured Bonds, High Yield Bonds and/or Mezzanine Obligations therefore may not adequately reflect the risk of future defaults and the ultimate recovery rates.

A non-investment grade loan or debt obligation or an interest in a non-investment grade loan is generally considered speculative in nature and may become a Defaulted Obligation for a variety of reasons. Upon any Collateral Debt Obligation becoming a Defaulted Obligation, such Defaulted Obligation may become subject to either substantial workout negotiations or restructuring, which may entail, among other things, a substantial change in the interest rate, a substantial write-down of principal, a conversion of some or all of the principal debt into equity, an extension of the maturity and a substantial change in the terms, conditions and covenants with respect to such Defaulted Obligation. Junior creditors may find that a restructuring leads to the total eradication of their debt whilst the Obligor continues to service more senior tranches of debt on improved terms for the senior lenders. In addition, such negotiations or restructuring may be quite extensive and protracted over time, and therefore may result in uncertainty with respect to the ultimate recovery on such Defaulted Obligation. Forum shopping for a favourable legal regime for a restructuring is not uncommon, English law schemes of arrangement having become a popular tool for European incorporated companies, even for Obligors with little connection to the UK. The liquidity for Defaulted Obligations may be limited, and to the extent that Defaulted Obligations are sold, it is highly unlikely that the proceeds from such sale will be equal to the amount of unpaid principal and interest thereon. Furthermore, there can be no assurance that the ultimate recovery on any Defaulted Obligation will be at least equal either to the minimum recovery rate assumed by the Rating Agencies in rating the Notes or any recovery rate used in the analysis of the Notes by investors in determining whether to purchase the Notes.

In some European jurisdictions, obligors or lenders may seek a “scheme of arrangement”. In such instance, a lender may be forced by a court to accept restructuring terms. Recoveries on Senior Loans, Senior Secured Bonds, High Yield Bonds and Mezzanine Obligations will also be affected by the different bankruptcy regimes applicable in different European jurisdictions and the enforceability of claims against the Obligors thereunder. See “*Lender Liability Considerations; Equitable Subordination*” below.

Investing in Cov-Lite Obligations and Cov-Lite Loans involves certain risks

The Portfolio Profile Tests provide that not more than the relevant percentage specified in the Cov-Lite Matrix of the Aggregate Collateral Balance can consist of Cov-Lite Obligations and further specifies that not more than 30.00 per cent of the Aggregate Collateral Balance can consist of Cov-Lite Loans. The relevant percentage permitted for Cov-Lite Obligations will range between 40.00 per cent and 80.00 per cent. as described in the Cov-Lite Matrix. The Issuer or the Collateral Manager acting on its behalf may purchase Collateral Debt Obligations which are Cov-Lite Obligations and Cov-Lite Loans. Cov-Lite Obligations and Cov-Lite Loans typically do not have Maintenance Covenants, they usually have incurrence covenants in the same manner as a High Yield Bond. Ownership of Cov-Lite Obligations and Cov-Lite Loans may expose the Issuer to greater risks, including with respect to liquidity, price volatility and ability to restructure obligations, than is the case with obligations that have Maintenance Covenants. In addition, the lack of Maintenance Covenants may make it more difficult to trigger a default in respect of such Collateral Debt Obligations. This makes it more likely that any default will only arise under a Cov-Lite Obligation or a Cov-Lite Loan at a stage where the relevant Obligor is in a greater degree of financial distress. Such a delay may make any successful restructuring more difficult to achieve and/or result in a greater reduction in the value of the Cov-Lite Obligations or the Cov-Lite Loans as a consequence of any restructuring affected in such circumstances.

Characteristics of High Yield Bonds

Some High Yield Bonds are unsecured, may be subordinated to other obligations of the applicable obligor and may involve greater credit and liquidity risks than those associated with investment grade corporate obligations. They are often issued in connection with leveraged acquisitions or recapitalisations in which the obligors thereunder incur a substantially higher amount of indebtedness than the level at which they previously operated.

High Yield Bonds have historically experienced greater default rates than investment grade securities. Although several studies have been made of historical default rates in the U.S. high yield market, such studies do not necessarily provide a basis for drawing definitive conclusions with respect to default rates and, in any event, do not necessarily provide a basis for predicting future default rates in either the European or the U.S. high yield markets which may exceed the hypothetical default rates assumed by investors in determining whether to purchase the Notes or by the Rating Agencies in rating the Notes.

The lower rating of securities in the high yield sector reflects a greater possibility that adverse changes in the financial condition of an issuer thereof, or in general economic conditions (including a sustained period of rising interest rates or an economic downturn), or both, may affect the ability of such issuer to make payments of principal and interest on its debt. Many issuers of High Yield Bonds are highly leveraged, and specific developments affecting such issuers, including reduced cash flow from operations or inability to refinance debt at maturity, may also adversely affect such issuers' ability to meet their debt service obligations. There can be no assurance as to the levels of defaults and/or recoveries that may be experienced on the High Yield Bonds in the Portfolio.

Some European High Yield Bonds are subordinated structurally, as opposed to contractually, to senior secured debtholders. Structural subordination is when a high yield security investor lends to a holding company whose primary asset is ownership of a cash-generating operating company or companies. The debt investment of the high yield investor is serviced by passing the revenues and tangible assets from the operating companies upstream through the holding company (which typically has no revenue-generating capacity of its own) to the security holders. In the absence of upstream guarantees from operating or asset owning companies in the group, such a process may leave the High Yield Bond investors deeply subordinated to secured and unsecured creditors of the operating companies and means that investors therein will not necessarily have access to the same security package as the senior lenders (even on a second priority charge basis) or be able to participate directly in insolvency proceedings or pre-insolvency discussions relating to the operating companies within the group. This facet of the European high yield market differs from the U.S. high yield market, where structural subordination is markedly less prevalent. Furthermore, security granted may be similar to that granted under a Second Lien Loan – see further “Characteristics of Second Lien Loans” above.

In the case of High Yield Bonds issued by issuers with their principal place of business in Europe, structural subordination of High Yield Bonds, coupled with the relatively shallow depth of the European high yield market, leads European high yield defaults to realise lower average recoveries than their U.S. counterparts. Another factor affecting recovery rates for European high yield bonds is the bankruptcy regimes applicable in different European jurisdictions and the enforceability of claims against the high yield bond issuer. See “*Lender Liability Considerations; Equitable Subordination*” below. It must be noted, however, that the overall probability of default (based on credit rating) remains similar for both U.S. and European credits; it is the severity of the effect of any default that differs between the two markets as a result of the aforementioned factors.

In addition to the characteristics described above, high yield securities frequently have call or redemption features that permit the issuer to redeem such obligations prior to their final maturity date. If such a call or redemption were exercised by an issuer during a period of declining interest rates, the Collateral Manager, acting on behalf of the Issuer, may only be able to replace such called obligation with a lower yielding obligation, thus decreasing the net investment income from the Portfolio.

Characteristics of Senior Unsecured Obligations

The Collateral Debt Obligations may include Senior Unsecured Obligations. Such Collateral Debt Obligations generally have greater credit, insolvency and liquidity risk than is typically associated with secured obligations. Senior Unsecured Obligations will generally have lower rates of recovery than secured obligations following a default. Also, if the insolvency of an Obligor of any Senior Unsecured Obligations occurs, the holders of such obligation will be considered general, unsecured creditors of the Obligor and will have fewer rights than secured creditors of the Obligor.

Investing in Second Lien Loans involves certain risks

The Portfolio Profile Tests provide that not more than the relevant percentage specified in the Cov-Lite Matrix of the Aggregate Collateral Balance can consist of Second Lien Loans (together with Senior Unsecured Obligations, Mezzanine Obligations and/or High Yield Bonds in aggregate). The relevant percentage permitted for Second Lien Loans (together with Senior Unsecured Obligations, Mezzanine Obligations and/or High Yield Bonds in aggregate) will range between 0 per cent and 7.50 per cent. as described in the Cov-Lite Matrix. The Collateral Debt Obligations may include Second Lien Loans, each of which will be secured by a pledge of collateral, but which is subordinated (with respect to liquidation preferences with respect to pledged collateral) to other secured obligations of the Obligors secured by all or a portion of the collateral securing such secured loan. Second Lien Loans are typically subject to intercreditor arrangements, the provisions of which may prohibit or restrict the ability of the holder of a Second Lien Loan to (i) exercise remedies against the collateral with respect to their second liens; (ii) challenge any exercise of remedies against the collateral by the first lien lenders with respect to their first liens; (iii) challenge the enforceability or priority of the first liens on the collateral; and (iv) exercise certain other secured creditor rights, both before and during a bankruptcy of any Obligor. In addition, during a bankruptcy of the Obligor, the holder of a Second Lien Loan may be required to give advance consent to (a) any use of cash collateral approved by the first lien creditors; (b) sales of collateral approved by the first lien lenders and the bankruptcy court, so long as the second liens continue to attach to the sale proceeds; and (c) debtor-in-possession financings.

Liens arising by operation of law may take priority over the Issuer's liens on an Obligor's underlying collateral and impair the Issuer's recovery on a Collateral Debt Obligation if a default or foreclosure on that Collateral Debt Obligation occurs.

Liens on the collateral (if any) securing a Collateral Debt Obligation may arise at law that have priority over the Issuer's interest. An example of a lien arising under law is a tax or other government lien on property of an Obligor. A tax lien may have priority over the Issuer's lien on such collateral. To the extent a lien having priority over the Issuer's lien exists with respect to the collateral related to any Collateral Debt Obligation, the Issuer's interest in the asset will be subordinate to such lien. If the creditor holding such lien exercises its remedies, it is possible that, after such creditor is repaid, sufficient cash proceeds from the underlying collateral will not be available to pay the outstanding principal amount of such Collateral Debt Obligation.

Limited Control of Administration and Amendment of Collateral Debt Obligations

As a holder of an interest in a syndicated loan, the Issuer will have limited consent and control rights and such rights may not be effective in view of the expected proportion of such obligations held by the Issuer. The Collateral Manager will exercise or enforce, or refrain from exercising or enforcing, any or all of the Issuer's rights in connection with the Collateral Debt Obligations or any related documents or will refuse amendments or waivers of the terms of any underlying asset and related documents in accordance with its portfolio management practices and the standard of care specified in the Collateral Management Agreement. The Noteholders will not have any right to compel the Collateral Manager to take or refrain from taking any actions other than in accordance with its portfolio management practices and the standard of care specified in the Collateral Management Agreement.

The Collateral Manager may, in accordance with its portfolio management practices and subject to the Trust Deed and the Collateral Management Agreement, agree on behalf of the Issuer to extend or defer the maturity, or adjust the outstanding balance of any underlying asset, or otherwise amend, modify or waive the terms of any related loan

agreement, including the payment terms thereunder. Any amendment, waiver or modification of an underlying asset could postpone the expected maturity of the Notes and/or reduce the likelihood of timely and complete payment of interest on or principal of the Notes. Any such amendment, waiver or modification must comply with the terms of the Collateral Management Agreement. See further “*The Portfolio – Amendments to Collateral Debt Obligation Stated Maturities of Collateral Debt Obligations*”

Participations, Novations and Assignments

The Collateral Manager, acting on behalf of the Issuer may acquire interests in Collateral Debt Obligations which are loans either directly (by way of novation or assignment) or indirectly (by way of sub-participation). Each institution from which such an interest is taken by way of participation or acquired by way of assignment or participation is referred to herein as a “**Selling Institution**”. Interests in loans acquired directly by way of novation or assignment are referred to herein as “**Assignments**”. Interests in loans taken acquired by way of sub-participation are referred to herein as “**Participations**”.

The purchaser of an Assignment typically succeeds to all the rights of the assigning Selling Institution and becomes entitled to the benefit of the loans and the other rights of the lender under the loan agreement. The Issuer, as an assignee, will generally have the right to receive directly from the borrower all payments of principal and interest to which it is entitled, provided that notice of such Assignment has been given to the borrower. As a purchaser of an Assignment, the Issuer typically will have the same voting rights as other lenders under the applicable loan agreement and will have the right to vote to waive enforcement of breaches of covenants. The Issuer will generally also have the same rights as other lenders to enforce compliance by the borrower with the terms of the loan agreement, to set off claims against the borrower and to have recourse to collateral supporting the loan. As a result, the Issuer will generally not bear the credit risk of the Selling Institution and the insolvency of the Selling Institution should have no effect on the ability of the Issuer to continue to receive payment of principal or interest from the borrower once the novation or assignment is complete. The Issuer will, however, assume the credit risk of the borrower. The purchaser of an Assignment also typically succeeds to and becomes entitled to the benefit of any other rights of the Selling Institution in respect of the loan agreement including the right to the benefit of any security granted in respect of the loan interest transferred. The loan agreement usually contains mechanisms for the transfer of the benefit of the loan and the security relating thereto. The efficacy of these mechanisms is rarely tested, if ever, and there is debate amongst counsel in continental jurisdictions over their effectiveness. With regard to some of the loan agreements, security will have been granted over assets in different jurisdictions. Some of the jurisdictions will require registrations, filings and/or other formalities to be carried out not only in relation to the transfer of the loan but, depending on the mechanism for transfer, also with respect to the transfer of the benefit of the security.

Participations by the Issuer in a Selling Institution’s portion of the loan typically results in a contractual relationship only with such Selling Institution and not with the borrower under such loan. The Issuer would, in such case, only be entitled to receive payments of principal and interest to the extent that the Selling Institution has received such payments from the borrower. In purchasing Participations, the Issuer generally will have no right to enforce compliance by the borrower with the terms of the applicable loan agreement and the Issuer may not directly benefit from the collateral supporting the loan in respect of which it has purchased a Participation. As a result, the Issuer will assume the credit risk of both the borrower and the Selling Institution selling the Participation. In the event of the insolvency of the Selling Institution selling a Participation, the Issuer may be treated as a general creditor of the Selling Institution and may not benefit from any set off between the Selling Institution and the borrower and the Issuer may suffer a loss to the extent that the borrower sets off claims against the Selling Institution. The Issuer may purchase a Participation from a Selling Institution that does not itself retain any economic interest of the loan, and therefore, may have limited interest in monitoring the terms of the loan agreement and the continuing creditworthiness of the borrower. When the Issuer holds a Participation in a loan it generally will not have the right to participate directly in any vote to waive enforcement of any covenants breached by a borrower. A Selling Institution voting in connection with a potential waiver of a restrictive covenant may have interests which are different from those of the Issuer and such Selling Institutions may not be required to consider the interest of the Issuer in connection with the exercise of its votes. Participations expose the Issuer to the credit risk of the relevant Selling Institution - see further “*Counterparty Risk*” below.

Additional risks are therefore associated with the purchase of Participations by the Issuer as opposed to Assignments. The Portfolio Profile Tests impose limits on the amount of Collateral Debt Obligations that may comprise Participations as a proportion of the Aggregate Collateral Balance.

Voting Restrictions on Syndicated Loans for Minority Holders

The Issuer will generally purchase each underlying asset in the form of an assignment of, or participation interest in, a note or other obligation issued under a loan facility to which more than one lender is a party. These loan facilities are administered for the lenders by a lender or other agent acting as the lead administrator. The terms and conditions of these loan facilities may be amended, modified or waived only by the agreement of the lenders. Generally, any such agreement requires the consent of a majority or a super-majority (measured by outstanding loans or commitments) or, in certain circumstances, a unanimous vote of the lenders, and the Issuer may have a minority interest in such loan facilities. Consequently, the terms and conditions of an underlying asset issued or sold in connection with a loan facility could be modified, amended or waived in a manner contrary to the preferences of the Issuer if the amendment, modification or waiver of such term or condition does not require the unanimous vote of the lenders and a sufficient number of the other lenders concur with such modification, amendment or waiver. There can be no assurance that any Collateral Debt Obligations issued or sold in connection with any loan facility will maintain the terms and conditions to which the Issuer or a predecessor in interest to the Issuer originally agreed.

Corporate Rescue Loans

The Portfolio Profile Tests provide that not more than 5.0 per cent. of the Aggregate Collateral Balance may comprise of Corporate Rescue Loans provided that not more than 2.0 per cent. thereof shall consist of Corporate Rescue Loans from a single Obligor. Corporate Rescue Loans are made to companies that have experienced, or are experiencing, significant financial or business difficulties such that they have become subject to bankruptcy or other reorganisation and liquidation proceedings and thus involves additional risks. The level of analytical sophistication, both financial and legal, necessary for successful investment in companies experiencing significant business and financial difficulties is unusually high. There is no assurance that the Issuer will correctly evaluate the value of the assets securing the Corporate Rescue Loan or the prospects for a successful reorganisation or similar action and accordingly the Issuer could suffer significant losses on its investments in such Corporate Rescue Loan. In any reorganisation or liquidation case relating to a company in which the Issuer invests, the Issuer may lose its entire investment, may be required to accept cash or securities with a value less than the Issuer's original investment and/or may be required to accept payment over an extended period of time.

Distressed company and other asset-based investments require active monitoring and may, at times, require participation by the Issuer in business strategy or bankruptcy proceedings. To the extent that the Issuer becomes involved in such proceedings, the Issuer's more active participation in the affairs of the bankruptcy debtor could result in the imposition of restrictions limiting the Issuer's ability to liquidate its position in the debtor.

Although a Corporate Rescue Loan is secured, where the Obligor is subject to U.S. bankruptcy law, it has a priority permitted by Section 364(c) or section 364(d) under the United States Bankruptcy Code and at the time that it is acquired by the Issuer is required to be current with respect to scheduled payments of interest and principal (if any).

Bridge Loans

The Portfolio Profile Tests provide that not more than 2.0 per cent. of the Aggregate Collateral Balance may be comprised of Bridge Loans. Bridge Loans are generally a temporary financing instrument and as such the interest rate may increase after a short period of time in order to encourage an Obligor to refinance the Bridge Loan with more long-term financing. If an Obligor is unable to refinance a Bridge Loan, the interest rate may be subject to an increase and as such Bridge Loans may have greater credit and liquidity risk than other types of loans.

Collateral Enhancement Debt Obligations

All funds required in respect of the purchase price of any Collateral Enhancement Debt Obligations and all funds required in respect of the exercise price of any rights or options thereunder, may be paid out of the Balance standing to the credit of the Collateral Enhancement Account at the relevant time, or out of a Collateral Manager Advance or as a Permitted Use of certain other proceeds. Such Balance shall include sums deposited therein from time to time which will comprise interest payable in respect of the Subordinated Notes which the Collateral Manager, acting on behalf of the Issuer, determines shall be paid into the Collateral Enhancement Account pursuant to the Priorities of Payments rather than being paid to the Subordinated Noteholders.

To the extent that there are insufficient sums standing to the credit of the Collateral Enhancement Account from time to time to purchase or exercise rights under Collateral Enhancement Debt Obligations which the Collateral Manager determines on behalf of the Issuer should be purchased or exercised, the Collateral Manager may, at its discretion from time to time but not more than once per calendar year nor more than three times in aggregate, pay amounts required in order to fund such purchase or exercise (each such amount, an “**Collateral Manager Advance**”) to such account pursuant to the terms of the Collateral Management Agreement. All such Collateral Manager Advances shall be repaid (together with interest thereon) out of Interest Proceeds and Principal Proceeds on each Payment Date pursuant to the Priorities of Payments.

The Collateral Manager is under no obligation whatsoever to exercise its discretion (acting on behalf of the Issuer) to take any of the actions described above and there can be no assurance that the Balance standing to the credit of the Collateral Enhancement Account will be sufficient to fund the exercise of any right or option under any Collateral Enhancement Debt Obligation at any time. The ability of the Collateral Manager (acting on behalf of the Issuer) to exercise any rights or options under any Collateral Enhancement Debt Obligation will be partially dependent upon there being sufficient amounts standing to the credit of the Collateral Enhancement Account to pay the costs of any such exercise. If sufficient amounts are not so available, the Collateral Manager may, subject to the limits on the number of Collateral Manager Advances, at its discretion, fund the payment of any shortfall by way of a Collateral Manager Advance. However, the Collateral Manager is under no obligation to make any Collateral Manager Advance. Failure to exercise any such right or option may result in a reduction of the returns to the Subordinated Noteholders (and, potentially, Noteholders of other Classes).

Collateral Enhancement Debt Obligations and any income or return generated thereby are not taken into account for the purposes of determining satisfaction of, or required to satisfy, any of the Coverage Tests, Portfolio Profile Tests or Collateral Quality Tests.

Counterparty Risk

Participations, the Liquidity Facility Agreement and Hedge Transactions involve the Issuer entering into contracts with counterparties. Pursuant to such contracts, the counterparties agree to make payments to the Issuer under certain circumstances as described therein. The Issuer will be exposed to the credit risk of the counterparty with respect of any such payments. Other than the Liquidity Facility Provider, each such counterparty is required to satisfy the applicable Rating Requirement upon entry into the applicable contract or instrument.

Such credit risk exposes the Issuer not just to insolvency risk but also potentially the risk of the effect of a special resolution regime where the counterparty is a regulated entity within the scope of such regime. A special resolution regime may consist of stabilisation options exercisable by the relevant competent supervisory authorities, including bail-in, and special insolvency procedures. In general terms, the purpose of the stabilisation options is to address the situation where all or part of a business of a relevant entity has encountered, or is likely to encounter, financial difficulties, giving rise to wider public interest concerns. Bail-in means that certain claims of creditors of the relevant entity are reduced, written down to zero and/or converted to equity. The exact scope of the stabilisation options depends on the particular special resolution regime that is applicable. Any such event in respect of a counterparty of the Issuer may result in a significant loss for the Issuer as a creditor of such counterparty.

In the event that a Hedge Counterparty is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, the terms of the applicable Hedge Agreement will generally provide for

a termination event unless such Hedge Counterparty either transfers its obligations under the applicable Hedge Agreement to a replacement counterparty with the requisite ratings, obtains a guarantee of its obligations by a guarantor with the requisite ratings, collateralises its obligations in a manner satisfactory to the Rating Agencies or employs some other strategy as results in the rating of the Rated Notes being maintained at their then current level within the remedy period specified in the ratings criteria of the Rating Agencies. There can be no assurance that the applicable Hedge Counterparty will be able to transfer its obligations to a suitable replacement counterparty or exercise any of the other aforementioned remedies within the specified remedy period. Failure to do so may result in interest rate or currency mismatches, which could adversely affect the ability of the Issuer to make payments on the Notes as the Issuer may not receive payments it would otherwise be entitled to from such Hedge Counterparty to cover its interest rate risk exposure or currency risk exposure in respect of Non-Euro Obligations for so long as the Issuer has not entered into a replacement Hedge Transaction (see “*Interest Rate Risk*” and “*Currency Risk*” below). For further information, see “*Hedging Arrangements*” below.

Similarly, the Issuer will be exposed to the credit risk of the Account Bank and the Custodian to the extent of, respectively, all cash of the Issuer held in the Accounts and all Collateral of the Issuer held by the Custodian.

In the event that the Account Bank or the Custodian is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, the Issuer shall use its reasonable endeavours to procure the appointment of a replacement Account Bank or Custodian, as the case may be, with the applicable Rating Requirement and which is acceptable to the Trustee within 30 days of such withdrawal or downgrade.

Liquidity Risk

The Liquidity Facility is available for the period from (and including) the Issue Date to (but excluding) the earliest of (a) the Business Day that is immediately preceding the date that is four years from the Issue Date, subject to renewal for one or two additional one year periods in accordance with the Liquidity Facility Agreement; (b) the date on which the Liquidity Facility is cancelled in its entirety in accordance with its provisions; and (c) the date on which the Rated Notes are redeemed in full, or in each case, if such day is not a Business Day, the Business Day immediately prior to such day (the “**Commitment Period**”). The Commitment Period is therefore expected to be considerably shorter than the term of the Notes. If there is any shortfall in any amounts due and payable by the Issuer under, and in accordance with, the Interest Proceeds Priority of Payments on any Payment Date following the expiry of the Commitment Period, the Issuer will not be able to obtain Liquidity Drawings for the purpose of payment of such shortfall.

Concentration Risk

The Issuer will invest in Collateral Debt Obligations consisting primarily of Senior Secured Loans, Senior Secured Bonds, Corporate Rescue Loans, Senior Unsecured Obligations, High Yield Bonds, Second Lien Loans and Mezzanine Obligations. Although no significant concentration with respect to any particular Obligor, industry or country is expected to exist at the Effective Date, the concentration of the Portfolio in any one Obligor would subject the Notes to a greater degree of risk with respect to defaults by such Obligor, and the concentration of the Portfolio in any one industry would subject the Notes to a greater degree of risk with respect to economic downturns relating to such industry. The Portfolio Profile Tests and Collateral Quality Tests attempt to mitigate any concentration risk in the Portfolio. See “*The Portfolio - Portfolio Profile Tests and Collateral Quality Tests*” section of this Offering Circular. Although the resulting diversification of Collateral may reduce the risk described above, the diversification requirements applicable to the Issuer may cause the Issuer to invest in obligors or industries that suffer more defaults than if the Issuer were not required to invest in a diversified portfolio.

Credit Risk

Risks applicable to Collateral Debt Obligations also include the possibility that earnings of the Obligor may be insufficient to meet its debt service obligations thereunder and the declining creditworthiness and potential for insolvency of the Obligor of such Collateral Debt Obligations during periods of rising interest rates and economic downturn. An economic downturn could severely disrupt the market for leveraged loans and adversely affect the value thereof and the ability of the obligor thereunder to repay principal and interest.

Interest Rate Risk

Certain Classes of Notes will bear interest at a floating rate based on EURIBOR. It is possible that Collateral Debt Obligations (in particular Senior Secured Bonds and High Yield Bonds) may bear interest at fixed rates and there is no requirement that the amount or portion of Collateral Debt Obligations securing the Notes must bear interest on a particular basis, save for the Portfolio Profile Tests which requires that not more than 12.50 per cent. of the Aggregate Collateral Balance may comprise Fixed Rate Collateral Debt Obligations.

In addition, any payments of principal or interest received in respect of Collateral Debt Obligations and not otherwise reinvested during the Reinvestment Period in Substitute Collateral Debt Obligations will generally be invested in Eligible Investments until shortly before the next Payment Date. There is no requirement that such Eligible Investments bear interest on a particular basis, and the interest rates available for such Eligible Investments are inherently uncertain. As a result of these factors, it is expected that there will be a fixed/floating rate mismatch and/or a floating rate basis mismatch (including in the case of Collateral Debt Obligations or Eligible Investments which pay a floating rate based on a benchmark other than EURIBOR or LIBOR), maturity date mismatch and mismatch in timing of determination of the applicable floating rate benchmark, in each case between the Notes and the underlying Collateral Debt Obligations and Eligible Investments. Such mismatch may be material and may change from time to time as the composition of the related Collateral Debt Obligations and Eligible Investments change and as the liabilities of the Issuer accrue or are repaid. As a result of such mismatches, changes in the level of the EURIBOR or LIBOR could adversely affect the ability to make payments on the Notes. In addition, pursuant to the Collateral Management Agreement, the Collateral Manager, acting on behalf of the Issuer, is authorised to enter into the Interest Rate Hedge Transactions in order to mitigate such interest rate mismatches from time to time, subject to receipt in each case of Rating Agency Confirmation in respect thereof (unless such Interest Rate Hedge Transaction is in a form in respect of which the Issuer (or the Collateral Manager on behalf of the Issuer) has previously received approval from each Rating Agency) and subject to certain regulatory considerations in relation to swaps, discussed in “*EMIR*” and “*Commodity Pool Regulation*” above. In particular, the Issuer may enter into the Issue Date Interest Rate Hedge Transactions on or around the Issue Date in order to mitigate its exposure to increases in EURIBOR or LIBOR-based payments of interest payable by the Issuer under the Rated Notes as further described in “*Hedging Arrangements*”. However, the Issuer will depend on each Interest Rate Hedge Counterparty to perform its obligations under any Interest Rate Hedge Transaction to which it is a party and if any Interest Rate Hedge Counterparty defaults or becomes unable to perform due to insolvency or otherwise, the Issuer may not receive payments it would otherwise be entitled to from such Interest Rate Hedge Counterparty to cover its interest rate risk exposure. Furthermore, the terms of the Hedge Agreements may provide for the ability of the Hedge Counterparty to terminate such Hedge Agreement upon the occurrence of certain events, including related to certain regulatory matters. Any such termination in the case of an Interest Rate Hedge Transaction would result in the Issuer’s exposure to interest rate exposure increasing, and may result in the Issuer being required to pay a termination amount to the relevant Hedge Counterparty. See further “*Hedging Arrangements*” below.

Interest Amounts are due and payable in respect of the Rated Notes and the Class M-2 Subordinated Notes on a quarterly basis prior to the occurrence of a Frequency Switch Event and on a semi-annual basis following the occurrence of a Frequency Switch Event. If a significant number of Collateral Debt Obligations pay interest on a semi-annual or annual basis, there may be insufficient interest received to make quarterly interest payments on the Rated Notes and the Class M-2 Subordinated Notes (at all times prior to the occurrence of a Frequency Switch Event). In order to mitigate the effects of any such timing mis-match, prior to the occurrence of a Frequency Switch Event, the Issuer will be required to hold back a portion of the interest received on Collateral Debt Obligations which pay interest less than quarterly in order make quarterly payments of interest on the Notes (“**Interest Smoothing**”). There can be no assurance that Interest Smoothing shall be sufficient to mitigate any timing mismatch. In addition, to mitigate reset risk, a Frequency Switch Event shall occur if (amongst other things) sufficient Collateral Debt Obligations reset from quarterly to semi-annual pay, as more particularly described in the definition of “**Frequency Switch Event**”. There can be no assurance that Interest Smoothing and the occurrence of a Frequency Switch Event shall be sufficient to mitigate such timing and reset risks.

There can be no assurance that the Collateral Debt Obligations and Eligible Investments securing the Notes will in all circumstances generate sufficient Interest Proceeds to make timely payments of interest on the Rated Notes and the Class M-2 Subordinated Notes and that any particular levels of residual return will be generated on the Subordinated Notes or that the Issue Date Interest Rate Hedge Transactions (if any) would be sufficient to mitigate any interest rate risk.

Furthermore, the Issuer is exposed to interest rate risk by virtue of the Accounts. As interest rate levels fluctuate over time, the Issuer may be entitled to a lower rate of interest on some or all Accounts or, in some circumstances, may be required to pay a negative interest rate to the Account Bank and/or the Custodian, as applicable, (which would be payable as Administrative Expenses subject to the Priorities of Payment). Any such lower or negative rate of interest will reduce the funds available for the Issuer to make distributions in respect of the Notes.

Unhedged Collateral Debt Obligations

The percentage of the Portfolio that is comprised of these types of obligations may increase or decrease over the life of the Notes within the limits set by the Portfolio Profile Tests. Although the Issuer intends to hedge against certain currency exposures pursuant to the Asset Swap Transactions it is not a requirement that all Non-Euro Obligations must be Asset Swap Obligations and some may be Unhedged Collateral Debt Obligations. Accordingly, fluctuations in the Euro exchange rate for currencies in which Non-Euro Obligations are denominated may lead to the proceeds of the Collateral Debt Obligations being insufficient to pay all amounts due to the respective Classes of Noteholders or may result in a decrease in value of the Collateral for the purposes of sale hereof upon enforcement of the security over it.

Notwithstanding that Non-Euro Obligations may have an associated Asset Swap Transaction which will include currency protection provisions, losses may be incurred due to fluctuations in the Euro exchange rates and in the event of a default by the relevant Asset Swap Counterparty under any such Asset Swap Transaction. In addition, fluctuations in Euro exchange rates may result in a decrease in value of the Portfolio for the purposes of sale thereof upon enforcement of the security over it. Furthermore, the terms of the Hedge Agreements may provide for the ability of the Asset Swap Counterparty to terminate such Hedge Agreement upon the occurrence of certain events, including related to certain regulatory matters. Any such termination in the case of an Asset Swap Transaction would result in the Issuer being exposed to currency risk in respect of the related Non-Euro Obligations for so long as the Issuer has not entered into a replacement Asset Swap Transaction, and may result in the Issuer being required to pay a termination amount to the relevant Asset Swap Counterparty. See further “*Hedging Arrangements*” below.

In addition, it may be necessary for the Issuer to make substantial up-front payments in order to enter into currency hedging arrangements on the terms required by the Collateral Management Agreement, and the Issuer’s on-going payment obligations under the Asset Swap Transactions (including termination payments) may be significant. The payments associated with such hedging arrangements generally rank senior to payments on the Notes.

Defaults, prepayments, trading and other events increase the risk of a mismatch between the Asset Swap Transactions, the Non-Euro Obligations and the Notes. This may cause losses. The Collateral Manager may be limited at the time of reinvestment in its choice of Collateral Debt Obligations because of the cost of the foreign exchange hedging and due to restrictions in the Collateral Management Agreement with respect to exercising such hedging. In addition, it may not be economically advantageous or feasible for the Issuer to exercise its hedging arrangements and such hedging arrangements may not be sufficient to protect the Issuer from fluctuations in exchange rates.

The Issuer will depend upon the Asset Swap Counterparty to perform its obligations under any hedges. If the Asset Swap Counterparty defaults or becomes unable to perform due to insolvency or otherwise, the Issuer may not receive payments it would otherwise be entitled to from the Asset Swap Counterparty to cover its foreign exchange exposure.

International Investing

The Portfolio will consist of obligations of, or securities issued by, obligors organised under the laws of a variety of different countries. Investing in certain countries may involve greater risks than investing in other countries, including: (i) less publicly available information; (ii) varying levels of governmental regulation and supervision; (iii) the difficulty of enforcing legal rights in a foreign jurisdiction and uncertainties as to the status, interpretation and application of laws; and (iv) foreign exchange controls. Moreover accounting, auditing and financial reporting standards, practices and requirements may vary from jurisdiction to jurisdiction.

Different markets also have different clearance and settlement procedures, which could create delays in the purchase and sale of Portfolio. Delays in settlement could result in periods when assets of the Issuer are uninvested or invested in short term investments with low yields. The inability to sell Collateral Debt Obligations due to settlement problems could result in losses due to subsequent declines in the value of the Collateral Debt Obligations.

Reinvestment Risk/Uninvested Cash Balances

To the extent the Collateral Manager maintains cash balances invested in short-term investments instead of higher yielding loans or bonds, portfolio income will be reduced which will result in reduced amounts available for payment on the Notes. In general, the larger the amount and the longer the time period during which cash balances remain uninvested the greater the adverse impact on portfolio income which will reduce amounts available for payment on the Notes, especially the Subordinated Notes. The extent to which cash balances remain uninvested will be subject to a variety of factors, including future market conditions and is difficult to predict.

During the Reinvestment Period, subject to compliance with certain criteria and limitations described herein, the Collateral Manager will have discretion to dispose of certain Collateral Debt Obligations and to reinvest the proceeds thereof in Substitute Collateral Debt Obligations in compliance with the Reinvestment Criteria. In addition, during the Reinvestment Period, to the extent that any Collateral Debt Obligations prepay or mature prior to the Maturity Date, the Collateral Manager will seek, to invest the proceeds thereof in Substitute Collateral Debt Obligations, subject to the Reinvestment Criteria. The yield with respect to such Substitute Collateral Debt Obligations will depend, among other factors, on reinvestment rates available at the time, on the availability of investments which satisfy the Reinvestment Criteria and are acceptable to the Collateral Manager, and on market conditions related to high yield securities and bank loans in general. The need to satisfy such Reinvestment Criteria and identify acceptable investments may require the purchase of Collateral Debt Obligations with a lower yield than those replaced, with different characteristics than those replaced (including, but not limited to, coupon, maturity, call features and/or credit quality) or require that such funds be maintained in cash or Eligible Investments pending reinvestment in Substitute Collateral Debt Obligations, which will further reduce the yield on the Adjusted Aggregate Collateral Balance. Any decrease in the yield on the Adjusted Aggregate Collateral Balance will have the effect of reducing the amounts available to make distributions on the Notes which will adversely affect cash flows available to make payments on the Notes, especially the most junior Class or Classes of Notes. There can be no assurance that in the event Collateral Debt Obligations are sold, prepaid, or mature, yields on Collateral Debt Obligations that are eligible for purchase will be at the same levels as those replaced and there can be no assurance that the characteristics of any Substitute Collateral Debt Obligations purchased will be the same as those replaced and there can be no assurance as to the timing of the purchase of any Substitute Collateral Debt Obligations.

The timing of the initial investment of the net proceeds of issue of the Notes remaining after the payment of certain fees and expenses due and payable by the Issuer on the Issue Date and reinvestment of Sale Proceeds, Scheduled Principal Proceeds and Unscheduled Principal Proceeds, can affect the return to holders of, and cash flows available to make payments on, the Notes, especially the most junior Class or Classes of Notes. Loans and privately placed high yield securities are not as easily (or as quickly) purchased or sold as publicly traded securities for a variety of reasons, including confidentiality requirements with respect to Obligor information, the customised nature of loan agreements and private syndication. The reduced liquidity and lower volume of trading in loans, in addition to restrictions on investment represented by the Reinvestment Criteria, could result in periods of time

during which the Issuer is not able to fully invest its cash in Collateral Debt Obligations. The longer the period between reinvestment of cash in Collateral Debt Obligations, the greater the adverse impact may be on the aggregate amount of the Interest Proceeds collected and distributed by the Issuer, including on the Notes, especially the most junior Class or Classes of Notes, thereby resulting in lower yields than could have been obtained if Principal Proceeds were immediately reinvested. In addition, loans are often prepayable by the borrowers thereof with no, or limited, penalty or premium. As a result, loans generally prepay more frequently than other corporate debt obligations of the issuers thereof. Senior loans usually have shorter terms than more junior obligations and often require mandatory repayments from excess cash flow, asset dispositions and offerings of debt and/or equity securities. The increased levels of prepayments and amortisation of loans increase the associated reinvestment risk on the Collateral Debt Obligations which risk will first be borne by holders of the Subordinated Notes and then by holders of the Rated Notes, beginning with the most junior Class.

In addition, the amount of Collateral Debt Obligations owned by the Issuer on the Issue Date, the timing of purchases of additional Collateral Debt Obligations on and after the Issue Date and the scheduled interest payment dates of those Collateral Debt Obligations may have a material impact on collections of Interest Proceeds during the first Due Period, which could affect interest payments on the Rated Notes and the payment of residual distributions to the Subordinated Notes on the first Payment Date.

Ratings on Collateral Debt Obligations

The Collateral Quality Tests, the Portfolio Profile Tests and the Coverage Tests are sensitive to variations in the ratings applicable to the underlying Collateral Debt Obligations. Generally, deteriorations in the business environment or increases in the business risks facing any particular Obligor may result in downgrade of its obligations, which may result in such obligation becoming a Credit Impaired Obligation, a Moody's Caa Obligation or S&P CCC Obligation (and therefore potentially subject to haircuts in the determination of the Par Value Tests and restriction in the Portfolio Profile Tests) or a Defaulted Obligation. The Collateral Management Agreement contains detailed provisions for determining the Moody's Rating and the S&P Rating. In most instances, the Moody's Rating and the S&P Rating will not be based on or derived from a public rating of the Obligor or the actual Collateral Debt Obligation. In most cases, the S&P Rating and Moody's Rating in respect of a Collateral Debt Obligation will be based on a confidential credit estimate determined separately by S&P and Moody's. Such confidential credit estimates are private and therefore not capable of being disclosed to Noteholders. In addition, some ratings will be derived by the Collateral Manager based on, among other things, Obligor group or Affiliate ratings, comparable ratings provided by a different Rating Agency and, in certain circumstances, temporary ratings applied by the Collateral Manager. In certain cases, the Moody's Rating and/or the S&P Rating of a Collateral Debt Obligation may be derived from a rating assigned to such Collateral Debt Obligation by a different rating agency. Such derived ratings will not reflect detailed credit analysis of the particular Collateral Debt Obligation and may reflect a more or less conservative view of the actual credit risk of such Collateral Debt Obligation than any such fundamental credit analysis might, if conducted, warrant; and model-derived variations in such ratings may occur (and have consequential effects on the Collateral Quality Tests, the Portfolio Profile Tests and the Coverage Tests) without necessarily reflecting comparable variation in the actual credit quality of the Collateral Debt Obligation in question. Please see "*Ratings of the Notes*" and "*The Portfolio*".

In addition to the ratings assigned to the Rated Notes by the Rating Agencies, the Issuer will be utilising ratings assigned by rating agencies to Obligors of individual Collateral Debt Obligations. The Collateral Quality Tests, the Portfolio Profile Tests and the Coverage Tests are sensitive to variations in the ratings applicable to the underlying Collateral Debt Obligations. Generally, deteriorations in the business environment or increases in the business risks facing any particular Obligor may result in downgrade of its obligations, which may result in such obligation becoming a Credit Impaired Obligation, a Moody's Caa Obligation, an S&P CCC Obligation (and therefore potentially subject to haircuts in the determination of the Par Value Tests and restriction in the Portfolio Profile Tests) or a Defaulted Obligation. The Collateral Management Agreement contains detailed provisions for determining the Moody's Rating and the S&P Rating. In most instances, the Moody's Rating and the S&P Rating will not be based on or derived from a public rating of the Obligor or the actual Collateral Debt Obligation. In most cases, the Moody's Rating and the S&P Rating in respect of a Collateral Debt Obligation will be based on a confidential credit estimate determined separately by Moody's and S&P. Such confidential credit estimates are

private and therefore not capable of being disclosed to Noteholders. In addition, some ratings will be derived by the Collateral Manager based on, among other things, Obligor group or affiliate ratings, comparable ratings provided by a different Rating Agency and, in certain circumstances, temporary ratings applied by the Collateral Manager. Furthermore, such derived ratings will not reflect detailed credit analysis of the particular Collateral Debt Obligation and may reflect a more or less conservative view of the actual credit risk of such Collateral Debt Obligation than any such fundamental credit analysis might, if conducted, warrant; and model-derived variations in such ratings may occur (and have consequential effects on the Collateral Quality Tests, the Portfolio Profile Tests and the Coverage Tests) without necessarily reflecting comparable variation in the actual credit quality of the Collateral Debt Obligation in question. Please see “*The Portfolio*” and “*Ratings of the Notes*”.

There can be no assurance that rating agencies will continue to assign such ratings utilising the same methods and standards utilised today despite the fact that such Collateral Debt Obligation might still be performing fully to the specifications set forth in its Underlying Instrument. Any change in such methods and standards could result in a significant rise in the number of Moody’s Caa Obligations and S&P CCC Obligations in the Portfolio, which could cause the Issuer to fail to satisfy the Par Value Tests on subsequent Determination Dates, which failure could lead to the early amortisation of some or all of one or more Classes of the Notes. See Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

Insolvency Considerations relating to Collateral Debt Obligations

Collateral Debt Obligations may be subject to various laws enacted for the protection of creditors in the countries of the jurisdictions of incorporation of Obligors and, if different, in which the Obligors conduct business and in which they hold the assets, which may adversely affect such Obligors’ abilities to make payment on a full or timely basis. These insolvency considerations will differ depending on the country in which each Obligor is located or domiciled and may differ depending on whether the Obligor is a non sovereign or a sovereign entity. In particular, it should be noted that a number of continental European jurisdictions operate “debtor friendly” insolvency regimes which would result in delays in payments under Collateral Debt Obligations where obligations thereunder are subject to such regimes, in the event of the insolvency of the relevant Obligor.

The different insolvency regimes applicable in the different European jurisdictions result in a corresponding variability of recovery rates for Senior Loans, Senior Secured Bonds, Mezzanine Obligations, Corporate Rescue Loans, Mezzanine Obligations and High Yield Bonds entered into by Obligors in such jurisdictions. No reliable historical data is available.

Lender Liability Considerations; Equitable Subordination

In recent years, a number of judicial decisions in the United States and other jurisdictions have upheld the right of borrowers to sue lenders or bondholders on the basis of various evolving legal theories (collectively, termed “lender liability”). Generally, lender liability is founded upon the premise that an institutional lender or bondholder has violated a duty (whether implied or contractual) of good faith and fair dealing owed to the borrower or issuer or has assumed a degree of control over the borrower or issuer resulting in the creation of a fiduciary duty owed to the borrower or issuer or its other creditors or shareholders. Although it would be a novel application of the lender liability theories, the Issuer may be subject to allegations of lender liability. However, the Issuer does not intend to engage in, and the Collateral Manager does not intend to advise the Issuer with respect to any, conduct that would form the basis for a successful cause of action based upon lender liability.

In addition, under common law principles that in some cases form the basis for lender liability claims, if a lender or bondholder (a) intentionally takes an action that results in the under capitalisation of a borrower to the detriment of other creditors of such borrower, (b) engages in other inequitable conduct to the detriment of such other creditors, (c) engages in fraud with respect to, or makes misrepresentations to, such other creditors or (d) uses its influence as a stockholder to dominate or control a borrower to the detriment of other creditors of such borrower, a court may elect to subordinate the claim of the offending lender or bondholder to the claims of the disadvantaged creditor or creditors, a remedy called “equitable subordination”. Because of the nature of the Collateral Debt Obligations, the Issuer may be subject to claims from creditors of an Obligor that Collateral Debt Obligations issued by such Obligor that are held by the Issuer should be equitably subordinated. However, the Issuer does not intend to engage

in, and the Collateral Manager does not intend to advise the Issuer with respect to, any conduct that would form the basis for a successful cause of action based upon the equitable subordination doctrine.

The preceding discussion is based upon principles of United States federal and state laws. Insofar as Collateral Debt Obligations that are obligations of non-United States Obligor are concerned, the laws of certain foreign jurisdictions may impose liability upon lenders or bondholders under factual circumstances similar to those described above, with consequences that may or may not be analogous to those described above under United States federal and state laws.

Loan Repricing

Leveraged loans may experience volatility in the spread that is paid on such leveraged loans. Such spreads will vary based on a variety of factors, including, but not limited to, the level of supply and demand in the leveraged loan market, general economic conditions, levels of relative liquidity for leveraged loans, the actual and perceived level of credit risk in the leveraged loan market, regulatory changes, changes in credit ratings and the methodology used by credit rating agencies in assigning credit ratings, and such other factors that may affect pricing in the leveraged loan market. Since leveraged loans may generally be prepaid at any time without penalty, the obligors of such leveraged loans would be expected to prepay or refinance such leveraged loans if alternative financing were available at a lower cost. For example, if the credit ratings of an obligor were upgraded, the obligor were recapitalised or if credit spreads were declining for leveraged loans, such obligor would likely seek to refinance at a lower credit spread. Declining credit spreads in the leveraged loan market and increasing rates of prepayments and refinancings will likely result in a reduction of portfolio yield and interest collections on the Collateral Debt Obligations, which would have an adverse effect on the amount available for distributions on Notes, beginning with the Subordinated Notes as the most junior Classes.

Downward movements in interest rates could also adversely affect the performance of non-investment grade bonds with call or redemption features. Such a call or redemption feature would permit the issuer of such debt securities to repurchase such securities from the Issuer. If a call were exercised by such an issuer during a period of declining interest rates, the Issuer likely would have to replace such called non-investment Collateral Debt Obligations with lower yielding Collateral Debt Obligations.

Collateral Manager

The Collateral Manager is given authority in the Collateral Management Agreement to act as Collateral Manager to the Issuer in respect of the Portfolio pursuant to and in accordance with the parameters and criteria set out in the Collateral Management Agreement. See “*The Portfolio*” and “*The Collateral Manager*” sections of this Offering Circular. The powers and duties of the Collateral Manager in relation to the Portfolio include effecting, on behalf of the Issuer, in accordance with the provisions of the Collateral Management Agreement: (a) the acquisition of Collateral Debt Obligations during the Reinvestment Period; (b) the sale of Collateral Debt Obligations during the Reinvestment Period (subject to certain limits) and, at any time, upon the occurrence of certain events (including a Collateral Debt Obligation becoming a Defaulted Obligation, a Credit Improved Obligation or a Credit Impaired Obligation); and (c) the participation in restructuring and work-outs of Collateral Debt Obligations on behalf of the Issuer. See “*The Portfolio*” section of this Offering Circular. Any analysis by the Collateral Manager (on behalf of the Issuer) of Obligors under Collateral Debt Obligations which it is purchasing (on behalf of the Issuer) or which are held in the Portfolio from time to time will, in respect of Collateral Debt Obligations which are publicly listed bonds, be limited to a review of readily available public information and in respect of Collateral Debt Obligations which are bonds which are not publicly listed, any analysis by the Collateral Manager (on behalf of the Issuer) will be in accordance with standard review procedures for such type of bonds and, in respect of Collateral Debt Obligations which are Assignments or Participations of senior and mezzanine loans and in relation to which the Collateral Manager has non public information, such analysis will include due diligence of the kind common in relation to senior and mezzanine loans of such kind.

In addition, the Collateral Management Agreement places significant restrictions on the Collateral Manager’s ability to buy and sell Collateral Debt Obligations on behalf of the Issuer, and the Collateral Manager is required to comply with the restrictions contained in the Collateral Management Agreement. Accordingly, during certain

periods or in certain specified circumstances, the Collateral Manager may be unable to buy or sell Collateral Debt Obligations on behalf of the Issuer or to take other actions which it might consider in the best interest of the Issuer and the Noteholders, as a result of the restrictions set forth in the Collateral Management Agreement.

Pursuant to the Collateral Management Agreement, the Collateral Manager will not be liable for any losses or damages resulting from the performance of its duties in accordance with the standard of care under the Collateral Management Agreement, except by reason of acts or omissions constituting bad faith, fraud, wilful misconduct, wilful breach, gross negligence (as such concept is interpreted by the New York courts) or reckless disregard in the performance of its obligations thereunder and provided that nothing shall relieve the Collateral Manager from contractual liability under the Collateral Management Agreement in the event that the Collateral Manager fails to perform its duties in accordance with the standard of care specified therein. Investors should note that, for such purpose and notwithstanding that the Notes and the Transaction Documents are governed by English law, the interpretation of “gross negligence” will be made as such concept is interpreted by the New York courts. The concept of “gross negligence” may be interpreted by a New York court as implying a significantly lower standard than negligence on the part of the Collateral Manager than ordinary negligence under English law requiring conduct akin to intentional wrongdoing or reckless indifference. As a result, the Collateral Manager may have no liability for its actions or inactions under the Collateral Management Agreement where it would otherwise have been liable for failing to reach the required standard of care if a mere ordinary negligence standard were applied or if the New York courts were not designated as the courts to interpret the concept of “gross negligence” under the Collateral Management Agreement.

The Issuer is a newly formed entity and has no operating history or performance record of its own, other than in respect of the Warehouse Arrangements. The actual performance of the Issuer will depend on numerous factors which are difficult to predict and may be beyond the control of the Collateral Manager. The nature of, and risks associated with, the Issuer’s future investments may differ substantially from those investments and strategies undertaken historically by the Collateral Manager and such persons. There can be no assurance that the Issuer’s investments will perform as well as the past investments of any such persons or entities.

The performance of other collateralised debt obligation vehicles (“**CLO Vehicles**”) or other similar investment funds (“**Other Funds**”) managed or advised by the Collateral Manager or Affiliates of the Collateral Manager should not be relied upon as an indication or prediction of the performance of the Issuer. Such other CLO Vehicles and Other Funds may have significantly different characteristics, including but not limited to their structures, composition of the collateral pool, investment objectives, leverage, financing costs, fees and expenses, management personnel and other terms when compared to the Issuer and may have been formed and managed under significantly different market conditions than those which apply to the Issuer and its Portfolio.

The Issuer will be highly dependent on the financial and managerial experience of certain individuals associated with the Collateral Manager in analysing, selecting and managing the Collateral Debt Obligations. There can be no assurance that such key personnel currently associated with the Collateral Manager or any of its Affiliates will remain in such position throughout the life of the transaction. The loss of one or more of such individuals could have a material adverse effect on the performance of the Issuer.

In addition, the Collateral Manager may resign or be removed in certain circumstances as described herein under “*Description of the Collateral Management Agreement*”. There can be no assurance that any successor manager would have the same level of skill in performing the obligations of the Collateral Manager, in which event payments on the Notes could be reduced or delayed.

The Collateral Manager is not required to devote all of its time to the performance of the Collateral Management Agreement and will continue to advise and manage other investment funds in the future.

No Placement Agent or Arranger Role Post-Closing

The Placement Agent and the Arranger take no responsibility for, and have no obligations in respect of, the Issuer and will have no obligation to monitor the performance of the Portfolio or the actions of the Collateral Manager or the Issuer and no authority to advise the Collateral Manager or the Issuer or to direct their actions, which will be

solely the responsibility of the Collateral Manager and the Issuer. If the Placement Agent or the Arranger or their respective Affiliates act as counterparty to any hedge, swap or derivative transaction entered into by the Issuer (to the extent permitted under the Trust Deed) or own Notes, they will have no responsibility to consider the interests of any other owner of Notes with respect to actions they take or refrain from taking in such capacity.

Acquisition and Disposition of Collateral Debt Obligations

The estimated net proceeds of the issue of the Notes after payment of fees and expenses payable on or about the Issue Date (including, without duplication amounts deposited into the Expense Reserve Account) are expected to be approximately €404,300,000. A portion of such proceeds will be used by the Issuer for the repayment of any amounts borrowed by the Issuer under the Warehouse Arrangements (together with any interest thereon) and all other amounts due in order to finance the acquisition of warehoused Collateral Debt Obligations purchased by the Issuer prior to the Issue Date. The remaining proceeds shall (a) be used to fund the Interest Reserve Account and (b), after application of amounts in (a), to be retained in the Unused Proceeds Account and used to purchase additional Collateral Debt Obligations during the Initial Investment Period (as defined in the Conditions). The Collateral Manager's decisions concerning purchases of Collateral Debt Obligations will be influenced by a number of factors, including market conditions and the availability of securities and loans satisfying the Eligibility Criteria, compliance with the Reinvestment Criteria and the other requirements of the Collateral Management Agreement. The failure or inability of the Collateral Manager to acquire Collateral Debt Obligations with the proceeds of the offering or to reinvest Sale Proceeds or payments and prepayments of principal in Substitute Collateral Debt Obligations in a timely manner will adversely affect the returns on the Notes, in particular with respect to the most junior Class or Classes.

Under the Collateral Management Agreement and as described herein, the Collateral Manager may only, on behalf of the Issuer, dispose of a limited percentage of Collateral Debt Obligations in any period of 12 calendar months as well as any Collateral Debt Obligation that meets the definition of a Defaulted Obligation, an Exchanged Security and, subject to the satisfaction of certain conditions, a Credit Impaired Obligation or Credit Improved Obligation. Notwithstanding such restrictions and subject to the satisfaction of the conditions set forth in the Collateral Management Agreement, sales and purchases by the Collateral Manager of Collateral Debt Obligations on behalf of the Issuer could result in losses by the Issuer, which will be borne in the first instance by the holders of the Subordinated Notes and then by holders of the Rated Notes, beginning with the most junior Class.

In addition, circumstances may exist under which the Collateral Manager may believe that it is in the best interests of the Issuer to dispose of a Collateral Debt Obligation, but will not be permitted to do so under the terms of the Collateral Management Agreement.

Regulatory Risk Related to Lending

In many jurisdictions, especially in continental Europe, engaging in lending activities "in" certain jurisdictions whether conducted via the granting of loans, purchases of receivables, discounting of invoices, guarantee transactions or otherwise (collectively, "**Lending Activities**") is generally considered a regulated financial activity and, accordingly, must be conducted in compliance with applicable local banking laws. In many such jurisdictions, there is comparatively little statutory, regulatory or interpretive guidance issued by the competent authorities or other authoritative guidance as to what constitutes the conduct of Lending Activities in such jurisdictions.

As such, Collateral Debt Obligations may be subject to these local law requirements. Moreover, these regulatory considerations may differ depending on the country in which each Obligor is located or domiciled, on the type of Obligor and other considerations. Therefore, at the time when Collateral Debt Obligations are acquired by the Issuer, there can be no assurance that, as a result of the application of regulatory law, rule or regulation or interpretation thereof by the relevant governmental body or agency, or change in such application or interpretation thereof by such governmental body or agency, payments on the Collateral Debt Obligations might not in the future be adversely affected as a result of such application of regulatory law or that the Issuer might become subject to proceedings or action by the relevant governmental body or agency, which if determined adversely to the Issuer, may adversely affect its ability to make payments in respect of the Notes.

Valuation Information; Limited Information

None of the Placement Agent, the Arranger, the Collateral Manager or any other transaction party will be required to provide periodic pricing or valuation information to investors. Investors will receive limited information with regard to the Collateral Debt Obligations and none of the transaction parties (including the Issuer, Trustee, or Collateral Manager) will be required to provide any information other than what is required in the Trust Deed or the Collateral Management Agreement. Furthermore, if any information is provided to the Noteholders (including required reports under the Trust Deed), such information may not be audited. Finally, the Collateral Manager may be in possession of material, non-public information with regard to the Collateral Debt Obligations and will not be required to disclose such information to the Noteholders.

Certain Conflicts of Interest

The Placement Agent and its Affiliates and the Collateral Manager and their Affiliates, are acting in a number of capacities in connection with the transaction described herein, which may give rise to certain conflicts of interest. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such conflicts.

Collateral Manager

CVC Credit Partners provides investment advisory and/or investment management services to investment vehicles, pooled investment funds and managed account arrangements and engages in other activities. In addition, in managing its proprietary account, a member of CVC may purchase or sell securities for its own account that such member of CVC also recommends to Other Clients (as defined below).

Various potential and actual conflicts of interest may arise from the overall investment activities of CVC, Collateral Manager, any Affiliates (including for the purposes of this section only and without limitation, CVC Credit Partners Group Limited and CVC Credit Partners Investment Management Limited) or any director, officer or employee of a CVC Fund (all such persons collectively, “**Collateral Manager Related Persons**”). CVC is a global alternative asset manager and, as such, may have multiple advisory, management, transactional, financial and other interests that may conflict with those of the Issuer and its Noteholders. CVC may in the future engage in further activities that may result in additional conflicts of interest not addressed below.

Noteholders should note that the Collateral Management Agreement may contain provisions that, subject to applicable law, reduce or eliminate the duties, including fiduciary and other duties, to the Issuer to which the Collateral Manager and its Affiliates would otherwise be subject, provisions that waive or consent to conduct on the part of the Collateral Manager and its Affiliates that might not otherwise be permitted pursuant to such duties, and provisions that limit the remedies of the Issuer with respect to breaches of such duties. If any matter arises that the Collateral Manager determines in its good faith judgment constitutes an actual conflict of interest, the Collateral Manager may take such actions as it determines in good faith may be necessary or appropriate to ameliorate the conflict. There can be no assurance that the Collateral Manager will resolve all conflicts of interest in a manner that is favourable to the Issuer. By acquiring Notes, Noteholders will be deemed to have acknowledged the existence of any such actual or potential conflicts of interest and to have waived any claim with respect to any liability arising from the existence of any such conflict of interest.

Broad and Wide-Ranging Activities

As a global alternative asset manager, CVC engages in a broad spectrum of activities, including financial advisory and/or management services, investment management, sponsoring and managing private and public investment funds, advising CLOs and other activities. In the ordinary course of its business, CVC engages in activities where its interests or the interests of its clients may conflict with the interests of the Issuer and its Noteholders.

Conflicts of interest that arise between the Issuer, on the one hand, and CVC, any member of CVC, any existing or future affiliated fund or any Other Client, on the other hand, generally will be discussed and resolved on a case-by-case basis by senior management of CVC and representatives of the Collateral Manager, who may be the same individuals. Any such discussions will take into consideration the interests of the relevant parties and the

circumstances giving rise to the conflict. Investors should be aware that conflicts will not necessarily be resolved in favour of the Issuer's interests.

Other Investment Vehicles and Advisory and/or Management Relationships

CVC (including without limitation the Collateral Manager, CVC Credit Partners Group Limited and CVC Credit Partners Investment Management Limited) currently advise and/or manage certain investment vehicles, pooled investment funds and managed account arrangements, and expect in the future to continue to advise and/or manage, various other investment vehicles, pooled investment funds and managed account arrangements (collectively, "**Other Clients**"), including Other Clients with similar or identical investment objectives, strategies and policies to those of the Issuer, and it is anticipated that such Other Clients may make investments which are similar or identical to the Issuer's investments and which may create a potential conflict of interest for CVC. In addition, in managing its proprietary accounts, CVC may purchase or sell securities for its own account and references to "Other Clients" may include such activities as the context requires. CVC or such Other Clients, whether now existing or created in the future, could compete with the Issuer for the purchase and sale of investment opportunities.

Collateral Manager Related Persons may engage in transactions or investments or cause or advise Other Clients to engage in transactions or investments which may differ from or be identical to the transactions or investments engaged in by the Collateral Manager for the Issuer without notifying Noteholders. Such advice or transactions may be effected at prices or rates that are more or less favourable than the prices or rates applying to transactions effected for the Issuer and may affect the prices and availability of Collateral Debt Obligations in which the Issuer invests or seeks to invest. To the extent permitted by law, the Collateral Manager is permitted to aggregate orders for the Issuer's account with orders for Other Clients. For example, and without limitation, CVC Capital Partners is primarily engaged in advising and managing private equity funds that currently acquire controlling or significant minority interests in European, Asian and North American companies by investing primarily in equity and equity linked securities. While these investments are generally not suitable for the Issuer, certain conflicts of interest may arise in situations in which investment vehicles advised or managed by the Collateral Manager, CVC Credit Partners and/or CVC Capital Partners have made investments in different parts of the capital structure of the same company. No assurances can be made that any conflicts will be resolved in favour of the Issuer's interests.

The Collateral Manager and/or CVC may engage in transactions or investments or cause or advise Other Clients to engage in transactions or investments which may differ from or be identical to the transactions or investments engaged in by the Collateral Manager for the Issuer's account without notifying the Issuer or the Noteholders. Such advice or transactions may be effected at prices or rates that are more or less favourable than the prices or rates applying to transactions effected for the Issuer and may affect the prices and availability of assets in which the Issuer invests or seeks to invest. The Collateral Manager and the Collateral Manager Related Persons do not have any obligation to engage in any transaction or investment for the Issuer's account or to recommend any transaction to the Issuer which the Collateral Manager or the Collateral Manager Related Persons may engage in for their own accounts or the account of any Other Clients except as otherwise required by applicable law. To the extent permitted by law, the Collateral Manager and the Collateral Manager Related Persons are permitted to bunch or aggregate orders for the Issuer's account with orders for Other Clients.

CVC may purchase, sell or take other actions with respect to an investment for its own accounts or those of Other Clients, or suggest that such Other Clients make such purchase, sale or other actions prior to executing such actions for the Issuer in respect of such investment, and such actions by CVC may result in more or less favourable terms in connection with any subsequent action taken by or on behalf of the Issuer. Additionally CVC may vote and make any other determinations with respect to the investments held for its own accounts or those of its Other Clients in its sole discretion without regard to the manner in which it votes or makes any other determinations on behalf of the Issuer with respect to such investments, and such votes or determinations taken for CVC's own accounts or those of its Other Clients may conflict with those votes or determinations taken on behalf of the Issuer. The Collateral Manager is under no obligation to disclose such votes or determinations to Noteholders.

Investments in which the Collateral Manager, the Collateral Manager Related Persons and CVC Have a Different Interest

CVC may invest in a broad range of securities and instruments throughout the corporate capital structure. Accordingly, the Collateral Manager, through Collateral Debt Obligations, may invest in different parts of the capital structure of a company or other issuer in which CVC or Other Clients invest. Therefore, if Other Clients were to purchase debt or other instruments at a different level than the Issuer's Collateral Debt Obligations, CVC may, in certain instances, face a conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of, such Other Client and the Issuer.

For example, with respect to the Issuer's investments in certain companies, Other Clients may invest in equity and/or different classes of debt issued by the same companies and/or one of CVC Capital Partners' private equity funds may own some or all of the equity securities of such companies. For example, and without limitation, to the extent an investment vehicle advised or managed by CVC Capital Partners may own all or a majority of the outstanding equity securities of a company in which the Issuer invests, such funds may have the ability to elect all of the members of the board of directors of such company and thereby control its policies and operations, including the appointment of management, future issuances of common stock or other securities, the payments of dividends, if any, on its common stock, the incurrence of debt by it, amendments to its certificate of incorporation and bylaws and entering into extraordinary transactions, and such funds' interests may not in all cases be aligned with the Issuer's, which could create actual or potential conflicts of interest or the appearance of such conflicts.

Further, if Other Clients were to purchase debt or other instruments issued by a company at a different level in the company's capital structure than the Issuer's investments, CVC may, in certain instances, face a conflict of interest in respect of the advice it gives to, and the actions it takes on behalf of, such Other Client and the Issuer (e.g., with respect to the terms of such debt or other instruments, the enforcement of covenants, the terms of recapitalisations, exercise of rights, pursuit of remedies, etc.).

Other Clients could have an interest in pursuing an acquisition that would increase indebtedness, divestiture of revenue-generating assets or other transaction that could enhance the value of the private equity investment, even though the proposed transaction would subject the Issuer's debt investments to additional or increased risk. In addition, to the extent that one of the Other Clients is actually or effectively the controlling shareholder, it may be able to determine the outcome of all matters requiring stockholder approval and will be able to cause or prevent a change of control of such company or a change in the composition of its board of directors and could preclude any unsolicited acquisition of that company regardless as to whether it is in the interests of the Issuer. So long as the Other Client continues to own a significant amount of the voting power of a company in which the Issuer invests, even if such amount is less than 50%, it may continue to influence strongly, or effectively control, that company's decisions. As a result, the Fund's interests with respect to the management, investment decisions or operations of those companies may at times be in direct conflict with those of the Other Clients.

In addition, where the Issuer, CVC and/or the Other Clients invest in different parts of the capital structure of a company, their respective interests may diverge significantly in the case of financial distress of the company. For example, if additional financing is necessary as a result of financial or other difficulties, it may not be in the best interests of the Issuer to provide such additional financing. If CVC or Other Clients were to lose their respective investments as a result of such difficulties, the ability of the Collateral Manager to recommend actions in the best interests of the Issuer might be impaired. In addition, it is possible that in a bankruptcy proceeding the Issuer's interest may be subordinated or otherwise adversely affected by virtue of the Collateral Managers, the Collateral Manager Related Persons' and/or CVC's or the Other Client's involvement and actions relating to their investment. Moreover, there can be no assurance that the term of or the return on the Issuer's investment will be equivalent to or better than the term of or the returns obtained by the other affiliates or the Other Clients participating in the transaction. This may result in a loss or substantial dilution of the Issuer's investment, while CVC and/or an Other Client recovers all or part of amounts due to it.

A further example of where the Issuer, CVC and/or the Other Clients may have divergent interests where they are invested in different parts of the capital structure of a company is where such an entity is holding senior loans or debt securities of a company and may therefore want to pursue actions to protect its own rights as a creditor that are detrimental to the rights of an Other Client, CVC or the Fund, that holds more junior securities issued by the same company.

The Collateral Manager's ability to implement the Issuer's strategies effectively may be limited to the extent that contractual obligations entered into in respect of the activities of CVC impose restrictions on the Issuer engaging in transactions that the Collateral Manager may be interested in otherwise pursuing.

Due to the various conflicts described herein, actions may be taken by CVC and/or on behalf of Other Clients that are adverse to the Issuer.

While the possibility of conflicts in such circumstances can never be fully mitigated, prior to making any new investment in a company on behalf of a client, CVC Credit Partners will consider whether the interests of other clients invested in the capital structure of the company may impair its ability to act in the best interest of the client in question. When CVC Credit Partners is required to take action with respect to a security or loan investment held by a client, it is CVC Credit Partners' policy to act in the best interest of the holder of the investment with respect to which action is being taken, even though such actions may be to the detriment of others invested in the company's capital structure.

Allocation of Opportunities; Non-Exclusivity

No Collateral Manager Related Person is required to accord exclusivity or priority to the Issuer in the event of limited investment opportunities. Where there is a limited supply of an available opportunity, a Collateral Manager Related Person will allocate investment opportunities (including any related co-investment opportunities) in any manner deemed appropriate as determined in its sole discretion, taking into account considerations which may include, among other things, investment objectives, investment strategies, restrictions or other considerations deemed relevant by a Collateral Manager Related Persons. However, CVC cannot assure, and assumes no responsibility for, equality among all of their and their Affiliates' accounts and clients and, as a result, investment opportunities that fall within the Issuer's objective and/or strategy may be allocated in whole or in part, away from the Issuer.

CVC now and/or in the future advises or manages proprietary accounts and/or Other Clients having objectives similar to or the same as, in whole or in part, to those of the Issuer.

Cross Transactions and Principal Transactions

The Collateral Management Agreement permits the Collateral Manager, in its discretion, to engage on behalf of the Issuer in (a) cross transactions between the Issuer and another client of the Collateral Manager or the Collateral Manager Related Persons provided it has reasonable grounds to believe that any such cross transaction is justified from the perspective of the Issuer and is consistent with the Issuer's investment policies and (b) agency cross transactions effected through a broker-dealer affiliated with the Collateral Manager, in each case upon the terms and subject to the conditions set out in the Collateral Management Agreement.

The Collateral Management Agreement also permits the Collateral Manager to engage on behalf of the Issuer in principal transactions, subject to procedures developed by the Collateral Manager to address conflicts of interest. The Collateral Manager's current procedures regarding principal transactions require that it obtain, prior to effecting any principal transaction, the consent of the board of directors of the Issuer to such principal transaction. Those procedures require that the Collateral Manager disclose to the board of directors of the Issuer (i) the capacity in which it is acting; (ii) that the transaction is a purchase or sale for no consideration other than cash payment against prompt delivery of the Collateral Debt Obligation for which market quotations are readily available; (iii) that the transaction is effected at the independent current market price determined as follows (x) if the transaction is an interest in a bank loan traded in a dealer market, at the next price reported at the close of such market by an independent pricing service so long as the reliability of the prices provided by the pricing service have been found to be indicative of market value; and (y) for all other transactions, the average of at least two current independent bids determined on the basis of reasonable inquiry; (iv) that the transaction is consistent with the investment policies of the Issuer; and (v) that no brokerage commission or fee (except for customary transfer fees or other remuneration) will be paid in connection with the transaction.

Neither the Collateral Manager nor any Collateral Manager Related Person will be liable to the Issuer, the Trustee, the Noteholders or any other Person for any loss incurred as a result of the actions taken by or recommended by the

Collateral Manager under the Collateral Management Agreement, except by reason of acts or omissions constituting bad faith, fraud, wilful misconduct, wilful breach, gross negligence (as such concept is interpreted by the New York courts) or reckless disregard in the performance of its obligations thereunder. Subject to the above mentioned standard of conduct, the Collateral Manager, its shareholders, directors, officers, partners, members, managers, attorneys, advisors, agents, employees and each Collateral Manager Related Person will be entitled to indemnification by the Issuer for any losses or liabilities, including legal or other expenses, relating to the issuance of the Notes, the transactions contemplated thereby or the performance of the Collateral Manager's obligations under the Collateral Management Agreement, which will be payable in accordance with the Priorities of Payments.

Conflicts of Personnel and/or Directors

Although the professional personnel and/or directors of the Collateral Manager will devote as much time to the Issuer as the Collateral Manager deems necessary, CVC Credit Partners' investment professionals will continue to work on other projects, including the Other Clients, and conflicts of interest may arise in allocating time, services or functions among such interested parties and the Issuer.

Conflicts of Service Providers

Certain advisers and other service providers, (including, without limitation, accountants, developers, property managers, administrators, depositories, custodians, lenders, bankers, brokers, attorneys, consultants, investment or commercial banking firms and certain other advisers and agents) to the Issuer (including the Affiliates, directors, shareholders, agents, delegates, contractors, officers and employees of such advisers and other service providers) may also provide goods or services to or have business, personal, political, financial or other relationships with Collateral Manager Related Persons, CVC or other service providers. Such advisers and service providers may be investors in the Issuer or Other Clients, the Collateral Manager, or their Affiliates. These service providers and their affiliates, directors, shareholders, agents, delegates, contractors, officers and employees may contract, otherwise be interested in or enter into any custodial, financial, banking, advising or brokerage, placement agency or other arrangement or transaction with the Issuer, the Collateral Manager or any Noteholder. These relationships may influence the Collateral Manager in deciding whether to select or recommend such a service provider to perform services for the Issuer (the cost of which generally will be borne directly or indirectly by the Issuer). Similarly, these service providers and their affiliates, directors, shareholders, agents, delegates, contractors, officers and employees may engage in competitive activities and may earn fees from or receive or provide other consideration from such persons or entities, and may provide different advice or services, take different action, or hold or deal in different loans for any other client or account, including their own accounts, from the advice or services they provide, action they take, or loans they hold or deal for the Issuer. In certain circumstances, advisers and service providers, or their affiliates, directors, shareholders, agents, delegates, contractors, officers and employees, may charge different rates or have different arrangements for services provided to a Collateral Manager Related Person or CVC as compared to services provided to the Issuer, which may result in more favourable rates or arrangements than those payable by the Issuer.

Confidential Information

In connection with its other business activities and Other Clients, the Collateral Manager and Affiliates may come into possession of confidential, material non-public information with respect to a borrower (including, without limitation, due to its prior transactions with the borrower, through its participation in an official or unofficial steering committee or through third-party information sources) or another issuer, which may limit their ability to engage in potential transactions on behalf of the Issuer in certain circumstances. Should this occur, the Collateral Manager may also be restricted from providing all or a portion of their services to the Issuer until such time as the information becomes public or is no longer deemed confidential and/or material. Additionally, there may be circumstances in which one or more of certain individuals associated with the Collateral Manager will be precluded from providing services related to the Issuer's activities because of certain confidential information available to such individuals, the Collateral Manager or Affiliates. In addition, the Issuer may not have access to material non-public information in the possession of a Collateral Manager Related Persons which might be relevant to an investment decision to be made by the Issuer, and the Issuer may initiate a transaction to buy or sell a Collateral Debt Obligations which, if such information had been known to it, may not have been undertaken.

Policies and Procedures of CVC

Policies and procedures implemented by CVC from time to time (including as may be implemented in the future) to mitigate potential conflicts of interest and address certain regulatory requirements and contractual restrictions may reduce the synergies across CVC's areas of operation or expertise that the Collateral Manager expects to draw on for purposes of pursuing and evaluating attractive investment opportunities for the Issuer. Because CVC has other activities beyond the Issuer, it is subject to a number of actual and potential conflicts of interest, additional regulatory considerations and more legal and contractual restrictions than that to which it would otherwise be subject if it focused only on the Issuer. CVC has established an information barrier to isolate the material, non-public information of each of CVC Capital Partners and CVC Credit Partners except as expressly provided in the information barrier procedures and subject to appropriate procedural safeguards. The purpose of this information barrier is, among other things, to confine any material, non-public information obtained by personnel on one side of the barrier so that the investment activities of the businesses on the other side of the barrier are not restricted as a result of the material non-public information being imputed to the personnel on the other side of the barrier. As a result of this information barrier, personnel of the Collateral Manager may not be able to use, act on or otherwise be aware of information that is known by or in the possession of the personnel of CVC Capital Partners (and vice-versa). Collaboration between CVC Credit Partners personnel and CVC Capital Partners personnel may therefore be limited, this in turn may reduce potential synergies. At the same time, there are no information barriers between or among the various investment teams within CVC Credit Partners, or between the Collateral Manager and its Affiliates. The Collateral Manager and its Affiliates operate a shared restricted list to which all of their respective clients are subject. Consequently, CVC Credit Partners may not be able to buy or sell a particular security or other instrument on behalf of its clients because one or more personnel of an Affiliate of the Collateral Manager possesses material, non-public information concerning the instrument's issuer or the market for the issuer's securities or other instruments. Similarly, in such circumstances, CVC Credit Partners may not be able to dispose of a security or other instrument owned by a client, even in a declining market, until the information becomes publicly available or immaterial and the trading in the issuer's securities or instruments is no longer restricted.

In addition, CVC may in the future establish or modify other information barriers between one division of CVC, on the one hand, and the rest of CVC on the other. Additionally, the terms of confidentiality or other agreements with or related to companies in which CVC has or has considered making an investment or which is otherwise an advisory client of CVC may restrict or otherwise limit the ability of the Issuer to make investments in or otherwise engage in businesses or activities competitive with such companies. CVC may enter into one or more strategic relationships in certain regions or with respect to certain types of investments that, although may be intended to provide greater opportunities for the Issuer, may require the Issuer to share such opportunities or otherwise limit the amount of an opportunity the Issuer can otherwise take.

Possible Future Activities

CVC may expand the range of services that it provides over time. Except as provided herein, CVC will not be restricted in the scope of its business or in the performance of any such services (whether now offered or undertaken in the future) even if such activities could give rise to conflicts of interest, and whether or not such conflicts are described herein. CVC has, and will continue to develop, relationships with a significant number of companies, financial sponsors and their senior managers, including relationships with clients who may hold or may have held investments similar to those intended to be made by the Issuer. These clients may themselves represent appropriate investment opportunities for the Issuer or may compete with the Issuer for investment opportunities.

Additional Potential Conflicts

The officers, directors, members, managers and employees of CVC or may trade in loans and securities for their own accounts, subject to restrictions and reporting requirements as may be required by law and internal policies or otherwise determined from time to time by CVC. CVC may conduct any other business, including any business within the securities industry, whether or not such business is in competition with the Issuer. Without limiting the generality of the foregoing, CVC may act as the investment adviser or investment manager for others, may manage funds or capital for others, may have, make and maintain investments in their own name or through other entities,

and may serve as officers, directors, consultants, partners or stockholders of one or more investment funds, partnerships, securities firms, advisory firms or management firms.

Rebates

The Collateral Manager may, in its sole discretion, agree with one or more Noteholders, the Placement Agent and/or the Arranger (or any of their Affiliates) to rebate a portion of its Collateral Management Fees and, if such agreement is made, the Collateral Manager will not be obliged to enter into similar agreements with or to notify other Noteholders. Such rebates may affect the incentives of the Collateral Manager in managing the Collateral Debt Obligations and may also affect the actions of the relevant Noteholders in taking any actions it may be permitted to take in respect of the Notes, including votes concerning amendments.

On the Issue Date, the Collateral Manager will be reimbursed by the Issuer for certain of its expenses incurred in connection with the offering of the Notes and the negotiation and documentation of the Transaction Documents, including the Collateral Management Agreement (including legal fees and expenses).

The Collateral Manager, acting through its Jersey Branch, shall act as Retention Holder and shall undertake to hold Class M-1 Subordinated Notes constituting the Retention Notes, and the Collateral Manager and/or Collateral Manager Related Persons may purchase other Notes on or after the Issue Date. Any Notes (including any Class of Rated Notes and Subordinated Notes) held by or on behalf of the Collateral Manager or any of its respective Affiliates shall have no voting rights with respect to, and shall not be counted for the purpose of determining a quorum and the results of, voting on any CM Removal Resolution or CM Replacement Resolution.

Subject to the foregoing, there will be no restriction on the ability of Collateral Manager Related Persons to purchase Notes (either upon initial issuance or through secondary transfers) and to exercise any voting rights to which such Notes are entitled (except that Notes held by the Collateral Manager, certain of its Affiliates and their respective employees shall be disregarded with respect to voting rights under certain circumstances as described in the Trust Deed and the Collateral Management Agreement). The interests of Collateral Manager Related Persons and other investors in the Notes may not be aligned and may create conflicts of interest between the Collateral Manager and other investors in the Notes. Moreover, such ownership of Notes by Collateral Manager Related Persons, the Subordinated Collateral Management Fee and the opportunity to earn an Incentive Collateral Management Fee could provide an incentive for the Collateral Manager to seek to acquire Collateral Debt Obligations on behalf of the Issuer at a lower price or to otherwise make riskier investments than would otherwise be the case.

Rating Agencies

Moody's and S&P have been engaged by the Issuer to provide their ratings on the Rated Notes. Either Rating Agency may have a conflict of interest where, as is the case with the ratings of the Rated Notes (with the exception of unsolicited ratings), the issuer of a security pays the fee charged by the Rating Agency for its rating services.

Conflicts of Interest Involving or Relating to the Placement Agent and its Affiliates

Goldman Sachs International and its Affiliates (the "**Goldman Sachs Parties**") have acted as the structurer of the transaction described herein and placement agent and in certain other roles in connection with the transaction described herein, as described below.

The Goldman Sachs Parties have formulated and developed the Portfolio Profile Tests, Coverage Tests, Collateral Quality Tests, Priority of Payments and other criteria in and provisions of the Trust Deed, Collateral Management Agreement and the EU Retention Letter. These may be influenced by discussions that the Placement Agent may have or have had with investors and there is no assurance that investors would agree with the views of one another or that the resulting modifications will not adversely affect the performance of the Notes or any particular Class of Notes.

Under the Warehouse Arrangements, a Goldman Sachs Party will provide, prior to the Issue Date financing (together with an affiliate of the Collateral Manager and certain third parties), to the Issuer to allow its acquisition

of Warehoused Assets (provided that such Goldman Sachs Party approves the purchase of any such Warehoused Asset). The approval by such Goldman Sachs Party of the purchase of a Warehoused Asset will be in its capacity as the financing party and should not be viewed as a determination by such Goldman Sachs Party as to whether a particular asset is an appropriate investment by the Issuer or whether it will satisfy the portfolio criteria applicable to the Issuer. See “*Acquisition of Collateral Debt Obligations prior to the Issue Date*” above. If such Goldman Sachs Party does not approve the purchase of a Warehoused Asset, the Issuer may be restricted from purchasing that asset for a certain period, which may result in the Issuer paying a higher price. The interests of the Goldman Sachs Party in respect of transactions involving the Warehoused Assets do not necessarily align with, and may in fact be directly contrary to, those of investors in the Notes. In the event the Issue Date does not occur, the relevant Goldman Sachs Party (and other warehouse providers) will bear the risk of any loss with respect to any Warehoused Assets. Assuming the Issue Date does occur, any net (realised and unrealised) gains will be for the account of the warehouse providers.

None of the Goldman Sachs Parties will have any obligation to monitor the performance of Collateral Debt Obligations or the actions of the Collateral Manager or the Issuer. None of the Goldman Sachs Parties will have any authority to advise the Collateral Manager or the Issuer or direct their actions, which, in respect of the Issuer will be solely the responsibility of the Collateral Manager.

The Issuer may invest in money market funds that are Eligible Investments managed by one or more of the Goldman Sachs Parties.

The Placement Agent may place the Notes issued by the Issuer on the Issue Date under individually negotiated transactions at varying prices which may result in a lower fee being paid to the Placement Agent in respect of those Notes. The Placement Agent may assist clients and counterparties in transactions related to the Notes (including assisting clients in future purchases and sales of the Notes and hedging transactions). The Placement Agent may (but is not obliged to) purchase some or all of the Notes on the Issue Date acting as agent of the Issuer for the sole purpose of assisting in the settlement of these transactions. The Placement Agent expects to earn fees and other revenues from these transactions.

The activities and interests of the Goldman Sachs Parties its clients and respective officers, members and employees will not necessarily align with, and may in fact be directly contrary to, those of the interests in the Notes. The Goldman Sachs Parties, including the Placement Agent, may purchase a certain proportion of the Notes on or after the Issue Date which they may hold and/or subsequently trade. Any such purchase and holding and/or subsequent trade by any Goldman Sachs Parties will be for their own account as Noteholders. The holding or any sale of the Notes by these parties may adversely affect the liquidity of the Notes and may also affect the prices of the Notes in the primary or secondary market. In carrying out its obligations as Placement Agent or any other transaction party, no Goldman Sachs Party shall be under any duty to disclose to the Collateral Manager, the Issuer, the Trustee, any Noteholders, prospective investor or any other person, any non-public information acquired in the course of carrying on any business for, or in connection with, the provision of services to any other party.

The Goldman Sachs Parties are part of a global banking, investment banking and securities and investment management firm that provides a wide range of financial services to a substantial and diversified client base that includes corporations, financial institutions, governments and high-net-worth individuals. As such, they actively make markets in and trade financial instruments for their own account and for the accounts of customers in the ordinary course of their business.

The Goldman Sachs Parties may have positions in and will likely have placed or underwritten certain of the Collateral Debt Obligations (or other obligations of the obligors of Collateral Debt Obligations) when they were originally issued and may have provided or may be providing investment banking services and other services to obligors of certain Collateral Debt Obligations. In addition, the Goldman Sachs Parties and their clients may invest in debt obligations and securities that are senior to, or have interests different from or adverse to, Collateral Debt Obligations. Moreover, Goldman Sachs has in the past provided, and expects in the future to provide, investment banking services to the Collateral Manager, including acting as underwriter or placement agent on securities issuances in respect of other collateralised loan obligations managed by the Collateral Manager and in connection with raising capital for the Collateral Manager to maintain and develop its business. Each of the Goldman Sachs

Parties will act in its own commercial interest in its various capacities without regard to whether its interests conflict with those of the holders of the Notes or any other party. Moreover, the Issuer may invest in loans of obligors affiliated with the Goldman Sachs Parties or in which one or more Goldman Sachs Parties hold an equity or participation interest. The purchase, holding or sale of such Collateral Debt Obligations by the Issuer may increase the profitability of one or Goldman Sachs Party's own investments in such obligors.

From time to time the Issuer (or the Collateral Manager on its behalf) will purchase from or sell Collateral Debt Obligations through or to the Goldman Sachs Parties and one or more Goldman Sachs Parties may act as the selling institution with respect to Participations and/or a counterparty under a Hedge Agreement. It is expected that from time to time after the Issue Date, the Issuer, acting at the direction of the Collateral Manager, will purchase Collateral Debt Obligations from, or sell Collateral Debt Obligations to, the Goldman Sachs Parties, some of which may be sold from the inventory of those parties. The transactions described in the preceding sentence are separate and apart from those that take place during the Warehouse Period.

The Goldman Sachs Parties may act as placement agent or collateral manager in other transactions involving issues of collateralised debt obligations or other investment funds with assets similar to those of the Issuer, which may have an adverse effect on the availability of collateral for the Issuer and/or on the price of the Notes.

The Placement Agent or its Affiliates may have placed or underwritten certain of the Collateral Debt Obligations when such Collateral Debt Obligations were originally issued and may have provided or be providing investment banking services and other services to issuers of certain Collateral Debt Obligations. It is expected that from time to time the Collateral Manager may purchase or sell Collateral Debt Obligations through, from or to the Placement Agent or its Affiliates, subject to such procedures and restrictions as are appropriate to comply with applicable law with respect to transactions in which an Affiliate of the Collateral Manager is acting as principal.

The Goldman Sachs Parties activities include, among other things, executing large block trades and taking long and short positions directly and indirectly, through derivative instruments or otherwise. These activities may also include buying or selling credit protection in respect of the Notes, taking long and short positions on (and thereby make a profit from) the Collateral Debt Obligations (including those purchased pursuant to the Warehouse Arrangements or while the Notes are outstanding), assisting purchasers of the Collateral Debt Obligation to hedge their investments; facilitating transactions for other clients or counterparties that may have business objectives or investment strategies that are inconsistent with or contrary to those of investors in the Collateral Debt Obligation, and/or hedging any exposure of a Goldman Sachs Parties to the Notes on the Issue Date or any time in the future. The securities and instruments in which any Goldman Sachs Parties takes positions, or expect to take positions may include the Notes, the Collateral Debt Obligations, or similar securities or products. Market-making is an activity where a Goldman Sachs Party buys and sells on behalf of customers, or for their own account, to satisfy the expected demand of customers. By its nature, market-making involves facilitating transactions among market participants that have differing views of securities and instruments. Any Goldman Sachs Party may also act as a Hedge Counterparty on Hedge Agreements. As a result, Noteholders should expect that one or more of the Goldman Sachs Parties will take positions that are inconsistent with, or adverse to, the investment objectives of investors in the Notes. In no circumstances will the Goldman Sachs Parties need to account to any Noteholder or any other person for any fee, profit or gain made from any such activities.

As a result of Goldman Sachs Parties' various financial market activities, including acting as a research provider, investment advisor, market maker or principal investor, Noteholders should expect that personnel in various businesses of the Goldman Sachs Parties will have and express research or investment views and make recommendations that are inconsistent with, or adverse to, the objectives of investors in the Notes.

Goldman Sachs Parties do not disclose specific trading positions or their hedging strategies, including whether they are in long or short positions in any Notes or obligations referred to in this Offering Circular except where required in accordance with the applicable law. Nonetheless, in the ordinary course of business, Goldman Sachs Parties and employees or customers of a Goldman Sachs Party may actively trade in and/or otherwise hold long or short positions in the Notes, Collateral Debt Obligations and Eligible Investments or enter into transactions similar to referencing the Notes, Collateral Debt Obligations and Eligible Investments or the obligors thereof for their own accounts and for the accounts of their customers. If a Goldman Sachs Party becomes an owner of any of the Notes,

through market making activity or otherwise, any actions that it takes in its capacity as owner, including voting, providing consents or otherwise will not necessarily be aligned with the interests of other owners of the same Class or other Classes of the Notes. There is no obligation for any Goldman Sachs Party to purchase or retain any of the Notes. To the extent one or more of the Goldman Sachs Parties makes a market in the Notes (which it is under no obligation to do), it would expect to receive income from the spreads between its bid and offer prices for the Notes. In connection with any such activity, it will have no obligation to take, refrain from taking or cease taking any action with respect to these transactions and activities based on the potential effect on an investor in the Notes. The price at which a Goldman Sachs Party may be willing to purchase Notes, if it makes a market, will depend on market conditions and other relevant factors and may be significantly lower than the issue price for the Notes. As a result of Goldman Sachs Parties' various financial market activities, a Goldman Sachs Party may take an action (or fail to take an action) that is inconsistent with, or adverse to, the objectives of investors in the Notes.

Furthermore, Goldman Sachs International expects that a completed offering will enhance its ability to assist clients and counterparties in transactions related to the Notes and in similar transactions (including assisting clients in additional purchases and sales of the Notes and hedging transactions). Goldman Sachs International expects to derive fees and other revenues from these transactions. In addition, participating in a successful offering and providing related services to clients may enhance Goldman Sachs International's relationships with various parties, facilitate additional business development, and enable it to obtain additional business and to generate additional revenue.

By purchasing a Note, each investor will be deemed to have acknowledged the existence of the conflicts of interest inherent to this transaction, including as described herein, and to have waived any claim with respect to any liability arising from the existence thereof.

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the terms and conditions of the Notes (the “Conditions”) which (subject to amendment and completion) will be endorsed or attached on each Global Certificate and each Note in definitive form (if applicable) and (subject to the provisions thereof) will apply to each such Note.

The issue of €206,000,000 Class A-1 Senior Secured Floating Rate Notes due 2030 (the “**Class A-1 Notes**”), €30,000,000 Class A-2 Senior Secured Fixed Rate Notes due 2030 (the “**Class A-2 Notes**” and, together with the Class A-1 Notes, the “**Class A Notes**”), the €46,000,000 Class B-1 Senior Secured Floating Rate Notes due 2030 (the “**Class B-1 Notes**”), €10,000,000 Class B-2 Senior Secured Fixed Rate Notes due 2030 (the “**Class B-2 Notes**” and, together with the Class B-1 Notes, the “**Class B Notes**”), the €24,000,000 Class C Senior Secured Deferrable Floating Rate Notes due 2030 (the “**Class C Notes**”), the €20,800,000 Class D Senior Secured Deferrable Floating Rate Notes due 2030 (the “**Class D Notes**”), the €22,200,000 Class E Senior Secured Deferrable Floating Rate Notes due 2030 (the “**Class E Notes**”), the €11,000,000 Class F Senior Secured Deferrable Floating Rate Notes due 2030 (the “**Class F Notes**” and together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the “**Rated Notes**”), €44,600,000 Class M-1 Subordinated Notes due 2030 (the “**Class M-1 Subordinated Notes**”), €1,000,000 Class M-2 Subordinated Notes due 2030 (the “**Class M-2 Subordinated Notes**” and, together with the Class M-1 Subordinated Notes, the “**Subordinated Notes**” and together with the Rated Notes, the “**Notes**”) of CVC Cordatus Loan Fund VIII Designated Activity Company (the “**Issuer**”) was authorised by resolution of the board of directors of the Issuer dated 22 March 2017. The Notes are constituted and secured by a trust deed (together with any other security document entered into in respect of the Notes, the “**Trust Deed**”) to be dated on or about 30 March 2017 between (amongst others) the Issuer and BNY Mellon Corporate Trustee Services Limited in its capacity as trustee for the Noteholders and as security trustee for the Secured Parties (the “**Trustee**”, which expression shall include all persons for the time being the trustee or trustees under the Trust Deed).

These terms and conditions of the Notes (the “**Conditions of the Notes**” or the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed (which includes the forms of the certificates representing the Notes). The following agreements have been entered into in relation to the Notes: (a) an agency agreement to be dated on or about 30 March 2017 (the “**Agency Agreement**”) between, amongst others, the Issuer, The Bank of New York Mellon (Luxembourg) S.A. as registrar (the “**Registrar**”, which term shall include any successor or substitute registrar appointed pursuant to the terms of the Agency Agreement), The Bank of New York Mellon SA/NV, Dublin Branch as collateral administrator (the “**Collateral Administrator**” which term shall include any successor or substitute collateral administrator, appointed pursuant to the terms of the Collateral Management Agreement) and as information agent (the “**Information Agent**”) which term shall include any successor or substitute information agent appointed pursuant to the terms of the Collateral Management Agreement, The Bank of New York Mellon, London Branch as principal paying agent, account bank, calculation agent, custodian and transfer agent (respectively, “**Principal Paying Agent**”, “**Account Bank**”, “**Calculation Agent**”, “**Custodian**” and “**Transfer Agent**” and, which terms shall include any successor or substitute principal paying agent, account bank, calculation agent, custodian or transfer agent, respectively, appointed pursuant to the terms of the Agency Agreement or the Collateral Management Agreement, as the case may be) and the Trustee; (b) a collateral management agreement to be dated on or about 30 March 2017 (the “**Collateral Management Agreement**”) between CVC Credit Partners European CLO Management LLP as collateral manager in respect of the Portfolio (the “**Collateral Manager**”, which term shall include any successor collateral manager appointed pursuant to the terms of the Collateral Management Agreement), the Issuer, the Collateral Administrator, the Information Agent, the Custodian and the Trustee; (c) a corporate services agreement between the Issuer and Maples Fiduciary Services (Ireland) Limited as corporate services provider dated 25 October 2016 (the “**Corporate Services Agreement**”); (d) a placement agency agreement dated as of 23 March 2017 (the “**Placement Agency Agreement**”) between the Issuer and Goldman Sachs International as placement agent; and (e) a liquidity facility agreement dated on or about the Issue Date (the “**Liquidity Facility Agreement**”) between the Issuer, the Trustee, the Collateral Administrator and The Bank of New York Mellon as the Liquidity Facility Provider. Copies of the Trust Deed, the Agency Agreement, the Collateral Management Agreement and the Liquidity Facility Agreement are available for inspection during usual business hours at the principal office of the

Issuer (presently at 2nd Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, Ireland) and at the specified office of the Principal Paying Agent for the time being. The holders of each Class of Notes are entitled to the benefit of, are bound by and are deemed to have notice of all the provisions of the Trust Deed, and are deemed to have notice of all the provisions of the Agency Agreement, the Collateral Management Agreement and the Liquidity Facility Agreement applicable to them.

1. Definitions

“**Acceleration Notice**” has the meaning given to it in Condition 10(b) (*Acceleration*).

“**Accounts**” means the Principal Account, the Interest Account, the Unused Proceeds Account, the Payment Account, the Expense Reserve Account, the Collateral Enhancement Account, each Counterparty Downgrade Collateral Account, the Contributions Account, the Custody Account, each Hedge Termination Account, each Non-Euro Hedge Account, the Unfunded Revolver Reserve Account, the Interest Smoothing Account and the Interest Reserve Account.

“**Accrual Period**” means, in respect of each Class of Notes, the period from and including the Issue Date (or in the case of a Class that is subject to Refinancing, the Business Day upon which the Refinancing occurs) to, but excluding, the first Payment Date (or in the case of a Class that is subject to Refinancing, the first Payment Date following the Refinancing) and each successive period from and including each Payment Date to, but excluding, the following Payment Date or if earlier, the Business Day upon which the relevant Class is subject to a Refinancing; provided that for the purposes of determining the Accrual Periods in respect of the Fixed Rate Notes, any adjustments of the Payment Dates for Business Days shall be disregarded notwithstanding that the Payment Dates in respect of the related Accrual Periods for payment purposes shall be subject to adjustment for Business Days in accordance with the Conditions.

“**Accrued Collateral Debt Obligation Interest**” means, in respect of any Payment Date, an amount equal to the aggregate of all accrued unpaid interest under the Collateral Debt Obligations, (excluding capitalised interest in respect of PIK Obligations, Purchased Accrued Interest, interest on any Defaulted Obligations or S&P CCC Obligations and unpaid interest under Mezzanine Obligations deferred in accordance with the terms of such Mezzanine Obligations), which is not payable to the Issuer on or prior to the Determination Date in respect of such Payment Date by the Obligors under the relevant Collateral Debt Obligations.

“**Adjusted Aggregate Collateral Balance**” means, as of any date of determination:

- (i) the Aggregate Principal Balance of the Collateral Debt Obligations (other than Defaulted Obligations, Discount Obligations and Deferring Securities); plus
- (ii) without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds) (including Eligible Investments therein which represent Principal Proceeds); plus
- (iii) in relation to a Deferring Security or a Defaulted Obligation the lesser of (x) its Moody’s Collateral Value and (y) its S&P Collateral Value; provided that, in the case of a Defaulted Obligation, the value determined under this paragraph (iii) of a Defaulted Obligation that has been a Defaulted Obligation for more than three years after the date on which it became a Defaulted Obligation and continues to be a Defaulted Obligation on such date shall be zero; plus
- (iv) the aggregate, for each Discount Obligation, of the product of the (x) purchase price (expressed as a percentage of par and excluding accrued interest) and (y) Principal Balance of such Discount Obligation; *minus*
- (v) the Excess CCC/Caa Adjustment Amount;

provided that:

- (A) with respect to any Collateral Debt Obligation that satisfies more than one of the definitions of Defaulted Obligation, Discount Obligation, Deferring Security and/or that falls into the Excess CCC/Caa Adjustment Amount, such Collateral Debt Obligation shall, for the purposes of this definition, be treated as belonging to the category of Collateral Debt Obligations which results in the lowest Adjusted Aggregate Collateral Balance on any date of determination; and
- (B) in respect of paragraph (ii) above, any non-Euro amounts received will be converted into Euro (x) in the case of each Non-Euro Obligation which is subject to an Asset Swap Transaction, at the Applicable Exchange Rate for the related Hedge Transaction and (y) in the case of each Non-Euro Obligation which is not subject to an Asset Swap Transaction, at the Spot Rate.

“Administrative Expenses” means amounts due and payable by the Issuer in the following order of priority including, except as expressly set out otherwise below, any VAT thereon (whether payable to that party or the relevant tax authority):

- (i) on a pro-rata and pari passu basis, to (i) the Agents (other than each Reporting Delegate) pursuant to the Agency Agreement or, in the case of the Information Agent and Collateral Administrator, the Collateral Management Agreement (including by way of indemnity and, to the extent that interest is chargeable on any Account, to the payment of any additional fee by the Issuer to the Account Bank and/or the Custodian, as applicable, in accordance with the Agency Agreement and in an amount equal to the interest payable); and (ii) the Corporate Services Provider pursuant to the Corporate Services Agreement;
- (ii) each Reporting Delegate pursuant to any Reporting Delegation Agreement (including by way of indemnity);
- (iii) on a pro-rata and pari passu basis:
 - (A) to any Rating Agency which may from time to time be requested to assign (i) a rating to each of the Rated Notes, or (ii) a confidential credit estimate to any of the Collateral Debt Obligations, for fees and expenses (including surveillance fees) in connection with any such rating or confidential credit estimate including, in each case, the ongoing monitoring thereof and any other amounts due and payable to any Rating Agency under the terms of the Issuer’s engagement with such Rating Agency;
 - (B) to the independent certified public auditors, agents and counsel of the Issuer;
 - (C) to the Collateral Manager pursuant to the Collateral Management Agreement (including indemnities provided for therein), but excluding any Collateral Management Fees or any VAT payable thereon and excluding any amounts in respect of Collateral Manager Advances;
 - (D) to any other Person in respect of any governmental fee or charge (for the avoidance of doubt excluding any taxes) or any statutory indemnity;
 - (E) to the Irish Stock Exchange, or such other stock exchange or exchanges upon which any of the Notes are listed from time to time;
 - (F) on a pro rata basis to any other Person in respect of any other fees or expenses contemplated in the Conditions of the Notes and in the Transaction Documents or any other documents delivered pursuant to or in connection with the issue and sale of the Notes (other than the Liquidity Facility Provider), including, without limitation, an amount up to €25,000 per annum in respect of fees and expenses incurred by the Issuer (in its sole and absolute discretion) in assisting in the preparation, provision or validation of data for purposes of Noteholder tax jurisdictions;
 - (G) to the payment on a pro rata basis of any fees, expenses or indemnity payments in relation to the restructuring of a Collateral Debt Obligation, including but not limited to a steering committee relating thereto;

- (H) on a pro rata basis to any Selling Institution pursuant to any Participation Agreement after the date of entry into any Participation (excluding, for avoidance of doubt, any payments on account of any Unfunded Amounts);
 - (I) to the Placement Agent pursuant to the Placement Agency Agreement (including indemnities provided for therein);
 - (J) any reasonably anticipated winding up costs of the Issuer; and
 - (K) to the Liquidity Facility Provider other than for those amounts payable pursuant to Clause 6 (*Repayment*), Clause 8 (*Interest*) and Clause 17 (*Fees*) of the Liquidity Facility Agreement;
- (iv) on a pro rata and pari passu basis:
- (A) on a pro rata basis to any other Person (including the Collateral Manager) in connection with satisfying the requirements of Rule 17g-5, EMIR, CRA3, Securitisation Regulation, AIFMD or the Dodd-Frank Act;
 - (B) on a pro rata basis to any other Person (including the Collateral Manager) in connection with satisfying the EU Retention Requirements including any costs or fees related to additional due diligence or reporting requirements or in respect of taking any EU Retention Cure Action;
 - (C) Tax Account Reporting Rules Compliance costs; and
 - (D) reasonable fees, costs and expenses of the Issuer and the Collateral Manager including reasonable attorney's fees of compliance by the Issuer and the Collateral Manager with the United States Commodity Exchange Act of 1936, as amended (including rules and regulations promulgated thereunder) and fees related to the administration of the Portfolio including administrators and trustees;
- (v) any Refinancing Costs; and
- (vi) on a pro rata basis payment of any indemnities (to the extent not already covered in paragraphs (i) to (v) above) payable to any Person as contemplated in these Conditions or the Transaction Documents,

provided that (x) the Collateral Manager may direct the payment of any Rating Agency fees set out in (iii)(A) other than in the order required by paragraph (iii) if the Collateral Manager or Issuer has been advised by a Rating Agency that non-payment of its fees will immediately result in the withdrawal of any ratings on any Class of Rated Notes; and (y) the Collateral Manager may, in its reasonable judgement, determine a payment other than in the order required by paragraph (iii) above is required to ensure the delivery of certain accounting services and reports.

“Affiliate” or “Affiliated” means with respect to a Person:

- (i) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, such Person; or
- (ii) any other Person who is a director, officer or employee:
 - (A) of such Person;
 - (B) of any subsidiary or parent company of such Person; or
 - (C) any Person described in paragraph (i) above.

For the purposes of this definition, control of a Person shall mean the power, direct or indirect, (x) to vote more than 50 per cent. of the securities having ordinary voting power for the election of directors of such Person, or (y) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

For the avoidance of doubt, “**Affiliate**” or “**Affiliated**” in relation to the Issuer and the Collateral Manager shall not include portfolio companies in which funds managed or advised by Affiliates of the Collateral Manager hold an interest.

“**Agent**” means each of the Registrar, the Principal Paying Agent, each Transfer Agent, each Paying Agent, the Calculation Agent, the Account Bank, the Collateral Administrator, the Information Agent, each Reporting Delegate and the Custodian and each of their permitted successors or assigns appointed as agents of the Issuer pursuant to the Agency Agreement, any Reporting Delegation Agreement or the Collateral Management Agreement, as the case may be, and “**Agents**” shall be construed accordingly.

“**Aggregate Collateral Balance**” means, as at any Measurement Date, the amount equal to the aggregate of the following amounts, as at such Measurement Date:

- (i) the Aggregate Principal Balance of all Collateral Debt Obligations, save that for the purpose of calculating the Aggregate Principal Balance for the purposes of:
 - (A) the Portfolio Profile Tests, the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value,
 - (B) the Collateral Quality Tests (other than the S&P CDO Monitor Test), the Principal Balance of each Defaulted Obligation shall be excluded;
 - (C) determining whether a Note Event of Default has occurred in accordance with Condition 10(a)(iv) (*Collateral Debt Obligations*), the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value; and
- (ii) the Balances standing to the credit of the Principal Account and the Unused Proceeds Account and any Eligible Investments which represent Principal Proceeds (excluding, for the avoidance of doubt, any interest accrued on Eligible Investments);
- (iii) solely for the purposes of calculating the Aggregate Collateral Balance for the purposes of determining compliance with the EU Retention Requirements, including whether an EU Retention Deficiency has occurred, the Principal Balance of any Exchanged Security or any other obligation which does not constitute a Collateral Debt Obligation shall be:
 - (A) in the case of a debt obligation or security, the principal amount outstanding of such obligation; and
 - (B) in the case of any equity security, the nominal value thereof in the reasonable determination of the Collateral Manager having regard to the EU Retention Requirements,

For the avoidance of doubt, for the purposes of calculating the Aggregate Collateral Balance for the purposes of determining compliance with the EU Retention Requirements or in determining whether an EU Retention Deficiency has occurred, the Principal Balance of any Collateral Debt Obligation shall be its Principal Balance (where applicable, converted into Euro at the Applicable Exchange Rate or the applicable Spot Rate) without any adjustments for purchase price or the application of haircuts or other adjustments.

“**Aggregate Principal Balance**” means the aggregate of the Principal Balances of all the Collateral Debt Obligations and when used with respect to some portion of the Collateral Debt Obligations, means the aggregate of such portion of the Principal Balances of such Collateral Debt Obligations, in each case, as at the date of determination.

“**AIFMD**” means Article 51 of Regulation (EU) No 231/2013 of 19 December 2012 (the “**AIFM Regulation**”) as amended from time to time and EU Directive 2011/61/EU on Alternative Investment Fund Managers (as amended from time to time and as implemented by Member States of the European Union) together with any implemented or delegated regulation, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

“AIFMD Retention Requirements” means Article 17 of the AIFMD, as implemented by Section 5 of the AIFM Regulation, including any guidance published in relation thereto and any implementing laws or regulations in force in any Member State of the European Union, provide that references to AIFMD Retention Requirements shall be deemed to include any successor or replacement provisions of Section 5 included in any European Union directive or regulation subsequent to AIFMD or the European Union Delegated Regulation (EU) No 231/2013.

“Annual Obligations” means Collateral Debt Obligations which in accordance with their terms, at the relevant date of measurement, pay interest less frequently than semi-annually.

“Applicable Exchange Rate” means, in relation to any Non-Euro Obligation that is subject to an Asset Swap Transaction, the exchange rate set forth in the relevant Hedge Transaction, and in any other case, the Spot Rate.

“Applicable Margin” has the meaning given thereto in Condition 6 (*Interest*).

“Appointee” means any attorney, manager, agent, delegate or other person properly appointed by the Trustee in accordance with the terms of the Trust Deed to discharge any of its functions or to advise in relation thereto.

“Asset Swap Agreement” means a 1992 ISDA Master Agreement (Multicurrency-Cross-Border) or a 2002 ISDA Master Agreement (or such other ISDA pro forma Master Agreement as may be published by ISDA from time to time), together with the schedule and confirmations relating thereto including any guarantee thereof and any credit support annex entered into pursuant to the terms thereof, each as amended or supplemented from time to time, and entered into by the Issuer with an Asset Swap Counterparty which shall govern one or more Asset Swap Transactions entered into by the Issuer and such Asset Swap Counterparty (including any Replacement Asset Swap Transaction) under which the Issuer swaps cash flows receivable on such Asset Swap Obligations for Euro denominated cash flows from each Asset Swap Counterparty.

“Asset Swap Counterparty” means any financial institution with which the Issuer enters into an Asset Swap Agreement, or any permitted assignee or successor thereof, under the terms of the related Asset Swap Agreement and, in each case, which satisfies, at the time of entry into the Asset Swap Transaction, the applicable Rating Requirement (or whose obligations are guaranteed by a guarantor which satisfies the applicable Rating Requirement).

“Asset Swap Counterparty Principal Exchange Amount” means each initial, interim and final exchange amount (whether expressed as such or otherwise) scheduled to be paid by the Asset Swap Counterparty to the Issuer under an Asset Swap Transaction and excluding any Scheduled Periodic Asset Swap Counterparty Payments but including any amounts described as termination payments in the relevant Asset Swap Agreement which relate to payments to be made as a result of the relevant Asset Swap Obligation being sold or becoming subject to a credit event or debt restructuring.

“Asset Swap Issuer Principal Exchange Amount” means each initial, interim and final exchange amount (whether expressed as such or otherwise) scheduled to be paid to the Asset Swap Counterparty by the Issuer under an Asset Swap Transaction and excluding any Scheduled Periodic Asset Swap Issuer Payments but including any amounts described as termination payments in the relevant Asset Swap Agreement which relate to payments to be made as a result of the relevant Asset Swap Obligation being sold or becoming subject to a credit event or debt restructuring.

“Asset Swap Obligation” means any Collateral Debt Obligation which is denominated in a Qualifying Currency other than Euro and which (i) is, or will no later than the settlement date thereof, become the subject of an Asset Swap Transaction or (ii) (a) is denominated in a Qualifying Unhedged Obligation Currency, (b) is acquired in the Primary Market, (c) was previously an Unhedged Collateral Debt Obligation and (d) is subject to an Asset Swap Transaction (entered into not later than 90 calendar days of the settlement of the purchase by the Issuer of such Collateral Debt Obligation).

“Asset Swap Replacement Payment” means any amount payable by the Issuer to a replacement Asset Swap Counterparty upon entry into a Replacement Asset Swap Transaction which is replacing an Asset Swap Transaction which was terminated.

“Asset Swap Replacement Receipt” means any amount payable to the Issuer by a replacement Asset Swap Counterparty upon entry into a Replacement Asset Swap Transaction which is replacing an Asset Swap Transaction which was terminated.

“Asset Swap Termination Payment” means the amount payable to an Asset Swap Counterparty by the Issuer upon termination or modification of an Asset Swap Transaction excluding, for purposes other than payment by the Issuer, any due and unpaid scheduled amounts payable thereunder and any Asset Swap Issuer Principal Exchange Amounts.

“Asset Swap Termination Receipt” means the amount payable by an Asset Swap Counterparty to the Issuer upon termination or modification of an Asset Swap Transaction excluding, for purposes other than payment to the applicable Account to which the Issuer shall credit such amounts, the portion thereof representing any due and unpaid scheduled amounts payable thereunder and any Asset Swap Counterparty Principal Exchange Amounts.

“Asset Swap Transaction” means each asset swap transaction entered into under an Asset Swap Agreement.

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

“Authorised Denomination” means, in respect of any Note, the Minimum Denomination thereof and any denomination equal to a multiple of the Authorised Integral Amount in excess of the Minimum Denomination thereof.

“Authorised Integral Amount” means for each Class of Notes, €1,000.

“Authorised Officer” means with respect to the Issuer, any director of the Issuer or other person as notified in writing by or on behalf of the Issuer to the Trustee who is authorised to act for the Issuer in matters relating to, and binding upon, the Issuer.

“Available Commitment” means, at any time, the Commitment less any amounts previously drawn by the Issuer under the Liquidity Facility Agreement (taking into account any Liquidity Drawings scheduled to be repaid on or prior to the proposed Drawdown Date and subject to the Collateral Administrator confirming that there will be sufficient amounts available in the Interest Account to make repayment of such Liquidity Drawings in full on the Payment Date following the Drawdown Date).

“Balance” means on any date, with respect to any cash or Eligible Investments standing to the credit of an Account (or any subaccount thereof), the aggregate of the:

- (i) current balance of cash, demand deposits, time deposits, certificates of deposits, government guaranteed funds and other investment funds;
- (ii) outstanding principal amount of interest bearing corporate and government obligations and money market accounts and repurchase obligations; and
- (iii) purchase price, up to an amount not exceeding the face amount, of non interest bearing government and corporate obligations, commercial paper and certificates of deposit,

provided that (x) to the extent that the Hedge Agreement Eligibility Criteria has been satisfied and an Asset Swap Agreement is in place, amounts standing to the credit of the Non-Euro Hedge Account shall be converted into Euro at the Applicable Exchange Rate, (y) to the extent that no Asset Swap Agreement is in place, any balance which is denominated in a currency other than Euro shall be converted into Euro at the Spot Rate and (z) in the event that a default as to payment of principal and/or interest has occurred and is continuing (disregarding any grace periods provided for pursuant to the terms thereof) in respect of any Eligible Investment or any material obligation of the obligor thereunder which is senior or equal in right of payment to such Eligible Investment such Eligible Investment shall have a value equal to the lesser of its Moody’s Collateral Value and its S&P Collateral Value (determined as if such Eligible Investment were a Collateral Debt Obligation).

“Benefit Plan Investor” means:

- (i) an employee benefit plan (as defined in Section 3(3) of ERISA), subject to the provisions of part 4 of Subtitle B of Title I of ERISA;
- (ii) a plan to which Section 4975 of the Code applies; or
- (iii) any entity whose underlying assets include plan assets by reason of such an employee benefit plan or plan's investment in such entity.

“Bivariate Risk Table” has the meaning given to it in the Collateral Management Agreement.

“Bridge Loan” shall mean any Collateral Debt Obligation that: (i) is incurred in connection with a merger, acquisition, consolidation, sale of all or substantially all of the assets of a person, restructuring or similar transaction; (ii) by its terms, is required to be repaid within one year of the incurrence thereof with proceeds from additional borrowings or other refinancings; and (iii) prior to its purchase by the Issuer, has a Moody's Rating and an S&P Rating.

“Business Day” means (save to the extent otherwise defined) a day:

- (i) on which TARGET2 is open for settlement of payments in Euro;
- (ii) on which commercial banks and foreign exchange markets settle payments in London and New York (other than a Saturday or a Sunday); or
- (iii) for the purposes of the definition of Presentation Date, in relation to any place, on which commercial banks and foreign exchange markets settle payments in that place.

“CCC/Caa Excess” means an amount equal to the greater of:

- (i) the excess of the aggregate Principal Balance of all Moody's Caa Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be its Moody's Collateral Value); and
- (ii) the excess of the aggregate Principal Balance of all S&P CCC Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be its S&P Collateral Value),

in each case as determined as at such date of determination, provided that:

- (A) in determining which of the Moody's Caa Obligations shall be included under part (i) above, the Moody's Caa Obligations with the lowest Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) shall be deemed to constitute the excess of the aggregate Principal Balance of all Moody's Caa Obligations; and
- (B) in determining which of the S&P CCC Obligations shall be included under part (ii) above, the S&P CCC Obligations with the lowest Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) shall be deemed to constitute the excess of the aggregate Principal Balance of all S&P CCC Obligations.

“CFTC” means the Commodity Futures Trading Commission and any replacement or successor thereto.

“Class of Notes” means each of the Classes of Notes being:

- (i) the Class A-1 Notes;
- (ii) the Class A-2 Notes;
- (iii) the Class B-1 Notes;
- (iv) the Class B-2 Notes;
- (v) the Class C Notes;

- (vi) the Class D Notes;
- (vii) the Class E Notes;
- (viii) the Class F Notes;
- (ix) the Class M-1 Subordinated Notes; and
- (x) the Class M-2 Subordinated Notes,

and “**Class of Noteholders**” and “**Class**” shall be construed accordingly, provided that:

- (i) notwithstanding that the CM Voting Notes, CM Non-Voting Exchangeable and the CM Non-Voting Notes of a single Class are in the same Class, they shall not be treated as a single Class in respect of any consent, direction, objection, approval, vote or determination of quorum under the Trust Deed in connection with any CM Removal Resolution or CM Replacement Resolution and, instead, the CM Voting Notes shall be treated as the relevant Class solely for such purpose;
- (ii) notwithstanding that the Class A-1 Notes and the Class A-2 Notes are separate Classes, they shall be treated as a single Class for the purposes of any consent, direction, objection, approval, vote or determination of quorum under the Trust Deed, except as expressly provided in the Trust Deed, with each holder of Class A-1 Notes and Class A-2 Notes voting based on the aggregate Principal Amount Outstanding of Class A Notes held by such holder (other than in relation to a Refinancing, in which case each of the Class A-1 Notes and the Class A-2 Notes shall constitute separate Classes);
- (iii) notwithstanding that the Class B-1 Notes and the Class B-2 Notes are separate Classes, they shall be treated as a single Class for the purposes of any consent, direction, objection, approval, vote or determination of quorum under the Trust Deed, except as expressly provided in the Trust Deed, with each holder of Class B-1 Notes and Class B-2 Notes voting based on the aggregate Principal Amount Outstanding of Class B Notes held by such holder (other than in relation to a Refinancing, in which case each of the Class B-1 Notes and the Class B-2 Notes shall constitute separate Classes); and
- (iv) notwithstanding that the Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes are separate Classes, they shall be treated as a single Class for the purposes of any consent, direction, objection, approval, vote or determination of quorum under the Trust Deed, except as expressly provided in the Trust Deed, with each holder of Class M-1 Subordinated Notes and Class M-2 Subordinated Notes voting based on the aggregate Principal Amount Outstanding of Subordinated Notes held by such holder (other than in relation to a Refinancing, in which case each of the Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes shall constitute separate Classes) and provided further that the Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes shall be treated as separate Classes for purposes of ERISA.

“**Class A CM Non-Voting Exchangeable Notes**” means the Class A Notes in the form of CM Non-Voting Exchangeable Notes.

“**Class A CM Non-Voting Notes**” means the Class A Notes in the form of CM Non-Voting Notes.

“**Class A CM Voting Notes**” means the Class A Notes in the form of CM Voting Notes.

“**Class A Noteholders**” means the holders of any Class A Notes from time to time.

“**Class A/B Coverage Tests**” means the Class A/B Interest Coverage Test and the Class A/B Par Value Test.

“**Class A/B Interest Coverage Ratio**” means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of the scheduled Interest Amounts due on the Class A Notes and the Class B Notes. For the purposes of calculating the Class A/B Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent

applicable) and the expected Interest Amounts payable on the Class A Notes and the Class B Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

“Class A/B Interest Coverage Test” means the test which will apply as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date and which will be satisfied on such Measurement Date if the Class A/B Interest Coverage Ratio is at least equal to 120.0 per cent.

“Class A/B Par Value Ratio” means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing (a) the amount equal to the Adjusted Aggregate Collateral Balance by (b) the sum of the Principal Amount Outstanding of each of the Class A Notes and the Class B Notes.

“Class A/B Par Value Test” means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class A/B Par Value Ratio is at least equal to 127.99 per cent.

“Class B Noteholders” means the holders of any Class B Notes from time to time.

“Class B CM Non-Voting Exchangeable Notes” means the Class B Notes in the form of CM Non-Voting Exchangeable Notes.

“Class B CM Non-Voting Notes” means the Class B Notes in the form of CM Non-Voting Notes.

“Class B CM Voting Notes” means the Class B Notes in the form of CM Voting Notes.

“Class C Coverage Tests” means the Class C Interest Coverage Test and the Class C Par Value Test.

“Class C Interest Coverage Ratio” means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of the scheduled Interest Amounts due on the Class A Notes, the Class B Notes and the Class C Notes (excluding Deferred Interest but including any interest on Deferred Interest). For the purposes of calculating the Class C Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected Interest Amounts payable on the Class A Notes, the Class B Notes and the Class C Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

“Class C Interest Coverage Test” means the test which will apply as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date and which will be satisfied on such Measurement Date if the Class C Interest Coverage Ratio is at least equal to 115.0 per cent.

“Class C Noteholders” means the holders of any Class C Notes from time to time.

“Class C Par Value Ratio” means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing (a) the amount equal to the Adjusted Aggregate Collateral Balance by (b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes and the Class C Notes.

“Class C Par Value Test” means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class C Par Value Ratio is at least equal to 119.58 per cent.

“Class C CM Non-Voting Exchangeable Notes” means the Class C Notes in the form of CM Non-Voting Exchangeable Notes.

“Class C CM Non-Voting Notes” means the Class C Notes in the form of CM Non-Voting Notes.

“Class C CM Voting Notes” means the Class C Notes in the form of CM Voting Notes.

“Class D Coverage Tests” means the Class D Interest Coverage Test and the Class D Par Value Test.

“Class D Interest Coverage Ratio” means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of the scheduled Interest Amounts due on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes (excluding Deferred Interest but including any interest on Deferred Interest). For the purposes of calculating the Class D Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected Interest Amounts payable on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

“Class D Interest Coverage Test” means the test which will apply as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date and which will be satisfied on such Measurement Date if the Class D Interest Coverage Ratio is at least equal to 110.0 per cent.

“Class D Noteholders” means the holders of any Class D Notes from time to time.

“Class D Par Value Ratio” means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing (a) the amount equal to the Adjusted Aggregate Collateral Balance by (b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, Class C Notes and the Class D Notes.

“Class D Par Value Test” means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class D Par Value Ratio is at least equal to 112.76 per cent.

“Class D CM Non-Voting Exchangeable Notes” means the Class D Notes in the form of CM Non-Voting Exchangeable Notes.

“Class D CM Non-Voting Notes” means the Class D Notes in the form of CM Non-Voting Notes.

“Class D CM Voting Notes” means the Class D Notes in the form of CM Voting Notes.

“Class E Coverage Tests” means the Class E Interest Coverage Test and the Class E Par Value Test.

“Class E Interest Coverage Ratio” means, as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date, the ratio (expressed as a percentage) obtained by dividing the Interest Coverage Amount by the sum of the scheduled Interest Amounts due on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes (excluding Deferred Interest but including any interest on Deferred Interest). For the purposes of calculating the Class E Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected Interest Amounts payable on the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

“Class E Interest Coverage Test” means the test which will apply as of any Measurement Date occurring on and after the Determination Date immediately preceding the second Payment Date and which will be satisfied on such Measurement Date if the Class E Interest Coverage Ratio is at least equal to 105.0 per cent.

“Class E Noteholders” means the holders of any Class E Notes from time to time.

“Class E Par Value Ratio” means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing (a) the amount equal to the Adjusted Aggregate Collateral Balance by (b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes.

“Class E Par Value Test” means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class E Par Value Ratio is at least equal to 106.67 per cent.

“Class F Par Value Ratio” means, as of any Measurement Date on and after the Effective Date, the ratio (expressed as a percentage) obtained by dividing (a) the amount equal to the Adjusted Aggregate Collateral Balance by (b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

“Class F Noteholders” means the holders of any Class F Notes from time to time.

“Class M-1 Subordinated Noteholders” means the holders of any Class M-1 Subordinated Notes from time to time.

“Class M-2 Subordinated Noteholders” means the holders of any Class M-2 Subordinated Notes from time to time.

“Clearing System Business Day” means a day on which Euroclear and Clearstream Luxembourg are open for business.

“Clearstream, Luxembourg” means Clearstream Banking, société anonyme.

“CM Non-Voting Exchangeable Notes” means Notes which:

- (i) do not carry a right to vote in respect of or be counted for the purposes of determining a quorum and the result of voting on a CM Removal Resolution or a CM Replacement Resolution but which do carry a right to vote on and be so counted in respect of all other matters in respect of which the CM Voting Notes have a right to vote and be so counted;
- (ii) are exchangeable into:
 - (A) CM Non-Voting Notes at any time; or
 - (B) CM Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of the transferor.

“CM Non-Voting Notes” means Notes which:

- (i) do not carry a right to vote in respect of or be counted for the purposes of determining a quorum and the result of voting on a CM Removal Resolution or a CM Replacement Resolution but which do carry a right to vote on and be so counted in respect of all other matters in respect of which the CM Voting Notes have a right to vote and be so counted; and
- (ii) are not exchangeable into CM Voting Notes or CM Non-Voting Exchangeable Notes at any time.

“CM Voting Notes” means Notes which:

- (i) carry a right to vote, in respect of and be counted for the purposes of determining a quorum and the result of voting on a CM Removal Resolution or a CM Replacement Resolution and all other matters as to which Noteholders are entitled to vote; and
- (ii) are exchangeable into CM Non-Voting Exchangeable Notes or CM Non-Voting Notes at any time.

“CM Removal Resolution” means any Resolution, vote, written direction or consent of the Noteholders in relation to the removal of the Collateral Manager in accordance with the Collateral Management Agreement following the occurrence of a Collateral Manager Event of Default (other than pursuant to paragraph (vii) of the definition thereof).

“CM Replacement Resolution” means any Resolution, vote, written direction or consent of the Noteholders in relation to the appointment of a successor Collateral Manager or any assignment or delegation by the Collateral Manager of its rights or obligations, in each case, in accordance with the Collateral Management Agreement.

“Collateral” means the property, assets and rights described in Condition 4(a) (*Security*) which are charged and assigned to the Trustee from time to time for the benefit of the Secured Parties pursuant to the Trust Deed.

“Collateral Acquisition Agreements” means each of the agreements entered into by the Issuer in relation to the purchase by the Issuer of Collateral Debt Obligations from time to time.

“Collateral Debt Obligation” means any debt obligation or debt security purchased by or on behalf of the Issuer from time to time (or, if the context so requires, to be purchased by or on behalf of the Issuer) and which the Collateral Manager determines in accordance with the Collateral Management Agreement satisfies the Eligibility Criteria at the time that any commitment to purchase is entered into by or on behalf of the Issuer save for an Issue Date Collateral Debt Obligation which must only satisfy the Eligibility Criteria on the Issue Date. References to Collateral Debt Obligations shall not include Collateral Enhancement Debt Obligations, Eligible Investments or Exchanged Security. Obligations which are to constitute Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to purchase but which have not yet settled shall be included as Collateral Debt Obligations in the calculation of the Portfolio Profile Tests, the Collateral Quality Tests, the Coverage Tests, the Interest Diversion Test and all other tests and criteria applicable to the Portfolio at any time as if such purchase had been completed; and Collateral Debt Obligations in respect of which the Issuer has entered into a binding commitment to sell but in respect of which such sale has not yet settled, shall be excluded from being Collateral Debt Obligations in the calculation of the Portfolio Profile Tests, the Collateral Quality Tests, the Coverage Tests, the Interest Diversion Test and all other tests and criteria applicable to the Portfolio at any time as if such sale had been completed. The failure of any obligation to satisfy the Eligibility Criteria at any time after the Issuer or the Collateral Manager on behalf of the Issuer has entered into a binding agreement to purchase it, shall not cause such obligation to cease to constitute a Collateral Debt Obligation unless it is an Issue Date Collateral Debt Obligation which does not satisfy the Eligibility Criteria on the Issue Date. A Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) shall only constitute a Collateral Debt Obligation for the purpose of the calculation of the Portfolio Profile Tests, Collateral Quality Tests, Coverage Tests and all other tests and criteria applicable to the Portfolio if it satisfies the Restructured Obligation Criteria on the appropriate Restructuring Date.

“Collateral Debt Obligation Stated Maturity” means, with respect to any Collateral Debt Obligation or Eligible Investment, the date specified in such obligation as the fixed date on which the final payment or repayment of principal of such obligation is due and payable.

“Collateral Enhancement Account” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“Collateral Enhancement Amount” means, with respect to any Payment Date during the Reinvestment Period, the amount of Interest Proceeds retained in the Collateral Enhancement Account on the Payment Date in accordance with the Interest Proceeds Priority of Payments, at the sole discretion of the Collateral Manager which amounts shall not exceed €1,000,000 in the aggregate for any Payment Date or an aggregate amount for all applicable Payment Dates of €2,000,000.

“Collateral Enhancement Debt Obligation” means any warrant or equity security, excluding Exchanged Securities, but including without limitation, warrants relating to Mezzanine Obligations and any equity security received upon conversion or exchange of, or exercise of an option under, or otherwise in respect of a Collateral Debt Obligation; or any warrant or equity security purchased as part of a unit with a Collateral Debt Obligation (but in all cases, excluding, for the avoidance of doubt, the Collateral Debt Obligation), in each case, the acquisition of which will not result in the imposition of any present or future, actual or contingent liabilities or obligations on the Issuer other than those which may arise at its option.

“Collateral Enhancement Obligation Proceeds” means all Distributions and Sale Proceeds received in respect of any Collateral Enhancement Debt Obligation.

“Collateral Management Fee” means each of the Senior Collateral Management Fee, the Subordinated Collateral Management Fee and Incentive Collateral Management Fee.

“Collateral Manager Advance” means any amount advanced by the Collateral Manager:

- (i) for the purchase or exercise of a Collateral Enhancement Debt Obligation, to the extent there are insufficient funds available in the Collateral Enhancement Account, in its sole discretion; and
- (ii) as a contribution to Interest Proceeds or Principal Proceeds, to be applied in accordance with the applicable Priorities of Payments,

which shall bear interest in accordance with the Collateral Management Agreement at a rate as agreed between the Issuer and the Collateral Manager from time to time, and notified by the Collateral Manager to the Collateral Administrator as soon as reasonably practicable, provided that such rate of interest shall not exceed a rate of EURIBOR plus 2.0 per cent.

The aggregate amount outstanding of all Collateral Manager Advances shall not, at any time, exceed €5,000,000 or such greater number as the Subordinated Noteholders may approve, acting by way of an Ordinary Resolution.

“Collateral Quality Tests” means the Collateral Quality Tests set out in the Collateral Management Agreement being each of the following:

- (i) so long as any Notes rated by Moody’s are Outstanding:
 - (A) the Moody’s Minimum Diversity Test;
 - (B) the Moody’s Minimum Weighted Average Recovery Rate Test; and
 - (C) the Moody’s Maximum Weighted Average Rating Factor Test;
- (ii) so long as any Notes rated by S&P are Outstanding:
 - (A) (as of the Effective Date and until the expiry of the Reinvestment Period only) the S&P CDO Monitor Test; and;
 - (B) the S&P Minimum Weighted Average Recovery Rate Test; and
- (iii) so long as any Rated Notes are Outstanding:
 - (A) the Weighted Average Life Test; and
 - (B) the Minimum Weighted Average Spread Test,
 each as defined in the Collateral Management Agreement.

“Collateral Tax Event” means at any time as a result of the introduction of a new, or any change in, any home jurisdiction or foreign tax statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final), interest, discount or premium payments due from the Obligors of any Collateral Debt Obligations (or from Selling Institutions in the case of Participations) in relation to any Due Period to the Issuer becoming properly subject to the imposition of home jurisdiction or foreign withholding tax (other than where such withholding tax is compensated for by a “gross up” provision in the terms of the Collateral Debt Obligation or such requirement to withhold is eliminated or compensated in full pursuant to a double taxation treaty or otherwise so that the Issuer as holder thereof (either directly or indirectly through a Participation) is held completely harmless from the full amount of such withholding tax on an after tax basis) so that the aggregate amount of such withholding tax (after taking into account the benefit of any partial gross-up and any reduction of or compensation for the withholding) on all Collateral Debt Obligations in relation to such Due Period is equal to or in excess of 6 per cent. of the aggregate interest, discount or premium payments due (for the avoidance of doubt, excluding any additional interest arising as a result of the operation of any gross up provision) on all Collateral Debt Obligations in relation to such Due Period.

“Commitment” means an amount equal to €2,000,000, subject to reduction or cancellation in accordance with the terms of the Liquidity Facility Agreement.

“**Commitment Amount**” means, with respect to any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, the maximum aggregate outstanding principal amount (whether at the time funded or unfunded) of advances or other extensions of credit at any one time outstanding that the Issuer could be required to make to the Obligor under the Underlying Instruments relating thereto or to a funding bank in connection with any ancillary facilities related thereto.

“**Contribution**” has the meaning specified in the Conditions 2(k) (*Contributions*).

“**Contributions Account**” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“**Contributor**” has the meaning specified in Condition 2(k) (*Contributions*).

“**Controlling Class**” means:

- (i) the Class A Notes; or
- (ii) (A) following redemption and payment in full of the Class A Notes; or
(B) prior to the redemption and payment in full of the Class A Notes and solely in connection with a CM Removal Resolution or a CM Replacement Resolution, if 100 per cent. of the Principal Amount Outstanding of the Class A Notes is held in the form of CM Non-Voting Exchangeable Notes and/or CM Non-Voting Notes,
the Class B Notes; or
- (iii) (A) following redemption and payment in full of the Class A Notes and the Class B Notes; or
(B) prior to the redemption and payment in full of the Class A Notes and the Class B Notes and solely in connection with a CM Removal Resolution or a CM Replacement Resolution, if 100 per cent. of the Principal Amount Outstanding of each of the Class A Notes and the Class B Notes is held in the form of CM Non-Voting Exchangeable Notes and/or CM Non-Voting Notes,
the Class C Notes; or
- (iv) (A) following redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes; or
(B) prior to the redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes and solely in connection with a CM Removal Resolution or a CM Replacement Resolution, if 100 per cent. of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes and the Class C Notes is held in the form of CM Non-Voting Exchangeable Notes and/or CM Non-Voting Notes,
the Class D Notes; or
- (v) (A) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes; or
(B) prior to the redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes and solely in connection with a CM Removal Resolution or a CM Replacement Resolution, if 100 per cent. of the Principal Amount Outstanding of each of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes is held in the form of CM Non-Voting Exchangeable Notes and/or CM Non-Voting Notes,
the Class E Notes; or
- (vi) following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the Class F Notes; or

(vii) following redemption and payment in full of all of the Rated Notes, the Subordinated Notes,

provided that:

- (a) solely in connection with a CM Removal Resolution or a CM Replacement Resolution, no Notes held in the form of CM Non-Voting Exchangeable Notes and/or CM Non-Voting Notes shall (A) constitute or form part of the Controlling Class, (B) be entitled to vote in respect of such CM Removal Resolution or CM Replacement Resolution or (C) be counted for the purposes of determining a quorum or the result of voting in respect of such CM Removal Resolution or CM Replacement Resolution; and
- (b) solely with respect to any vote (or written direction or consent) in connection with a CM Removal Resolution or a CM Replacement Resolution, no Notes held by or on behalf of the Collateral Manager or any of its respective Affiliates shall (A) be entitled to vote in respect of such vote (or written direction or consent) or (B) be counted for the purposes of determining a quorum or the result of voting in respect of such vote (or written direction or consent).

“Controlling Person” means a person (other than a Benefit Plan Investor) with discretionary authority or control over the assets of the entity or who provides investment advice for a fee with respect to such assets (such as the Collateral Manager), and their respective Affiliates.

“Corporate Rescue Loan” means, as determined by the Collateral Manager, any interest in a loan or financing facility that is acquired directly by way of assignment, novation or indirectly by way of sub-participation, which is paying interest (and, if applicable, principal) on a current basis, has a Moody’s Rating determined in accordance with (a)(i) of the definition of Moody’s Rating of not lower than “Caa3” and either:

- (i) is an obligation of a debtor in possession as described in § 1107 of the United States Bankruptcy Code or a trustee (if appointment of such trustee has been ordered pursuant to § 1104 of the United States Bankruptcy Code) (a **“Debtor”**) organised under the laws of the United States or any State therein, the terms of which have been approved by an order of the United States Bankruptcy Court, the 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 (x) such Corporate Rescue Loan is secured by liens on the Debtor’s otherwise unencumbered assets pursuant to § 364(c)(2) of the United States Bankruptcy Code; or (y) such Corporate Rescue 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 United States Bankruptcy Code; or (z) such Corporate Rescue Loan is secured by junior liens on the Debtor’s encumbered assets and such Corporate Rescue Loan is fully secured based upon a current valuation or appraisal report; or (zz) if the Corporate Rescue Loan or any portion thereof is unsecured, the repayment of such Corporate Rescue Loan retains priority over all other administrative expenses pursuant to § 364(c)(1) of the United States Bankruptcy Code; or
- (ii) is a credit facility or other advance made available to a company or group not organised under laws of the United States or any State therein in a restructuring or insolvency process which constitutes the most senior secured obligations of the entity which is the Obligor thereof, provided such Obligor is not organised under the laws of the United States or any State therein and either (x) ranks pari passu in all respects with the other senior secured debt of the Obligor, provided that such facility is entitled to recover proceeds of enforcement of security shared with the other senior secured indebtedness (for example bonds) of the Obligor and its subsidiaries in priority to all such other senior secured indebtedness, or (y) achieves priority over other senior secured obligations of the Obligor otherwise than through the grant of security, such as pursuant to the operation of applicable insolvency legislation (including as an expense of the restructuring or insolvency process) or other applicable law.

“Corporate Services Provider” means Maples Fiduciary Services (Ireland) Limited.

“Counterparty Downgrade Collateral” means any cash and/or securities delivered to the Issuer as collateral for the obligations of a Hedge Counterparty under a Hedge Transaction.

“Counterparty Downgrade Collateral Account” means one or more accounts of the Issuer held with the Custodian in the United Kingdom and in any event outside Ireland, into which all Counterparty Downgrade Collateral received from a Hedge Counterparty is to be deposited. A separate Counterparty Downgrade Collateral Account shall be opened in respect of each Hedge Counterparty as and when required.

“Counterparty Downgrade Collateral Account Surplus” has the meaning given thereto in Condition 3(j)(v)(B)(3) (*Counterparty Downgrade Collateral Accounts*).

“Coverage Test” means each of the Class A/B Par Value Test, the Class A/B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test, the Class D Interest Coverage Test, the Class E Par Value Test and the Class E Interest Coverage Test.

“Cov-Lite Matrix” has the meaning given to it in the Collateral Management Agreement.

“Cov-Lite Loan” means a Collateral Debt Obligation that is an interest in a loan that in the reasonable judgment of the Collateral Manager (a) does not contain any financial covenants; or (b) requires the Obligor to comply with an Incurrence Covenant, but does not require the Obligor to comply with a Maintenance Covenant; provided that for all purposes (other than the determination of the S&P Recovery Rate in respect of a loan) such a Collateral Debt Obligation which either contains a cross default or cross acceleration provision to or is pari passu with, another loan of the Obligor that requires the Obligor to comply with a Maintenance Covenant will be deemed not to be a Cov-Lite Loan where such compliance is required either (i) at all times during the life of such other obligation or (ii) only when such other obligation is funded upon the occurrence of a particular specified event.

“Cov-Lite Obligation” means a Collateral Debt Obligation that is an interest in an obligation that in the reasonable judgment of the Collateral Manager (a) does not contain any financial covenants; or (b) requires the Obligor to comply with an Incurrence Covenant, but does not require the Obligor to comply with a Maintenance Covenant.

“CRA3” means Regulation EC 1060/2009 (as amended) on credit rating agencies.

“Credit Impaired Obligation” means any Collateral Debt Obligation that, in the Collateral Manager’s reasonable judgment, has a significant risk of declining in credit quality or price; provided that at any time during a Restricted Trading Period or following the expiry of the Reinvestment Period, a Collateral Debt Obligation will qualify as a Credit Impaired Obligation for purposes of sales of Collateral Debt Obligations only if: (i) such Collateral Debt Obligation has been downgraded by any Rating Agency at least one rating sub-category or has been placed and remains on a watch list for possible downgrade or on negative outlook by the Rating Agency since it was acquired by the Issuer; (ii) at least one of the Credit Impaired Obligation Criteria is satisfied with respect to such Collateral Debt Obligation; or (iii) the Controlling Class acting by way of Ordinary Resolution votes to treat such Collateral Debt Obligation as a Credit Impaired Obligation.

“Credit Impaired Obligation Criteria” means the criteria that will be met on any date of determination in respect of a Collateral Debt Obligation if any of the following apply to such Collateral Debt Obligation, as determined by the Collateral Manager in its discretion:

- (i) if such Collateral Debt Obligation is a loan obligation or floating rate note, the price of such Collateral Debt Obligation has changed during the period from the date on which the Issuer entered into a binding commitment to purchase such Collateral Debt Obligation to the proposed date the Issuer intends to enter into a binding commitment to sell such Collateral Debt Obligation by a percentage which is (i) in the case of Senior Secured Loans or Senior Secured Bonds, either at least 0.25 per cent. more negative or at least 0.25 per cent. less positive and (ii) in the case of Senior Unsecured Obligations, Second Lien Loans or Mezzanine Obligations, either at least 0.50 per cent. more negative or at least 0.50 per cent. less positive, in each case, than the percentage change in the average price of an Eligible Loan Index;
- (ii) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation which is a bond or security, the price of such obligation has changed since the date the Issuer or the Collateral Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by a percentage either at least

1.00 per cent. more negative or at least 1.00 per cent. less positive, as the case may be, than the percentage change in the Eligible Bond Index over the same period, as determined by the Collateral Manager;

- (iii) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation which is a bond or security, the price of such Collateral Debt Obligation has decreased by at least 1.00 per cent. of the price paid by the Issuer for such Collateral Debt Obligation;
- (iv) if such Collateral Debt Obligation is a loan obligation or a floating rate note, 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 the Issuer or the Collateral Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by (1) 0.25 per cent. or more (in the case of a loan obligation with a spread (prior to such increase) less than or equal to 2.00 per cent.), (2) 0.375 per cent. or more (in the case of a loan obligation with a spread (prior to such increase) greater than 2.00 per cent. but less than or equal to 4.00 per cent.) or (3) 0.50 per cent. or more (in the case of a loan obligation with a spread (prior to such increase) greater than 4.00 per cent.), due to a deterioration in the Obligor's financial ratios or financial results; or
- (v) if such Collateral Debt Obligation has a projected cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Collateral Manager) of the Obligor of such Collateral Debt Obligation of less than 1.00 or that is expected to be less than 0.85 times the current year's projected cash flow interest coverage ratio.

“Credit Improved Obligation” means any Collateral Debt Obligation which, in the Collateral Manager's reasonable judgment, has significantly improved in credit quality after it was acquired by the Issuer provided that at any time during a Restricted Trading Period or following the expiry of the Reinvestment Period, a Collateral Debt Obligation will qualify as a Credit Improved Obligation only if: (i) it has been upgraded by any Rating Agency at least one rating sub category or has been placed and remains on a watch list for possible upgrade or on positive outlook by the Rating Agency since it was acquired by the Issuer; (ii) at least one of the Credit Improved Obligation Criteria is satisfied with respect to such Collateral Debt Obligation; or (iii) the Controlling Class acting by way of Ordinary Resolution votes to treat such Collateral Debt Obligation as a Credit Improved Obligation.

“Credit Improved Obligation Criteria” means the criteria that will be met on any date of determination in respect of a Collateral Debt Obligation if any of the following apply to such Collateral Debt Obligation, as determined by the Collateral Manager in its discretion:

- (i) if such Collateral Debt Obligation is a loan obligation, a bond or security, the Sale Proceeds (excluding Sale Proceeds that constitute Interest Proceeds) of such loan obligation, bond or security would be at least 101.00 per cent. of the purchase price paid by the Issuer at the time of its acquisition;
- (ii) if such Collateral Debt Obligation is a loan obligation, or floating rate note, the price of such loan obligation has changed during the period from the date on which the Issuer or the Collateral Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation to the proposed sale date by a percentage either at least 0.25 per cent. more positive, or 0.25 per cent. less negative, as the case may be, than the percentage change in the average price of the applicable Eligible Loan Index over the same period;
- (iii) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation which is a bond or security, the price of such obligation has changed since the date the Issuer or the Collateral Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by a percentage either at least 1.00 per cent. more positive or at least 1.00 per cent. less negative than the percentage change in the Eligible Bond Index over the same period, as determined by the Collateral Manager;
- (iv) if such Collateral Debt Obligation is a loan 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 the Issuer or the Collateral Manager acting on behalf of the Issuer entered into a binding commitment to purchase such obligation by (1) 0.25 per cent. or more (in the case of a loan obligation with a spread (prior to such decrease) less than or equal to 2.00 per cent.), (2) 0.375 per cent. or more (in the case

of a loan obligation with a spread (prior to such decrease) greater than 2.00 per cent. but less than or equal to 4.00 per cent.) or (3) 0.50 per cent. or more (in the case of a loan obligation with a spread (prior to such decrease) greater than 4.00 per cent.) due, in each case, to an improvement in the Obligor's financial ratios or financial results; or

- (v) it has a projected cash flow interest coverage ratio (earnings before interest and taxes divided by cash interest expense as estimated by the Collateral Manager) of the Obligor of such Collateral Debt Obligation that is expected to be more than 1.15 times the current year's projected cash flow interest coverage ratio.

"CRR" means Regulation (EU) No. 575/2013 as may be effective from time to time together with any amendments of any successor or replacement provisions included in any European Union directive or regulation.

"CRR Retention Requirements" means Articles 404 to 410 of the CRR, (in each case as implemented by the Member States of the European Union) and together with the Final Technical Standards and any other guidelines and technical standards published in relation thereto by the EBA or contained in any European Commission delegated regulation as may be effective from time to time, in each case together with any amendments to those provisions or any successor or replacement provisions included in any European Union directive or regulation.

"CRS" means the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the OECD, also known as the Common Reporting Standard, and any bilateral or multilateral competent authority agreements, intergovernmental agreements and treaties, laws, regulations, official guidance or other instrument facilitating the implementation thereof and any law implementing it.

"Current Pay Obligation" means any Collateral Debt Obligation (other than a Corporate Rescue Loan) that would otherwise be treated as a Defaulted Obligation but as to which no payments are due and payable that are unpaid and:

- (i) the Collateral Manager believes, in its reasonable judgment, the Obligor of such Collateral Debt Obligation will continue to make scheduled payments of interest thereon in cash and will pay the principal thereof in cash by maturity or as otherwise contractually due;
- (ii) if the Obligor is subject to a bankruptcy or insolvency proceedings, a bankruptcy court has authorised the payment of interest and principal payments when due thereunder;
- (iii) the Collateral Debt Obligation has a Market Value of at least 80 per cent. of its outstanding principal amount; and
- (iv) the Collateral Debt Obligation has either:
 - (A) a Moody's Rating of "B3" or higher;
 - (B) a Moody's Rating of at least "Caa1" and a Market Value of (x) in the case of an Unhedged Collateral Debt Obligation, at least 80 per cent. of its Unhedged Principal Balance, and (y) in the case of all other such Collateral Debt Obligations, at least 80 per cent. of its current Principal Balance; or
 - (C) a Moody's Rating of at least "Caa2" and a Market Value of (x) in the case of an Unhedged Collateral Debt Obligation, at least 85 per cent. of its Unhedged Principal Balance, and (y) in the case of all other such Collateral Debt Obligations, at least 85 per cent. of its current Principal Balance,

provided that, (x) if the Moody's Rating falls below the rating specified in (A), (y) if the Moody's Rating or the Market Value falls below the rating or market value specified in (B), or (z) if the Moody's Rating or the Market Value falls below the rating or market value specified in (C), as the case may be, such Collateral Debt Obligation shall be treated as Defaulted Obligation until such time as it becomes a Current Pay Obligation (by virtue of paragraphs (i), (ii) and (iv) above being satisfied).

"Custody Account" means the custody account or accounts held in the United Kingdom and in any event outside Ireland established on the books of the Custodian in accordance with the provisions of the Agency Agreement, which term shall include each securities account relating to each such Custody Account (if any).

“CVC” means CVC Capital Partners together with CVC Credit Partners.

“CVC Capital Partners” means (a) CVC Capital Partners SICAV-FIS S.A., and CVC Capital Partners Advisory Group Holdings Foundation and each of their respective direct and indirect subsidiaries and their respective Affiliates but excluding (i) any funds managed and/or advised by any of the foregoing and (ii) any of the portfolio investments of any fund referenced in (i) above.

“CVC Capital Portfolio Company” means a company in which one or more CVC Funds (i) has board representation; (ii) holds more than 25 per cent. of the share capital or (iii) has an economic interest in excess of €100,000,000.

“CVC Credit Partners” means CVC Credit Partners L.P and its Affiliates and each of their respective successors and permitted assigns.

“CVC Fund” means any pooled investment vehicle or separate managed account arrangement managed or advised by any member of CVC.

“Defaulted Deferring Mezzanine Obligation” means a Mezzanine Obligation which by its contractual terms provides for the deferral of interest and is a Defaulted Obligation.

“Defaulted Hedge Termination Payment” means any amount payable by the Issuer to a Hedge Counterparty upon termination of any Hedge Transaction, including any due and unpaid scheduled amounts thereunder in respect of which the Hedge Counterparty was either (x) the “Defaulting Party” (as defined in the applicable Hedge Agreement) or (y) the sole “Affected Party” (as such term is defined in the applicable Hedge Agreement) in respect of any termination event, howsoever described, resulting from a rating downgrade of the Hedge Counterparty and/or its failure or inability to take any specified action in relation to such rating downgrade within any specified period within the applicable Hedge Agreement, or in respect of a termination event that is a “Tax Event Upon Merger” (as defined in the applicable Hedge Agreement).

“Defaulted Mezzanine Excess Amounts” means the lesser of:

- (i) the greater of (x) zero and (y) the aggregate of all amounts paid into the Principal Account in respect of each Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation, minus the sum of the principal amount of such Mezzanine Obligation outstanding immediately prior to receipt of such amounts plus any Purchased Accrued Interest relating thereto; and
- (ii) all deferred interest paid in respect of each such Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation minus any Purchased Accrued Interest relating thereto.

“Defaulted Obligation” means a Collateral Debt Obligation as determined by the Collateral Manager:

- (i) in respect of which there has occurred and is continuing a default with respect to the payment of interest or principal, disregarding any grace periods, waiver or forbearance applicable thereto provided that in the case of any Collateral Debt Obligation in respect of which the Collateral Manager has confirmed to the Trustee in writing that, to the knowledge of the Collateral Manager, such default has resulted from non-credit related causes, such Collateral Debt Obligation shall not constitute a “Defaulted Obligation” for the lesser of five Business Days, seven calendar days or any grace period applicable thereto, in each case which default entitles the holders thereof, with notice or passage of time or both, to accelerate the maturity of all or a portion of the principal amount of such obligation, but only until such default has been cured;
- (ii) in respect of which any bankruptcy, insolvency or receivership proceeding has been initiated in connection with the Obligor of such Collateral Debt Obligation (provided that a Collateral Debt Obligation shall not constitute a Defaulted Obligation under this paragraph (ii) if it is a Current Pay Obligation);
- (iii) in respect of which the Collateral Manager knows the Obligor thereunder is in default as to payment of principal and/or interest on another obligation, save for obligations constituting trade debts which the applicable Obligor is disputing in good faith, (and such default has not been cured), but only if both such

other obligation and the Collateral Debt Obligation are full recourse, unsecured obligations, the other obligation is senior to, or pari passu with, the Collateral Debt Obligation in right of payment and the holders of such obligation have accelerated the maturity of all or a portion of such obligation;

- (iv) which (i) has an Moody's Rating of "Ca", "C" or below or (ii) has an S&P Rating of "CC", "SD" or "D" or below;
- (v) which the Collateral Manager, acting on behalf of the Issuer, determines in its reasonable judgment should be treated as a Defaulted Obligation;
- (vi) which would be treated as a Current Pay Obligation except that such Collateral Debt Obligation would result in the Aggregate Collateral Balance of all Collateral Debt Obligations which constitute Current Pay Obligations exceeding 2.50 per cent. of the Aggregate Collateral Balance (excluding Defaulted Obligations);
- (vii) which would be treated as a Corporate Rescue Loan except that such Collateral Debt Obligation would result in the Aggregate Collateral Balance of all Collateral Debt Obligations which constitute Corporate Rescue Loans exceeding 5.00 per cent. of the Aggregate Collateral Balance (excluding Defaulted Obligations);
- (viii) which would be treated as a Corporate Rescue Loan except that such Collateral Debt Obligation would result in the Aggregate Collateral Balance of all Collateral Debt Obligations which constitute Corporate Rescue Loans of a single Obligor exceeding 2.00 per cent. of the Aggregate Collateral Balance (excluding Defaulted Obligations);
- (ix) in respect of a Collateral Debt Obligation that is a Participation:
 - (A) the Selling Institution has defaulted in respect of any of its payment obligations under the terms of such Participation;
 - (B) the obligation which is the subject of such Participation would constitute a Defaulted Obligation if the Issuer had a direct interest therein; or
 - (C) the Selling Institution has (x) a Moody's Rating of "Ca" or "C" or had such Moody's Rating immediately prior to its withdrawal by Moody's or (y) an S&P Rating of "CC", "SD" or "D" or below or in either case had such rating prior to its withdrawal of its S&P Rating; or
- (x) if the Obligor thereof offers holders of such Collateral Debt Obligation a new security, obligation or package of securities or obligations that amount to a diminished financial obligation (such as preferred or common stock, or debt with a lower coupon or amount) of such Obligor and in the reasonable judgement of the Collateral Manager, such offer has the apparent purpose of helping the Obligor avoid default; provided, however, such obligation will cease to be a Defaulted Obligation under this paragraph if such new obligation is (x) a Restructured Obligation; and (y) such Restructured Obligation does not otherwise constitute a Defaulted Obligation pursuant to any other paragraph of the definition hereof;
- (xi) which is a Deferring Security that has been deferring the payment of the current cash interest due thereon for a period of twelve or more months; or
- (xii) which would be treated as an Unapproved Extension Obligation except that such Collateral Debt Obligation would result in the Aggregate Collateral Balance of all Collateral Debt Obligations which constitute Unapproved Extension Obligations exceeding the Maturity Amendment Threshold,

provided that: (w) a Collateral Debt Obligation which is a Corporate Rescue Loan shall constitute a Defaulted Obligation if such Corporate Rescue Loan satisfies this definition of "Defaulted Obligation" other than paragraph (ii) thereof; (x) if more than 5.00 per cent. of the Aggregate Collateral Balance constitutes Corporate Rescue Loans in determining which of the Corporate Rescue Loans are to be treated as Defaulted Obligations under this proviso; the Corporate Rescue Loans with the lowest Market Value shall be deemed to constitute the excess; (y) save in the

case of paragraph (vi) above, a Collateral Debt Obligation which is a Current Pay Obligation shall not constitute a Defaulted Obligation (provided further that, in determining which of the Current Pay Obligations are to be treated as Defaulted Obligations under this proviso; the Current Pay Obligations with the lowest Market Value shall be deemed to constitute the excess); (z) any Collateral Debt Obligation shall cease to be a Defaulted Obligation on the date such obligation no longer satisfies this definition of “Defaulted Obligation”; and (aa) each Collateral Debt Obligation (or portion thereof) included in the Restructured Obligation Excess shall constitute a Defaulted Obligation (for which purposes Collateral Debt Obligations shall be deemed to form part of the Restructured Obligation Excess in reverse order of the date on which each becomes a Restructured Obligation).

“Defaulted Obligation Excess Amounts” means in respect of a Defaulted Obligation, the greater of (i) zero and (ii) the aggregate of all amounts paid into the Principal Account in respect of such Defaulted Obligation for so long as it is a Defaulted Obligation, minus the sum of (a) the Principal Balance of such Defaulted Obligation outstanding immediately prior to receipt of such amounts and (b) any Purchased Accrued Interest in respect of such Defaulted Obligation.

“Deferred Interest” has the meaning given thereto in Condition 6(c)(i) (*Deferred Interest*).

“Deferred Senior Collateral Management Amounts” has the meaning given thereto in Condition 3(c)(i) (*Application of Interest Proceeds*).

“Deferred Subordinated Collateral Management Amounts” has the meaning given thereto in Condition 3(c)(i) (*Application of Interest Proceeds*).

“Deferring Security” and collectively **“Deferring Securities”** means a PIK Obligation that is deferring the payment of the current cash interest due thereon and has been so deferring the payment of such interest due thereon:

- (i) with respect to Collateral Debt Obligations that have a Moody’s Rating of at least “Baa3” or a S&P Rating of at least “BBB-”, for the shorter of two consecutive accrual periods or one year; and
- (ii) with respect to Collateral Debt Obligations that have a Moody’s Rating of “Ba1” or below or a S&P Rating of “BB+” or below, for the shorter of one accrual period or six consecutive months,

which deferred capitalised interest has not, as of the date of determination, been paid in cash.

“Definitive Certificate” means a certificate representing one or more Notes in definitive, fully registered, form.

“Delayed Drawdown Collateral Debt Obligation” means a Collateral Debt Obligation that: (a) requires the Issuer to make one or more future advances to the borrower under the Underlying Instruments relating thereto; (b) specifies a maximum amount that can be borrowed; and (c) does not permit the re-borrowing of any amount previously repaid; but any such Collateral Debt Obligation will be a Delayed Drawdown Collateral Debt Obligation only until all commitments to make advances to the borrower expire or are terminated or reduced to zero.

“Delegate” means any sub-custodian, delegate, nominee, and administrative or other service provider selected and used by the Custodian in connection with carrying out its obligations under the Agency Agreement whether or not such person would be deemed an agent under principles of any applicable law.

“Determination Date” means the last Business Day of each Due Period, or in the event of any redemption of the Notes, following the occurrence of a Note Event of Default, five Business Days prior to the applicable Redemption Date.

“Discount Obligation” means any Collateral Debt Obligation that is not a Swapped Non-Discount Obligation and that the Collateral Manager determines:

- (i) in the case of any Floating Rate Collateral Debt Obligations, is acquired by the Issuer for a purchase price of less than (x) in the case of an Unhedged Collateral Debt Obligation, 80 per cent. of its Unhedged Principal Balance, and (y) in the case of all other such Collateral Debt Obligations, 80 per cent. of the Principal

Balance of such Collateral Debt Obligation (or, if such interest has a Moody's rating below "B3", such interest is acquired by the Issuer for a purchase price of less than 85 per cent. of its Principal Balance); provided that such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value (not being a Market Value determined by the Collateral Manager) of such Collateral Debt Obligation, as determined for any period of 30 consecutive days since the acquisition by the Issuer of such Collateral Debt Obligation equals or exceeds (x) in the case of an Unhedged Collateral Debt Obligation, 90 per cent. of its Unhedged Principal Balance, and (y) in the case of all other such Collateral Debt Obligations, 90 per cent. of the Principal Balance of such Collateral Debt Obligation; or

- (ii) in the case of any Fixed Rate Collateral Debt Obligation, is acquired by the Issuer for a purchase price of less than (x) in the case of an Unhedged Collateral Debt Obligation, 75 per cent. of its Unhedged Principal Balance, and (y) in the case of all other such Collateral Debt Obligations, 75 per cent. of the Principal Balance of such Collateral Debt Obligation (or, if such interest has a Moody's rating below "B3", such interest is acquired by the Issuer for a purchase price of less than 80 per cent. of its Principal Balance); provided that such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value (not being a Market Value determined by the Collateral Manager) of such Collateral Debt Obligation, as determined for any period of 30 consecutive days since the acquisition by the Issuer of such Collateral Debt Obligation, equals or exceeds (x) in the case of an Unhedged Collateral Debt Obligation, 85 per cent. of its Unhedged Principal Balance, and (y) in the case of all other such Collateral Debt Obligations, 85 per cent. of the Principal Balance of such Collateral Debt Obligation,

provided that:

- (a) where the Principal Balance of a Collateral Debt Obligation is partially composed of a Discount Obligation, any sale, repayment or prepayment in respect of such Collateral Debt Obligation will be applied pro rata to (x) the discounted portion of such Collateral Debt Obligation and (y) the non-discounted portion of such Collateral Debt Obligation; and
- (b) if such interest is a Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, the purchase price of such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation for such purpose shall include an amount equal to the Unfunded Amount of such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation which is required to be deposited in the Unfunded Revolver Reserve Account.

"Distribution" means any payment of principal or interest or any dividend or premium or other amount (including any proceeds of sale) or asset paid or delivered on or in respect of any Collateral Debt Obligation, any Collateral Enhancement Debt Obligation, any Eligible Investment or any Exchanged Security, as applicable.

"Dodd-Frank Act" means the Dodd-Frank Wall Street Reform and Consumer Protection Act including any related regulation as may be amended, supplemented or replaced from time to time.

"Domicile" or **"Domiciled"** means with respect to any Obligor with respect to a Collateral Debt Obligation:

- (i) except as provided in paragraph (ii) below, its country of organisation or incorporation; or
- (ii) the jurisdiction and the country in which, in the Collateral Manager's reasonable judgment, a substantial portion of such Obligor's operations are located or from which the main 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 Obligor).

"Drawdown Date" has the meaning given thereto in the Liquidity Facility Agreement.

"DTC" means The Depository Trust Company, its nominee or any successor thereto or replacement thereof.

"Due Period" means, with respect to any Payment Date, the period commencing on and including the day immediately following the eighth Business Day prior to the preceding Payment Date (or on the Issue Date, in the case of the Due Period relating to the first Payment Date) and ending on and including the eighth Business Day

prior to such Payment Date (or, in the case of the Due Period applicable to the Payment Date which is the Redemption Date of any Note, ending on and including the Business Day preceding such Payment Date).

“**EBA**” means the European Banking Authority (including any successor or replacement agency or authority).

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

- (i) the date designated for such purpose by the Collateral Manager by written notice to the Trustee, the Issuer, the Rating Agencies and the Collateral Administrator pursuant to the Collateral Management Agreement, subject to the Effective Date Determination Requirements having been satisfied; and
- (ii) 25 September 2017 (or, if such day is not a Business Day, the next following Business Day).

“**Effective Date Determination Requirements**” means, as at the Effective Date, each of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests (save for the Interest Coverage Tests) being satisfied on such date, and the Issuer having acquired or having entered into binding commitments to acquire Collateral Debt Obligations the Aggregate Principal Balance of which equals or exceeds the Target Par Amount by such date (provided that, for the purposes of determining the Aggregate Principal Balance as provided above, any repayments or prepayments of any Collateral Debt Obligations subsequent to the Issue Date shall be disregarded and the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its (i) Moody’s Collateral Value and (ii) S&P Collateral Value).

“**Effective Date Moody’s Condition**” means a condition satisfied if (a) the Trustee is provided with an accountants’ certificate recalculating and comparing each element of the Effective Date Report and confirming that the Effective Date Determination Requirements are satisfied and (b) Moody’s is provided with the Effective Date Report.

“**Effective Date S&P Condition**” means a condition that will be satisfied if, on or after the Effective Date, S&P has provided a Rating Agency Confirmation to the Issuer (or has been deemed to confirm), the Trustee and the Collateral Manager confirming its initial rating of each Class of Notes; provided that the Effective Date S&P Condition will be deemed to be satisfied if S&P makes a public announcement or informs the Issuer, the Collateral Manager and the Trustee in writing (including by means of email notification or a press release) that (i) it believes satisfaction of the Effective Date S&P Rating Condition is not required or (ii) its practice is not to give such confirmation.

“**Effective Date Rating Event**” means:

- (i) (A) the Effective Date Determination Requirements not having been satisfied as at the Effective Date (unless Rating Agency Confirmation is received in respect of such failure to satisfy the Effective Date Determination Requirements); and
(B) either (X) the failure by the Collateral Manager (acting on behalf of the Issuer) to present a Rating Confirmation Plan to the Moody’s or, (Y) following request therefor from the Collateral Manager, Rating Agency Confirmation from Moody’s has not been obtained for the Rating Confirmation Plan; or
- (ii) the Effective Date Moody’s Condition not being satisfied and, following a request therefor from the Collateral Manager after the Effective Date, Rating Agency Confirmation from Moody’s not having been received; or
- (iii) the Effective Date S&P Condition not being satisfied and, following a request thereof from the Collateral Manager after the Effective Date, Rating Agency Confirmation from S&P not having been received following the Effective Date,

provided that any downgrade or withdrawal of any of the Initial Ratings of the Rated Notes which is not directly related to a request for confirmation thereof or which occurs after confirmation thereof by the Rating Agencies shall not constitute an Effective Date Rating Event.

“Effective Date Report” has the meaning given to it in the Collateral Management Agreement.

“Eligibility Criteria” means the Eligibility Criteria specified in the Collateral Management Agreement which are required to be satisfied in respect of each Collateral Debt Obligation acquired by the Collateral Manager (on behalf of the Issuer) at the time of entering into a binding commitment to acquire such obligation and, in the case of Issue Date Collateral Debt Obligations, the Issue Date.

“Eligible Bond Index” means the Markit iBoxx EUR High Yield Index, the Credit Suisse Western European High Yield Index (or any subsequent names given to these indices) as chosen by the Collateral Manager or any other index proposed by the Collateral Manager, subject to Rating Agency Confirmation.

“Eligible Investments” means any investment denominated in Euro that is one or more of the following obligations or securities (other than obligations or securities which are zero coupon obligations or securities) and in the case of an obligation of a company incorporated or established in, or a sovereign issuer of, the United States, or otherwise bearing interest that arises, for U.S. federal income tax purposes, from sources within the United States, is in registered form for U.S. federal income tax purposes (or is not a “registration required obligation” as defined in Section 163(f) of the Code) at the time they are acquired including, without limitation, any Eligible Investments for which the Custodian or the Collateral Manager or an Affiliate of any of them provides services:

- (i) direct obligations of, and obligations the timely payment of principal of and interest under which is fully and expressly guaranteed (such guarantee to comply with the current S&P criteria on guarantees) by, a Qualifying Country or any agency or instrumentality of a Qualifying Country, the obligations of which are fully and expressly guaranteed by a Qualifying Country (provided such guarantee satisfies the then current S&P guarantee criteria) which in each case has a rating of not less than the applicable Eligible Investment Minimum Rating;
- (ii) demand and time deposits in, certificates of deposit of and bankers’ acceptances issued by any depository institution (including the Account Bank) or trust company incorporated under the laws of a Qualifying Country with, in each case, a maturity of no more than 90 days, or following the occurrence of a Frequency Switch Event, 180 days and subject to supervision and examination by governmental banking authorities so long as the commercial paper and/or the debt obligations of such depository institution or trust company (or, in the case of the principal depository institution in a holding company system, the commercial paper or debt obligations of such holding company) and the relevant issuing depository institution or trust company (or holding company, if applicable) at the time of such investment or contractual commitment have a rating of not less than the applicable Eligible Investment Minimum Rating;
- (iii) subject to receipt of Rating Agency Confirmation related thereto, unleveraged repurchase obligations with respect to:
- (iv) any obligation described in paragraph (i) above; or
- (v) any other security issued or guaranteed by an agency or instrumentality of a Qualifying Country, in either case entered into with a depository institution or trust company (acting as principal) described in paragraph (ii) above or entered into with a corporation (acting as principal) whose debt obligations are rated not less than the applicable Eligible Investments Minimum Rating at the time of such investment (and such guarantee, if applicable, complies with the relevant S&P criteria on guarantees);
- (vi) securities bearing interest or sold at a discount to the face amount thereof issued by any corporation incorporated under the laws of a Qualifying Country that have a credit rating of not less than the Eligible Investments Minimum Rating at the time of such investment or contractual commitment providing for such investment;
- (vii) commercial paper or other short-term obligations having, at the time of such investment, a credit rating of not less than the applicable Eligible Investments Minimum Rating and that either are bearing interest or are sold at a discount to the face amount thereof and have a maturity of not more than 92 days, or following the occurrence of a Frequency Switch Event, 183 days from their date of issuance;

- (viii) offshore funds investing in the money markets rated, at all times, “AAAm” by S&P and “Aaa-mf” by Moody’s provided that such fund issues shares, units or participations that may be lawfully acquired in Ireland; and
- (ix) any other investment similar to those described in paragraphs (i) to (viii) (inclusive) above:
 - (A) in respect of which Rating Agency Confirmation has been received as to its inclusion in the Portfolio as an Eligible Investment; and
 - (B) which has, in the case of an investment with a maturity of longer than 91 days, a long-term credit rating not less than the applicable Eligible Investment Minimum Rating,

and, in each case, such instrument or investment provides for payment of a predetermined fixed amount of principal on maturity that is not subject to change has a Collateral Debt Obligation Stated Maturity (giving effect to any applicable grace period) of no later than 365 days following the date of the Issuer’s acquisition thereof and either (A) has a Collateral Debt Obligation Stated Maturity (giving effect to any applicable grace period) no later than the Business Day immediately preceding the next following Payment Date or (B) is capable of being liquidated at par on demand without penalty, provided, however, that Eligible Investments shall not include any mortgage backed security, interest only security, security subject to withholding or similar taxes, security rated with an “f”, “r”, “(sf)” or “t” subscript assigned by S&P or such other qualifying subscript published and assigned by S&P from time to time as may be applicable, or security purchased at a price in excess of 100 per cent. of par, security whose repayment is subject to substantial non credit related risk (as determined by the Collateral Manager in its discretion); provided further that only assets which are “qualifying assets” within the meaning of Section 110 of the Taxes Consolidation Act 1997 as amended of Ireland (the “TCA”) and which do not give rise to stamp duty, stamp duty reserve tax or other transfer duties or taxes (except to the extent that such stamp duty, stamp duty reserve tax or other transfer duties or taxes are taken into account in deciding whether to acquire the assets) may constitute Eligible Investments.

“Eligible Investments Minimum Rating” means:

- (i) for so long as any Notes rated by Moody’s are Outstanding:
 - (A) where such commercial paper or debt obligations do not have a short-term senior unsecured debt or issuer (as applicable) credit rating from Moody’s, a long-term senior unsecured debt or issuer (as applicable) credit rating of “Aaa” from Moody’s; or
 - (B) where such commercial paper or debt obligations have a short-term senior unsecured debt or issuer (as applicable) credit rating, such short-term rating is “P-1” from Moody’s and the long-term senior unsecured debt or issuer (as applicable) credit rating is at least “A1” from Moody’s;
- (ii) for so long any Notes rated by S&P are Outstanding:
 - (A) in the case of Eligible Investments with a maturity of more than 60 calendar days:
 - (1) a long-term debt or issuer (as applicable) credit rating of at least “AA-” from S&P; or
 - (2) a short-term debt or issuer credit rating of at least “A-1+” from S&P; or
 - (3) such other ratings as confirmed by S&P; and
 - (B) in the case of Eligible Investments with a maturity of 60 calendar days or less:
 - (1) a short-term debt or issuer credit rating of at least “A-1” from S&P; or
 - (2) such other ratings as confirmed by S&P.

“Eligible Loan Index” means the S&P European Leveraged Loan Index, the Credit Suisse Western European leveraged Loan Index or any other index proposed by the Collateral Manager, subject to Rating Agency Confirmation.

“**EMIR**” means the European Market Infrastructure Regulation (Regulation (EU) No. 648/2012, including any implementing and/or delegated regulation (including the European Union (European Markets Infrastructure) Regulations 2014), technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

“**EU Retention Deficiency**” means, as of any date of determination, an event which occurs if the Principal Amount Outstanding of the Class M-1 Subordinated Notes held by the Retention Holder is less than 5 per cent. of the Aggregate Collateral Balance and the EU Retention Requirements are not or would not be complied with as a result.

“**EU Retention Letter**” means the letter entered into between the Issuer, the Retention Holder, the Collateral Administrator, the Trustee and the Arranger dated on or about 30 March 2017 (as may be amended, supplemented or replaced in accordance with the EU Retention Requirements) and notified in writing to the Trustee, the Collateral Administrator and the Issuer.

“**EU Retention Notes**” means the Class M-1 Subordinated Notes subscribed for by the Retention Holder on the Issue Date and comprising as at the Issue Date a Principal Amount Outstanding of Class M-1 Subordinated Notes equal to not less than five per cent. of the Aggregate Collateral Balance.

“**EU Retention Requirements**” means together, the CRR Retention Requirements, the AIFMD Retention Requirements and the Solvency II Retention Requirements.

“**EURIBOR**” means the rate determined in accordance with Condition 6(e) (*Interest on the Notes*).

“**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended.

“**ESMA**” means the European Securities and Markets Authority or any replacement thereof or successor thereto.

“**EURIBOR**” means the rate determined in accordance with Condition 6(e) (*Interest on the Notes*).

“**Euro**”, “**Euros**”, “**euro**” and “**€**” means the lawful currency of the Member States of the European Union that have adopted and retain the single currency in accordance with the Treaty on the Functioning of the European Union, as amended from time to time; provided that if any member state or states ceases to have such single currency as its lawful currency (such member state(s) being the “Exiting State(s)”), the euro shall, for the avoidance of doubt, mean for all purposes the single currency adopted and retained as the lawful currency of the remaining member states and shall not include any successor currency introduced by the Exiting State(s).

“**Euroclear**” means Euroclear Bank S.A./N.V., as operator of the Euroclear system.

“**Euro zone**” means the region comprised of Member States of the European Union that have adopted the single currency in accordance with the Treaty on the Functioning of the European Union, as amended.

“**Excess CCC/Caa Adjustment Amount**” means, as of any date of determination, an amount equal to the greater of zero and an amount equal to:

- (i) the Aggregate Principal Balance of all Collateral Debt Obligations included in the CCC/Caa Excess; minus
- (ii) aggregate of, with respect to the Collateral Debt Obligations included in the CCC/Caa Excess, the product of (1) the Principal Balance of each such Collateral Debt Obligation and (2) the Market Value of each such Collateral Debt Obligation.

“**Exchange Act**” means the United States Securities Exchange Act of 1934, as amended.

“**Exchanged Security**” means any of: (a) an equity security which is not a Collateral Enhancement Debt Obligation and which is delivered to the Issuer upon acceptance of an Offer in respect of a Defaulted Obligation or received by the Issuer as a result of restructuring of the terms in effect as of the later of the Issue Date or date of issuance of the relevant Collateral Debt Obligation and (b) a Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including

but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of Obligor) which does not satisfy the Restructured Obligation Criteria on the Restructuring Date.

“Expense Reserve Account” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“Extraordinary Resolution” means an extraordinary resolution as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

“FATCA” means:

- (i) Sections 1471 to 1474 of the U.S. Internal Revenue Code of 1986 (the **“Code”**) or any associated regulations or other official guidance;
- (ii) any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or
- (iii) any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the Internal Revenue Service, the U.S. government or any governmental or taxation authority in any other jurisdiction.

“Fee Basis Amount” means an amount equal to the weighted average Aggregate Collateral Balance during the related Due Period.

“Final Technical Standards” means Delegated Regulation (EU) No. 625/2014 of 13 March 2014 supplementing the CRR.

“First Lien Last Out Loan” means a Collateral Debt Obligation that is an interest in a loan, the Underlying Instruments for which:

- (i) may by its terms become subordinate in right of payment to any other obligation of the Obligor of such loan solely upon the occurrence of a default or event of default by the Obligor of such loan; and
- (ii) is secured by a valid perfected first priority security interest or lien in, to or on specified collateral securing the Obligor’s obligations under the loan,

provided that a First Lien Last Out Loan shall be treated in all cases as a Second Lien Loan.

“Fitch” means Fitch Ratings Limited, and any successor or successors thereto.

“Fixed Rate Collateral Debt Obligation” means any Collateral Debt Obligation that bears a fixed rate of interest.

“Fixed Rate Notes” means each of the Class A-2 Notes and the Class B-2 Notes.

“Floating Rate Collateral Debt Obligation” means any Collateral Debt Obligation that bears a floating rate of interest.

“Floating Rate Notes” means the Class A-1 Notes, the Class B-1 Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

“Floating Rate of Interest” has the meaning given thereto in Condition 6(e)(i) (*Floating Rate of Interest*).

“Form Approved Asset Swap” means an Asset Swap Transaction and the related Asset Swap Agreement, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the name and financial aspects of the related Collateral Debt Obligation, the notional amount, the effective date, the termination date and other related and/or immaterial changes) to a form for which Rating Agency Confirmation has been received by the Issuer or which has been approved by the Rating Agencies from time to time, provided that such approval shall be deemed to have been so received in respect of any such form approved by the Rating Agencies prior to the Issue Date unless otherwise notified to the Collateral Manager (acting on behalf of the Issuer) by a Rating Agency prior to entering into a new Asset Swap Transaction.

“Form Approved Interest Rate Hedge” means an Interest Rate Hedge Transaction and the related Interest Rate Hedge Agreement, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the applicable floating rate index, the notional amount, the effective date, the termination date and other related and/or immaterial changes) to a form approved by the Rating Agencies from time to time, provided that such approval shall be deemed to have been so received in respect of any such form for which Rating Agency Confirmation has been received by the Issuer or which has been approved by the Rating Agencies prior to the Issue Date unless otherwise notified to the Collateral Manager (acting on behalf of the Issuer) by a Rating Agency prior to entering into a new Interest Rate Hedge Transaction.

“Frequency Switch Event” shall occur if, on any Frequency Switch Measurement Date:

- (i) (A) the Aggregate Principal Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value) of Collateral Debt Obligations that reset so as to become Semi-Annual Obligations or Annual Obligations in the previous Due Period (or where such Due Period is the first Due Period, in the last three months of such Due Period), is greater than or equal to 20 per cent. of the Aggregate Collateral Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value); (B) the Class A/B Interest Coverage Ratio is less than 101 per cent. (and provided that for such purpose, paragraph (ii) and paragraph (vii) of the definition of Interest Coverage Amount shall be deemed to be equal to zero), as calculated by the Collateral Administrator in consultation with, and notified to, the Collateral Manager and notified to the Issuer; and (C) for so long as any of the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio being greater than 101 per cent. (and provided for such purpose, (1) paragraphs (ii) and (vii) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations and Annual Obligations referred to in (i)(A) above shall be added to the numerator of the Class A/B Interest Coverage Ratio and (3) amounts standing to the credit of the Principal Account shall be added to the numerator of the Class A/B Interest Coverage Ratio); or
- (ii) the Collateral Manager declares in its sole discretion that a Frequency Switch Event shall have occurred provided that (A) such election may only be made by the Collateral Manager for the purposes of the liquidity of the Issuer and (B) such election may not be made if the Class A/B Interest Coverage Ratio is less than 101 per cent. (and provided that for such purpose, paragraph (ii) and paragraph (vii) of the definition of Interest Coverage Amount shall be deemed to be equal to zero), as calculated by the Collateral Administrator in consultation with, and notified to, the Collateral Manager and notified to the Issuer, and would have been less than such level if calculated on such basis if no Collateral Debt Obligations have been reset so as to become Semi-Annual Obligations or Annual Obligations in the previous Due Period (or where such Due Period is the first Due Period, in the last three months of such Due Period),

in each case notified in writing by the Collateral Manager to the Rating Agencies, the Calculation Agent, the Issuer (who shall notify the Noteholders in accordance with Condition 16 (*Notices*)), the Principal Paying Agent, the Trustee, the Transfer Agent and the Registrar, and, (with respect to the occurrence of a Frequency Switch Event pursuant to paragraph (ii) above), the Collateral Administrator. For the avoidance of doubt, no Frequency Switch Event shall be deemed to have occurred until the relevant notice to Noteholders has been given.

“Frequency Switch Measurement Date” means each Determination Date from (and including) the Determination Date immediately preceding the second Payment Date, provided that following the occurrence of a Frequency Switch Event, no further Frequency Switch Measurement Date shall occur.

“Funded Amount” means, with respect to any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation at any time, the aggregate principal amount of advances or other extensions of credit to the extent funded thereunder by the Issuer that are outstanding at such time.

“Global Certificate” means a certificate representing one or more Notes in global, fully registered form.

“Hedge Agreement” means any Interest Rate Hedge Agreement and/or Asset Swap Agreement, as applicable.

“Hedge Agreement Eligibility Criteria” has the meaning given thereto in the Collateral Management Agreement.

“Hedge Counterparty” means any Interest Rate Hedge Counterparty or Asset Swap Counterparty, as applicable.

“Hedge Replacement Payment” means any Interest Rate Hedge Replacement Payment or Asset Swap Replacement Payment, as applicable.

“Hedge Replacement Receipt” means any Interest Rate Hedge Replacement Receipt or Asset Swap Replacement Receipt, as applicable.

“Hedge Termination Account” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“Hedge Termination Payment” means any Interest Rate Hedge Termination Payment or Asset Swap Termination Payment, as applicable.

“Hedge Termination Receipt” means any Interest Rate Hedge Termination Receipt or Asset Swap Termination Receipt, as applicable.

“Hedge Transaction” means any Interest Rate Hedge Transaction or Asset Swap Transaction, as applicable.

“High Yield Bond” means a debt security other than a Senior Secured Bond which, on acquisition by the Issuer, is either rated below investment grade by at least one internationally recognised credit rating agency (provided that, if such debt security is, at any time following acquisition by the Issuer, no longer rated by at least one internationally recognised credit rating agency as below investment grade it will not, as a result of such change in rating, fall outside this definition) or which is a high yielding debt security, in each case as determined by the Collateral Manager, excluding any debt security which is secured directly on, or represents the ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including, without limitation, collateralised bond obligations, collateralised loan obligations or any similar security.

“Incentive Collateral Management Fee” means the fee payable to the Collateral Manager (exclusive of VAT) pursuant to the Collateral Management Agreement in an amount, as determined by the Collateral Administrator, equal to the amount specified at paragraph (EE) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments and paragraph (AA) of the Post-Acceleration Priority of Payments provided that such amount will only be payable to the Collateral Manager if the Incentive Collateral Management Fee IRR Threshold has been reached.

“Incentive Collateral Management Fee IRR Threshold” means the threshold which will have been reached on the relevant Payment Date if the Subordinated Notes Outstanding have received an annualised internal rate of return (computed using the “XIRR” function in Microsoft® Excel or an equivalent function in another software package and assuming for this purpose that all Subordinated Notes were purchased on the Issue Date at a price equal to the Subordinated Notes Initial Offer Price Percentage of the principal amount thereof) of at least 12.0 per cent. on the Principal Amount Outstanding of the Subordinated Notes as of the first day of the Due Period preceding such Payment Date (after giving effect to all payments in respect of the Subordinated Notes to be made on such Payment Date), provided that any additional issuances of the Subordinated Notes pursuant to Condition 17 (*Additional Issuance*) shall be included for the purpose of calculating the Incentive Collateral Management Fee IRR Threshold at their issue price and issue date and not the Subordinated Notes Initial Offer Price Percentage.

“Incurrence Covenant” means a covenant by any Obligor to comply with one or more financial covenants only upon the occurrence of certain actions of the Obligor, including a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

“Initial Drawdown” means the aggregate amounts that the Issuer has drawn in accordance with the terms of the Liquidity Facility Agreement for the payment of any shortfall in the amount of Interest Proceeds available to pay amounts intended and permitted to be paid in accordance with paragraphs (A) through (EE) (inclusive), including, for the avoidance of doubt, to distribute to the Subordinated Noteholders pursuant to paragraph (EE) of the Interest Proceeds Priority of Payments (other than amounts payable to the Liquidity Facility Provider pursuant to paragraph (E) of the Interest Proceeds Priority of Payments on any Payment Date).

“Initial Investment Period” means the period from, and including, the Issue Date to, but excluding, the Effective Date.

“Initial Ratings” means in respect of any Class of Notes and any Rating Agency, the ratings assigned to such Class of Notes by such Rating Agency as at the Issue Date and “Initial Rating” means each such rating.

“Interest Account” means the account described as such in the name of the Issuer held with the Custodian in the United Kingdom and in any event outside Ireland.

“Interest Amount” means in respect of a Class of Notes:

- (i) in the case of the Floating Rate Notes, the amount calculated by the Calculation Agent in accordance with Condition 6(e)(ii) (*Determination of Floating Rate of Interest and Calculation of Interest Amount*);
- (ii) in the case of the Fixed Rate Notes, the amount calculated by the Calculation Agent in accordance with Condition 6(e)(iii) (*Calculation of Class A-2 Fixed Amounts and Class B-2 Fixed Amounts*); and
- (iii) in the case of the Subordinated Notes, the Senior Class M-2 Interest Amounts and the Subordinated Class M-2 Interest Amounts calculated by the Collateral Administrator in accordance with Condition 6(e)(v) (*Interest Proceeds in respect of Subordinated Notes*).

“Interest Coverage Amount” means, on any particular Measurement Date:

- (i) the Balance standing to the credit of the Interest Account;
plus
- (ii) the sum of all scheduled interest payments (including (X) any commitment fees due but not yet received in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations, (Y) any amounts which the applicable Obligor has agreed or is required to pay by way of a gross-up in respect of amounts withheld at source or otherwise deducted in respect of taxes and (Z) any amounts which the Collateral Manager reasonably determines will be received within the same Due Period by way of recovery from an applicable tax authority under a double tax treaty) due but not yet received (in each case regardless of whether the applicable due date has yet occurred) in the Due Period in which such Measurement Date occurs on the Collateral Debt Obligations, the Eligible Investments and the Accounts (other than the Counterparty Downgrade Collateral Account, but including interest on third party collateral accounts of the kind referred to in Condition 3(j)(ii)(J) (*Interest Account*)), but excluding:
 - (A) accrued and unpaid interest on Defaulted Obligations (excluding Current Pay Obligations) unless such amounts constitute Defaulted Obligation Excess Amounts or Defaulted Mezzanine Excess Amounts;
 - (B) interest on any Collateral Debt Obligation to the extent that such Collateral Debt Obligation does not provide for the scheduled payment of interest in cash;
 - (C) any amounts, to the extent that such amounts if not paid, will not give rise to a default under the relevant Collateral Debt Obligation;
 - (D) any amounts expected to be withheld at source or otherwise deducted in respect of taxes unless such withholding or deduction can be sheltered by application being made under the applicable double tax treaty or otherwise;
 - (E) interest on any Collateral Debt Obligation which has not paid cash interest on a current basis in respect of the lesser of (A) twelve months and (B) the two most recent interest periods;
 - (F) any scheduled interest payments as to which the Issuer or the Collateral Manager has actual knowledge that such payment will not be made;
 - (G) any Purchased Accrued Interest;

- (H) with respect to Mezzanine Obligations and PIK Obligations, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation,

provided that, in respect of a Non-Euro Obligation (1) that is an Asset Swap Obligation, this paragraph (ii) shall be deemed to refer to the related Scheduled Periodic Asset Swap Counterparty Payment, subject to the exclusions set out above and (2) that is an Unhedged Collateral Debt Obligation, the amount taken into account for this paragraph (ii) shall be an amount equal to (X) if such Unhedged Collateral Debt Obligation was purchased in the Primary Market, has been an Unhedged Collateral Debt Obligation for less than 90 calendar days since the date of settlement thereof, and as long as the Rated Notes are rated by Moody's and/or S&P, 50.0 per cent. of the scheduled interest payments referred to above due but not yet received in respect of such Unhedged Collateral Debt Obligation (subject to the exclusions set out above), converted into Euro at the then prevailing Applicable Exchange Rate, and (Y) otherwise zero, provided that in the case of below, if the Aggregate Collateral Balance (after giving effect to the purchase of any unsettled Unhedged Collateral Debt Obligation and calculating the principal balance thereof in accordance with the provisions of the Principal Balance for Unhedged Collateral Debt Obligations) is less than the Reinvestment Target Par Amount, such amount shall be deemed to be zero, and provided further that in the case of below, if the Unhedged Aggregate Principal Balance exceeds 2.5 per cent. of the Aggregate Collateral Balance, such amount shall be multiplied by 2.5 per cent. of the Aggregate Collateral Balance and divided by the Unhedged Aggregate Principal Balance; and

- (iii) minus the amounts payable pursuant to paragraphs (A) through (G) of the Interest Proceeds Priority of Payments on the following Payment Date;
- (iv) minus any of the above amounts that would be payable into the Interest Smoothing Account on the Business Day after the Determination Date at the end of the Due Period in which such Measurement Date falls;
- (v) plus any amounts that would be payable from the Interest Reserve Account and the Interest Smoothing Account to the Interest Account in the Due Period in which such Measurement Date falls (without double counting any such amounts which have been already transferred to the Interest Account);
- (vi) plus any Scheduled Periodic Interest Rate Hedge Counterparty Payments payable to the Issuer under any Hedge Transaction but to the extent not already included in accordance with (i) above; and
- (vii) plus any amounts which can be drawn under the Liquidity Facility Agreement after taking into account the amount currently outstanding that is not expected to be repaid under (iii) above; and
- (viii) minus any interest in respect of a PIK Obligation that has been deferred (but only to the extent such amount has not already been excluded in accordance with (ii) (B), (C), (E), (H), above).

For the purposes of calculating any Interest Coverage Amount, the expected or scheduled interest income on Floating Rate Collateral Debt Obligations and Eligible Investments and the expected or scheduled interest payable on any Class of Notes and on any relevant Account shall be calculated using then current interest rates applicable thereto.

“Interest Coverage Ratio” means the Class A/B Interest Coverage Ratio, the Class C Interest Coverage Ratio, the Class D Interest Coverage Ratio and the Class E Interest Coverage Ratio (as applicable). For the purposes of calculating an Interest Coverage Ratio, the expected interest income on Collateral Debt Obligations, Eligible Investments and the Accounts (to the extent applicable) and the expected interest payable on the relevant Rated Notes will be calculated using the then current interest rates applicable thereto.

“Interest Coverage Test” means the Class A/B Interest Coverage Test, the Class C Interest Coverage Test, the Class D Interest Coverage Test and the Class E Interest Coverage Test (as applicable).

“Interest Determination Date” means the second Business Day prior to the commencement of each Accrual Period. For the avoidance of doubt, in respect of the Issue Date, the Calculation Agent will determine a straight line

interpolation of the offered rate for 6-month and 9-month Euro deposits on the Issue Date but such offered rate shall be calculated as of the second Business Day prior to the Issue Date.

“Interest Diversion Test” means the test which will apply as of any Measurement Date on and after the Effective Date which will be satisfied on such Determination Date if the Class F Par Value Ratio is at least equal to 104.11 per cent.

“Interest Proceeds” means all amounts paid or payable into the Interest Account from time to time and, with respect to any Payment Date, means any Interest Proceeds received or receivable by the Issuer during the related Due Period to be disbursed pursuant to the Interest Proceeds Priority of Payments on such Payment Date, together with any other amounts to be disbursed out of the Payment Account as Interest Proceeds on such Payment Date pursuant to Condition 3(i) (*Accounts*) or Condition 11 (*Enforcement*). Any Initial Drawdowns or Subsequent Drawdowns paid into the Payment Account shall constitute Interest Proceeds.

“Interest Proceeds Priority of Payments” means the priority of payments in respect of Interest Proceeds set out in Condition 3(c)(i) (*Application of Interest Proceeds*).

“Interest Reserve Account” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“Interest Rate Hedge Agreement” means a 1992 ISDA Master Agreement (Multicurrency-Cross-Border) or a 2002 ISDA Master Agreement (or such other ISDA pro forma Master Agreement as may be published by ISDA from time to time), together with the schedule and confirmations relating thereto including any guarantee thereof and any credit support annex entered into pursuant to the terms thereof, each as amended or supplemented from time to time, and entered into by the Issuer with an Interest Rate Hedge Counterparty which shall govern one or more Interest Rate Hedge Transactions entered into by the Issuer and such Interest Rate Hedge Counterparty (including any Replacement Interest Rate Hedge Transaction).

“Interest Rate Hedge Counterparty” means each financial institution with which the Issuer enters into an Interest Rate Hedge Agreement or any permitted assignee or successor thereto under the terms of the related Interest Rate Hedge Agreement and in each case which satisfies, at the time of entry into the relevant Interest Rate Hedge Transaction, the applicable Rating Requirement (or whose obligations are guaranteed by a guarantor which satisfies the applicable Rating Requirement).

“Interest Rate Hedge Replacement Payment” means any amount payable to an Interest Rate Hedge Counterparty by the Issuer upon entry into a Replacement Interest Rate Hedge Transaction which is replacing an Interest Rate Hedge Transaction which was terminated.

“Interest Rate Hedge Replacement Receipt” means any amount payable to the Issuer by an Interest Rate Hedge Counterparty upon entry into a Replacement Interest Rate Hedge Transaction which is replacing an Interest Rate Hedge Transaction which was terminated.

“Interest Rate Hedge Termination Payment” means the amount payable to an Interest Rate Hedge Counterparty by the Issuer upon termination or modification of an Interest Rate Hedge Transaction pursuant to the relevant Interest Rate Hedge Agreement excluding, for purposes other than payment by the Issuer, any due and unpaid scheduled amounts payable thereunder.

“Interest Rate Hedge Termination Receipt” means the amount payable by an Interest Rate Hedge Counterparty to the Issuer upon termination of an Interest Rate Hedge Transaction pursuant to the relevant Interest Rate Hedge Agreement, excluding, for purposes other than payment to the applicable Account to which the Issuer shall credit such amounts, the portion thereof representing any due and unpaid scheduled amounts payable thereunder.

“Interest Rate Hedge Transaction” means each interest rate protection transaction, which may be an interest rate swap transaction, an interest rate cap, an interest rate floor transaction, or an asset specific interest rate swap, including for the avoidance of doubt any Issue Date Interest Rate Hedge Transaction, in each case, entered into under an Interest Rate Hedge Agreement.

“Interest Smoothing Account” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“Interest Smoothing Amount” means, in respect of each Determination Date on or following the occurrence of a Frequency Switch Event, zero and, in respect of each other Determination Date and for so long as any Rated Notes are Outstanding, an amount equal to the sum of:

- (a) (i) 0.5; *multiplied by*
- (ii) an amount equal to:
 - (A) the sum of all payments of interest received during the related Due Period in respect of each Semi-Annual Obligation; minus
 - (B) (the sum of all payments of interest scheduled to be received during the immediately following Due Period in respect of each Semi-Annual Obligation, plus
- (b) (i) 0.5; *multiplied by*
- (ii) an amount equal to:
 - (A) the sum of all payments of interest received during the related Due Period in respect of each Annual Obligation; minus
 - (B) the sum of all payments of interest scheduled to be received during the immediately following Due Period in respect of each Annual Obligation,

provided that, in each case, excluding all interest and other amounts received in respect of any Defaulted Obligations; and (x) such amount may not be less than zero and (y) following redemption in full of the Rated Notes or if the Aggregate Principal Balance of the Semi-Annual Obligations and Annual Obligations is less than or equal to 5.0 per cent. of the Aggregate Collateral Balance (for such purpose, the Principal Balance of all Defaulted Obligations shall be their S&P Collateral Value), such amount shall be deemed to be zero.

“Intermediary Obligation” means an interest in relation to a loan which is structured to be acquired indirectly by lenders therein at or prior to primary syndication thereof, including pursuant to a collateralised deposit or guarantee, a sub-participation or other arrangement which has the same commercial effect and in each case, in respect of any obligation of the lender to a “fronting bank” in respect of non-payment by the Obligor, is 100 per cent. collateralised by such lenders.

“Internal Revenue Service” means the United States Internal Revenue Service or any successor thereto.

“Investment Company Act” means the United States Investment Company Act of 1940, as amended.

“Ireland IGA” means the intergovernmental agreement entered into between the United States and Ireland to implement FATCA.

“Irish Stock Exchange” means the Irish Stock Exchange plc.

“ISDA” means the International Swaps and Derivatives Association, Inc.

“Issue Date” means on or about 30 March 2017 (or such other date as may shortly follow such date as may be agreed between the Issuer and the Placement Agent and is notified in writing to the Trustee, the Collateral Administrator and the Noteholders in accordance with Condition 16 (*Notices*) and the Irish Stock Exchange).

“Issue Date Collateral Debt Obligation” means an obligation for which the Issuer (or the Collateral Manager, acting on behalf of the Issuer) has entered into a binding commitment to purchase on or prior to the Issue Date.

“Issue Date Interest Rate Hedge Transactions” means the Interest Rate Hedge Transactions, (if any) entered into by the Issuer on or around the Issue Date.

“Issuer Profit Account” means the account in the name of the Issuer wherein the Issuer Profit Amount is retained.

“Issuer Profit Amount” means the payment on each Payment Date of €250, or, following the occurrence of a Frequency Switch Event, of €500, subject always to an aggregate maximum amount of €1,000 per annum, to the Issuer as a fee for entering into the transaction.

“Liquidity Drawing” means a loan made or to be made under the Liquidity Facility Agreement or deemed to be made under the Liquidity Facility Agreement including any Initial Drawdown and/or any Subsequent Drawdown.

“Liquidity Facility” means the liquidity facility granted by the Liquidity Facility Provider to the Issuer pursuant to the Liquidity Facility Agreement.

“Liquidity Facility Agreement” means an agreement dated the Issue Date between, amongst others, the Issuer, the Collateral Manager and the Liquidity Facility Provider.

“Liquidity Facility Commitment Period” means the period from (and including) the Issue Date to (but excluding) the Liquidity Facility Commitment Period End Date.

“Liquidity Facility Commitment Period End Date” means the earliest of:

- (i) the Business Day that is immediately preceding the date that is four years from the Issue Date, unless the Liquidity Facility Commitment Period is renewed for one or two additional one year periods in accordance with the Liquidity Facility Agreement;
- (ii) the date on which the Liquidity Facility is cancelled in its entirety in accordance with its terms; and
- (iii) the date on which the Rated Notes are redeemed in full,

or, in each case, if such day is not a Business Day, the Business Day immediately prior to such day.

“Liquidity Facility Provider” means The Bank of New York Mellon in its capacity as the liquidity facility provider under the Liquidity Facility Agreement or such other person who may from time to time act as the liquidity facility provider under the Liquidity Facility Agreement.

“Liquidity Payment” means all interest and principal amounts and commitment fees due and payable by the Issuer to the Liquidity Facility Provider under the Liquidity Facility Agreement.

“Maintenance Covenant” means, as of any date of determination, a covenant by any Obligor to comply with one or more financial covenants during each reporting period applicable to the related loan, whether or not any action by, or event relating to, such Obligor occurs after such date of determination.

“Mandatory Redemption” means a redemption of the Notes pursuant to and in accordance with Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

“Margin Stock” has the meaning given to it in the Collateral Management Agreement.

“Market Value” means, on any date of determination and as provided by the Collateral Manager to the Collateral Administrator (in each case, expressed as a percentage of par):

- (i) the bid price determined by an independent recognised pricing service; or
- (ii) provided if the bid price determined in paragraph (i) above is, in the reasonable business judgement of the Collateral Manager inaccurate or if such independent recognised pricing service is not available, the mean of the bid prices (excluding accrued interest) determined by three independent broker-dealers active in the trading of such Collateral Debt Obligations; or
- (iii) if three such broker-dealer prices are not available, the lower of the bid side prices (excluding accrued interest) determined by two such broker-dealers; or

- (iv) if two such broker-dealer prices are not available, the bid side price (excluding accrued interest) determined by one independent broker-dealer (unless, in each case, the fair market value thereof determined by the Collateral Manager pursuant to paragraph (v) below would be lower); or
- (v) if the determinations of such broker-dealers or independent recognised pricing service are not available, then the lower of:
 - (A) the higher of:
 - (1) the lower of: (x) the Moody's Recovery Rate of such Collateral Debt Obligation and (y) the S&P Recovery Rate of such Collateral Debt Obligation; and
 - (2) 70.00 per cent.; and
 - (B) the fair market value thereof determined by the Collateral Manager on a best efforts basis (x) in a manner consistent with reasonable and customary market practice, (y) in a manner consistent with any determination the Collateral Manager applies with respect to any other similar obligation managed by the Collateral Manager, and (z) using the same fair market value as is assigned by the Collateral Manager to such Collateral Debt Obligation for all other purposes, in each case, as notified to the Collateral Administrator on the date of determination thereof, *provided that* if the Collateral Manager is not subject to Directive 2004/39/EC of the European Parliament and of the Council of 21 April 2004 (or other comparable regulation), where the Market Value is determined by the Collateral Manager in accordance with this paragraph (v)(B), such Market Value shall only be valid for 30 days; and
- (vi) if the Market Value of an asset is not determined in accordance with paragraphs (i), (ii), (iii), (iv) or (v) above, then the Market Value will be deemed to be zero until such determination is made in accordance with paragraphs (i), (ii), (iii), (iv) or (v) above and if any Market Value determined in accordance with paragraph (v)(B) above, is no longer valid and the Market Value cannot be ascertained by broker-dealers or an independent recognised pricing service then the Market Value shall be deemed to be zero,

provided however that:

- (i) the purposes of this definition, "independent" shall mean: (A) that each pricing service and broker-dealer from whom a bid price is sought is independent from each of the other pricing service and broker-dealers from whom a bid price is sought and (B) each pricing service and broker dealer is not an Affiliate of the Collateral Manager and is not a CVC Capital Portfolio Company in which one or more funds managed or advised by the Collateral Manager or an Affiliate thereof holds an interest;
- (ii) where the Collateral Debt Obligation is a Non-Euro Obligation, the market value of the applicable Non-Euro Obligation shall be determined as provided above, multiplied by the Applicable Exchange Rate; and
- (iii) in respect of Discount Obligations and Swapped Non-Discount Obligations, the Market Value calculated in accordance with (vi) above shall only be valid for 30 days, after which time if the Market Value cannot be ascertained by a third party the Market Value shall be deemed to be zero.

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

"Maturity Amendment Threshold" means 30 per cent. of the Target Par Amount.

"Maturity Date" means 23 April 2030 or, if that day is not a Business Day, the next succeeding Business Day.

“Measurement Date” means:

- (i) the Effective Date;
- (ii) for the purposes of determining satisfaction of the Reinvestment Criteria, any Business Day after the Effective Date on which such criteria are required to be determined, which determination shall be made, firstly, by reference immediately prior to receipt of any Principal Proceeds which are to be reinvested without taking into account and, secondly, taking into account on a projected basis, the proposed sale of Collateral Debt Obligations and reinvestment of the Sale Proceeds thereof in Substitute Collateral Debt Obligations;
- (iii) the date of acquisition of any additional Collateral Debt Obligation following the Effective Date;
- (iv) for the purposes of determining compliance with the EU Retention Requirements or in determining whether an EU Retention Deficiency has occurred, any Business Day;
- (v) each Determination Date;
- (vi) the date as at which any Report is prepared;
- (vii) following the Effective Date, with reasonable (and not less than five Business Days’) written notice to the Issuer and the Trustee, any Business Day requested by any Rating Agency then rating any Class of Notes Outstanding.

“Mezzanine Obligation” means a mezzanine loan obligation or other comparable debt obligation, including any such loan obligation with attached warrants and any such obligation which is evidenced by an issue of notes (other than High Yield Bonds), as determined by the Collateral Manager in its reasonable judgment, or a Participation therein.

“Minimum Denomination” means:

- (i) in the case of the Regulation S Notes of each Class €100,000; and
- (ii) in the case of the Rule 144A Notes of each Class, €250,000.

“Minimum Weighted Average Spread Test” has the meaning given to it in the Collateral Management Agreement.

“Moody’s” means Moody’s Investors Service Ltd and any successor or successors thereto.

“Moody’s Caa Obligations” means all Collateral Debt Obligations, excluding Defaulted Obligations, with a Moody’s Rating of “Caa1” or lower.

“Moody’s Collateral Value” means:

- (i) for each Defaulted Obligation and Deferring Security on or after the earlier to occur of (x) the date which falls 90 days after the Collateral Debt Obligation becomes a Defaulted Obligation or Deferring Security and (y) where a Determination Date falls in the 90 day period referred to in (x), the date which falls 30 days after the Collateral Debt Obligation becomes a Defaulted Obligation or Deferring Security, the lower of:
 - (A) its prevailing Market Value; and
 - (B) the relevant Moody’s Recovery Rate,
 - (c) multiplied by its Principal Balance; or
- (ii) in the case of any other applicable Collateral Debt Obligation (including any Defaulted Obligation or Deferring Security not falling in paragraph (i) above), the relevant Moody’s Recovery Rate, or if the Moody’s Recovery Rate cannot be determined, the prevailing Market Value, in each case, multiplied by its Principal Balance.

“Moody’s Maximum Weighted Average Rating Factor Test” has the meaning given to it in the Collateral Management Agreement.

“Moody’s Minimum Diversity Test” has the meaning given to it in the Collateral Management Agreement.

“Moody’s Minimum Weighted Average Recovery Rate Test” has the meaning given to it in the Collateral Management Agreement.

“Monthly Report” means any monthly report defined as such in the Collateral Management Agreement which is prepared by the Collateral Administrator (in consultation with the Collateral Manager) on behalf of the Issuer on such dates as are set forth in the Collateral Management Agreement and made available via a secured website currently located at <https://gctinvestorreporting.bnymellon.com> (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Collateral Manager, the Hedge Counterparties, the Rating Agencies, the Liquidity Facility Provider and the Noteholders from time to time) which shall be accessible to the Issuer, the Trustee, the Collateral Manager, the Hedge Counterparties and the Rating Agencies, the Liquidity Facility Provider, and to any Noteholder by way of a unique password which, in the case of each Noteholder may be obtained from the Collateral Administrator subject to receipt by the Collateral Administrator of certification (upon which certification the Collateral Administrator may rely absolutely and without further enquiry or liability) that such holder is a holder of a beneficial interest in any Notes and which shall include information regarding the status of certain of the Collateral pursuant to the Collateral Management Agreement.

“Non-Broadly Syndicated Loans to Portfolio Companies” means loans to Obligors which are CVC Capital Portfolio Companies, provided that a loan that is syndicated to an initial lender group of greater than five shall not be counted as a loan to an Obligor which is a CVC Capital Portfolio Company unless CVC Funds in aggregate hold 20 per cent. or more of such loan.

“Non-Call Period” means the period from and including the Issue Date up to, but excluding, 23 April 2019 or, if such day is not a Business Day, then the next succeeding Business Day, unless it would fall in the following month, in which case it shall be the immediately preceding Business Day.

“Non-Eligible Issue Date Collateral Debt Obligation” means any Issue Date Collateral Debt Obligation which does not comply with the Eligibility Criteria on the Issue Date as determined by the Collateral Manager in accordance with the Collateral Management Agreement.

“Non-Emerging Market Country” means any of Austria, Belgium, Canada, the Channel Islands, Denmark, Finland, France, Germany, Iceland, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, United Kingdom or United States and any other country, which has a Moody’s local currency country risk ceiling of, at the time of acquisition of the relevant Collateral Debt Obligation, at least “Baa3” by Moody’s and the foreign currency country issuer rating of which is rated, at the time of acquisition of the relevant Collateral Debt Obligation, at least “BBB-” by S&P (provided that Rating Agency Confirmation is received in respect of any such other country which is not in the Euro zone) or any other country in respect of which, at the time of acquisition of the relevant Collateral Debt Obligation, Rating Agency Confirmation is received.

“Non-Euro Hedge Account” means each currency account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“Non-Euro Obligation” means any Collateral Debt Obligation, or part thereof, as applicable, denominated in a currency other than Euro.

“Non-Recourse Obligation” has the meaning given to it in the Collateral Management Agreement.

“Noteholders” means the several persons in whose name the Notes are registered from time to time in accordance with and subject to their terms and the terms of the Trust Deed, and “holder” (in respect of the Notes) shall be construed accordingly.

“Note Event of Default” means each of the events defined as such in Condition 10(a) (*Note Events of Default*).

“Note Payment Sequence” means the application of Interest Proceeds or Principal Proceeds, as applicable, in accordance with the relevant Priority of Payments in the following order:

- (i) firstly, to the redemption of the Class A Notes (on a pro rata and pari passu basis) at the applicable Redemption Price in whole or in part until the Class A Notes, have been fully redeemed,
- (ii) secondly, to the redemption of the Class B Notes (on a pro rata and pari passu basis) at the applicable Redemption Price in whole or in part until the Class B Notes have been fully redeemed;
- (iii) thirdly, to the redemption of the Class C Notes including any Deferred Interest thereon (on a pro rata and pari passu basis) at the applicable Redemption Price in whole or in part until the Class C Notes have been fully redeemed;
- (iv) fourthly, to the redemption of the Class D Notes including any Deferred Interest thereon (on a pro rata and pari passu basis) at the applicable Redemption Price in whole or in part until the Class D Notes have been fully redeemed;
- (v) fifthly, to the redemption of the Class E Notes including any Deferred Interest thereon (on a pro rata and pari passu basis) at the applicable Redemption Price in whole or in part until the Class E Notes have been fully redeemed; and
- (vi) sixthly, to the redemption of the Class F Notes including any Deferred Interest thereon (on a pro rata and pari passu basis) at the applicable Redemption Price in whole or in part until the Class F Notes have been fully redeemed,

provided that, for the purposes of any redemption of the Notes in accordance with the Note Payment Sequence following breach of any Coverage Test, the Note Payment Sequence shall terminate immediately after the paragraph above that refers to the Class of Notes to which such Coverage Test relates.

“Note Tax Event” means, at any time:

- (i) the introduction of a new, or any change in, any home jurisdiction or foreign tax statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final) which results in (or would on the next Payment Date result in) any payment of principal or interest on the Notes and/or the Subordinated Notes becoming properly subject to any withholding tax other than:
 - (A) a payment in respect of Deferred Interest becoming properly subject to any withholding or deduction for or on account of tax;
 - (B) withholding tax in respect of FATCA;
 - (C) withholding tax which arises by reason of the failure by the relevant Noteholder or beneficial owner to comply with any Transaction Document which sets out applicable procedures required to establish non-residence or other similar claim for exemption from such tax or to provide information concerning nationality, residency or connection with Ireland, the United States or other applicable taxing authority; or
 - (D) U.S. federal backup withholding tax;
- (ii) UK or U.S. federal, state or local or any other governmental tax authorities outside of Ireland impose net income, profits, diverted profits or similar tax upon the Issuer in an amount in excess of €1,000 per annum (other than any U.S. federal state or local income or franchise tax imposed solely with respect to an equity security or “United States real property interest” (as defined for U.S. federal income tax purposes) received in an Offer); or
- (iii) the Issuer is liable to pay net income, profits, diverted profits or similar tax in Ireland (other than Irish corporate income tax in relation to the Issuer Profit Amount) in an amount in excess of €1,000 per annum.

“Note Purchase Agreement” means the purchase agreement relating to the Retention Notes and the Class M-2 Subordinated Notes dated as of 23 March 2017 between the Issuer, CVC Credit Partners Global CLO Management Limited and the Retention Holder.

“Obligor” means, in respect of a Collateral Debt Obligation, the borrower thereunder or issuer thereof or, in either case, the guarantor thereof (as determined by the Collateral Manager on behalf of the Issuer).

“Offer” means, with respect to any Collateral Debt Obligation, (a) any offer by the Obligor under such obligation or by any other Person made to all of the creditors of such Obligor in relation to such obligation to purchase or otherwise acquire such obligation (other than pursuant to any redemption in accordance with the terms of the related Underlying Instruments) or to convert or exchange such obligation into or for cash, securities or any other type of consideration 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.

“Ongoing Expense Excess Amount” means, on any Payment Date, an amount equal to the amount by which, (i) the sum of the Senior Expenses Cap and the Balance of the Expense Reserve Account as of the immediately preceding Determination Date, exceeds (ii) the sum of (without duplication) (x) all amounts paid pursuant to paragraphs (B) and (C) of Condition 3(c)(i) (*Application of Interest Proceeds*) on such Payment Date plus (y) all Trustee Fees and Expenses and Administrative Expenses paid during the related Due Period.

“Ongoing Expense Reserve Amount” means, on any Payment Date, an amount equal to the lesser of (i) the Ongoing Expense Reserve Ceiling and (ii) the Ongoing Expense Excess Amount, each as at such Payment Date.

“Ongoing Expense Reserve Ceiling” means, on any Payment Date, the excess, if any, of €150,000 over the amount then on deposit in the Expense Reserve Account without giving effect to any deposit thereto on such Payment Date pursuant to paragraph (D) of Condition 3(c)(i) (*Application of Interest Proceeds*).

“Optional Redemption” means a redemption pursuant to and in accordance with Condition 7(b) (*Optional Redemption*).

“Ordinary Resolution” means an ordinary resolution as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

“Other Plan Law” means any federal, state, local or non-U.S. law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

“Outstanding” means in relation to the Notes of a Class as of any date of determination, all of the Notes of such Class issued, as further defined in the Trust Deed.

“Par Value Ratio” means the Class A/B Par Value Ratio, the Class C Par Value Ratio, the Class D Par Value Ratio or the Class E Par Value Ratio (as applicable) and the Class F Par Value Ratio.

“Par Value Test” means the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test or the Class E Par Value Test (as applicable).

“Partial PIK Obligation” means any Collateral Debt Obligation with respect to which under the related underlying instruments (i) a portion of the interest due thereon is required to be paid in cash on each payment date therefor and is not permitted to be deferred or capitalised (which portion will at least be equal to EURIBOR or the applicable index with respect to which interest on such Collateral Debt Obligation is calculated plus, in the case of any Restructured Obligation, 1.5 per cent. (or, in the case of a Fixed Rate Collateral Debt Obligation, at least equal to the forward swap rate for a designated maturity equal to the scheduled maturity of such Collateral Debt Obligation plus, in the case of any Restructured Obligation, 1.5 per cent.)) and (ii) the issuer thereof or obligor thereon may defer or capitalise the remaining portion of the interest due thereon.

“Participation” means an interest in a Collateral Debt Obligation taken indirectly by the Issuer by way of sub-participation from a Selling Institution which shall include, for the purposes of the Bivariate Risk Table set forth in the Collateral Management Agreement, Intermediary Obligations.

“Participation Agreement” means an agreement between the Issuer and a Selling Institution in relation to the purchase by the Issuer of a Participation.

“Partial Redemption Date” means each date specified for a partial redemption of the Rated Notes of one or more Classes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders*) or, if such day is not a Business Day, the next following Business Day.

“Partial Redemption Interest Proceeds” means as of any Partial Redemption Date, Interest Proceeds in an amount equal to (x) the lesser of (a) the amount of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed and (b) the amount the Collateral Manager reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed on the next subsequent Payment Date (or in the case of a Partial Redemption Date that is occurring on a Payment Date, on such date) if such Notes had not been refinanced or redeemed plus (y) if the Partial Redemption Date is not otherwise a Payment Date, an amount equal to the amount the Collateral Manager reasonably determines would have been available for distribution under the Interest Proceeds Priority of Payments for the payment of Trustee Fees and Expenses and Administrative Expenses in each case to the extent incurred in connection with the related Optional Redemption in part on the next subsequent Payment Date.

“Partial Redemption Priority of Payments” means the priority of payments in respect of Refinancing Proceeds and Partial Redemption Interest Proceeds set out in Condition 3(k) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).

“Paying Agent” means each of the Principal Paying Agent and any additional or further paying agent appointed under the Agency Agreement.

“Payment Account” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“Payment Date” means:

- (a) 23 January, 23 April, 23 July and 23 October at any time prior to the occurrence of a Frequency Switch Event; and
- (b) 23 January and 23 July (where the Payment Date immediately prior to the occurrence of a Frequency Switch Event falls in either January or July) or 23 April and 23 October (where the Payment Date immediately prior to the occurrence of a Frequency Switch Event falls in either April or October), following the occurrence of a Frequency Switch Event,

in each year commencing on 23 October 2017, up to and including the Maturity Date and any Redemption Date in respect of the redemption of each Class of Rated Notes in whole, provided that if any Payment Date would otherwise fall on a day which is not a Business Day, it shall be postponed to the next day that is a Business Day (unless it would thereby fall in the following month, in which case it shall be brought forward to the immediately preceding Business Day).

“Payment Date Report” means the report defined as such in the Collateral Management Agreement which is prepared by the Collateral Administrator (in consultation with the Collateral Manager) on behalf of the Issuer and made available via a secured website currently located at <https://gctinvestorreporting.bnymellon.com> (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Collateral Manager, the Hedge Counterparties, the Rating Agencies and the Noteholders from time to time) which shall be accessible to the Issuer, the Trustee, the Collateral Manager, the Hedge Counterparties, the Placement Agent, the Registrar, each Hedge Counterparty, the Liquidity Facility Provider, any Noteholder and the Rating Agencies by way of a unique password which, in the case of each Noteholder, may be obtained from the Collateral Administrator subject to receipt by the Collateral Administrator of certification (upon which certification the Collateral Administrator may rely absolutely and without further enquiry or liability) that such holder is a holder of a beneficial interest in any Notes, not later than the Business Day preceding the related Payment Date.

“Permitted Use” means, with respect to: (a) any Contribution received into the Contributions Account; or (b) proceeds from the issue of additional Subordinated Notes in accordance with Condition 17 (*Additional Issuance*), any of the following uses: (i) the transfer of the applicable portion of such amount to the Interest Account for application as Interest Proceeds; (ii) the transfer of the application portion of such amount to the Principal Account for application as Principal Proceeds; (iii) the repurchase of Rated Notes of any Class in accordance with Condition 7(k) (*Purchase*) (in each case, subject to applicable law); and (iv) subject to the limitations in the Transaction Documents with respect to Margin Stock, the purchase of one or more Collateral Enhancement Debt Obligations, in each case subject to the limitations set forth in the Transaction Documents.

“Person” means an individual, corporation (including a business trust), partnership, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated association or government or any agency or political subdivision thereof.

“PIK Obligation” means any Collateral Debt Obligation (other than a Partial PIK Obligation) which is a security (or other debt obligation), the terms of which permit the deferral of the payment of interest thereon, including without limitation by way of capitalising interest thereon provided that, for the avoidance of doubt, Mezzanine Obligations shall not constitute PIK Obligations.

“Placement Agency Agreement” means the placement agency agreement between the Issuer and the Placement Agent dated on or about 23 March 2017.

“Portfolio” means the Collateral Debt Obligations, Collateral Enhancement Debt Obligations, Exchanged Security, Eligible Investments and other similar obligations or securities held by or on behalf of the Issuer from time to time.

“Portfolio Profile Tests” means the Portfolio Profile Tests each as defined in the Collateral Management Agreement.

“Post-Acceleration Priority of Payments” means the priority of payments set out in Condition 11 (*Enforcement*).

“Presentation Date” means a day which (subject to Condition 12 (*Prescription*)):

- (i) is a Business Day;
- (ii) is or falls after the relevant due date or, if the due date is not or was not a Business Day in the place of presentation, is or falls after the next following Business Day which is a Business Day in the place of presentation; and
- (iii) is a Business Day in which the account specified by the payee is open.

“Primary Market” means, in respect of a Collateral Debt Obligation, the Issuer (or the Collateral Manager on the Issuer’s behalf) entered into a binding commitment to purchase such Collateral Debt Obligation within six months of the date of issue of such Collateral Debt Obligation and in the case of a Collateral Debt Obligation which is a Restructured Obligation, within six months of the relevant Restructuring Date.

“Principal Account” means the account described as such in the name of the Issuer held with the Custodian in the United Kingdom and in any event outside Ireland.

“Principal Amount Outstanding” means in relation to any Class of Notes and at any time, the aggregate principal amount outstanding under such Class of Notes at that time, which, in the case of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class M-2 Subordinated Notes, shall include Deferred Interest which has been capitalised pursuant to Condition 6(c) (*Deferral of Interest*) save that Deferred Interest shall not be included for the purposes of determining voting rights or the right to give directions or instructions attributable to the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class M-2 Subordinated Notes, as applicable, and the applicable quorum at any meeting of the Noteholders pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

“Principal Balance” means, with respect to any Collateral Debt Obligation, Eligible Investment, Collateral Enhancement Debt Obligation or Exchanged Security, as of any date of determination, the outstanding principal

amount thereof (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation), provided however that:

- (i) the Principal Balance of any Revolving Obligation and Delayed Drawdown Collateral Debt Obligation as of any date of determination, shall be the outstanding principal amount of such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, plus any undrawn commitments that have not been irrevocably cancelled with respect to such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation;
- (ii) the Principal Balance of each Exchanged Security and each Collateral Enhancement Debt Obligation, shall be deemed to be zero;
- (iii) the Principal Balance of any Non-Euro Obligation shall be:
 - (A) in the case of an Asset Swap Obligation, the Euro notional amount of the Asset Swap Transaction entered into in respect thereof; or
 - (B) in the case of an Unhedged Collateral Debt Obligation:
 - (1) if such Unhedged Collateral Debt Obligation was purchased on the Primary Market, is denominated in a Qualifying Unhedged Obligation Currency and has been an Unhedged Collateral Debt Obligation for less than 90 calendar days since the settlement date thereof, the product of (i) prior to the settlement date, 100 per cent. or after the settlement date, 50 per cent. of the principal amount of such Unhedged Collateral Debt Obligation and (ii) the Applicable Exchange Rate; and
 - (2) in respect of any other Unhedged Collateral Debt Obligation, zero;
 - (C) provided that, in respect of clause (iii)(B)(1) above,
 - (1) if the Unhedged Aggregate Principal Balance is greater than 2.5 per cent. of the Aggregate Collateral Balance, the Principal Balance of all Unhedged Collateral Debt Obligations calculated in accordance with (iii)(B)(1) above shall be multiplied by 2.5 per cent. of the Aggregate Collateral Balance and divided by the Unhedged Aggregate Principal Balance; and
 - (2) the Principal Balance of each Unhedged Collateral Debt Obligation shall be deemed to be zero if (after giving effect to the purchase of any unsettled Unhedged Collateral Debt Obligation and calculating the principal balance thereof in accordance with the provisions of the Principal Balance for Unhedged Collateral Debt Obligations) the Aggregate Collateral Balance is lower than the Reinvestment Target Par Amount;
- (iv) the Principal Balance of any cash shall be the amount of such cash, provided that if such cash amount is in a currency other than Euro, the cash amount shall be the amount in Euro calculated by reference to the Applicable Exchange Rate; and
- (v) if in respect of any Corporate Rescue Loan either (A) (x) no Moody's Rating is available or (y) no credit estimate assigned to it by Moody's, in each case, within 90 days following the Issuer entering into a binding commitment to acquire such Corporate Rescue Loan, then the Principal Balance of such Corporate Rescue Loan shall be its Moody's Collateral Value unless and until a Moody's Rating or credit estimate is available or assigned by Moody's or (B) (x) no S&P Rating is available or (y) no credit estimate assigned to it by S&P, in each case, within 90 days following the Issuer entering into a binding commitment to acquire such Corporate Rescue Loan, then the Principal Balance of such Corporate Rescue Loan shall be zero unless and until an S&P Issuer Credit Rating or credit estimate is available or assigned by S&P, provided that if both paragraphs (A) and (B) apply then the Principal Balance of such Corporate Rescue Loan shall be the lower of the two; and

- (vi) so long as S&P is rating any securities, in respect of a Collateral Debt Obligation: (i) the S&P Rating of which has been determined pursuant to paragraph (e)(ii) of the definition of S&P Rating for a consecutive period of ninety calendar days during which S&P has not provided a credit estimate in respect of such Collateral Debt Obligation; and (ii) that has not had a public rating by S&P withdrawn or suspended within six months prior to the date of application for a credit estimate in respect of such Collateral Debt Obligation, following the earlier of (x) S&P notifying the Collateral Manager that no credit estimate will be provided for such Collateral Debt Obligation after the expiry of the ninety calendar day period during which S&P has not provided a credit estimate and (y) the expiry of a period of six months during which the S&P Rating of such Collateral Debt Obligation has been continuously determined in accordance with paragraph (e)(ii) of the S&P Rating definition without a credit estimate having been assigned to it during such period, the Principal Balance of such Collateral Debt Obligation shall be zero, unless S&P has agreed to extend such period, and until an S&P Rating can be determined in respect of such Collateral Debt Obligation pursuant to paragraphs (a), (b) or (e)(i) of the definition of S&P Rating, a credit estimate being assigned by S&P in respect of such Collateral Debt Obligation or such other treatment being applied to such Collateral Debt Obligation as may be advised by S&P.

“Principal Proceeds” means all amounts paid or payable into the Principal Account from time to time and, with respect to any Payment Date, means Principal Proceeds received or receivable by the Issuer during the related Due Period and any other amounts to be disbursed as Principal Proceeds on such Payment Date pursuant to Condition 3(c)(ii) (*Application of Principal Proceeds*) or Condition 11(b) (*Enforcement*).

“Principal Proceeds Priority of Payments” means the priority of payments in respect of Principal Proceeds set out in Condition 3(c)(i) (*Application of Interest Proceeds*).

“Priorities of Payments” means:

- (i) save for (i) in connection with any optional redemption of the Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*), (ii) in connection with a redemption in whole pursuant to Condition 7(g) (*Redemption following Note Tax Event*) or (iii) following the acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*), which, if such acceleration is by way of the delivery of an Acceleration Notice (actual or deemed), such Acceleration Notice has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), in the case of Interest Proceeds, the Interest Proceeds Priority of Payments and in the case of Principal Proceeds, the Principal Proceeds Priority of Payments;
- (ii) in the event of any optional redemption of the Notes in whole but not in part pursuant to Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*) or following the acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*), which, if such acceleration is by way of the delivery of an Acceleration Notice (actual or deemed), such Acceleration Notice has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), the Post-Acceleration Priority of Payments; and
- (iii) in connection with any optional redemption of the Notes in part but not in whole pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders*) and the Refinancing Proceeds and Partial Redemption Interest Proceeds in relation thereto, the Partial Redemption Priority of Payments.

“Project Finance Loan” means a loan obligation under which the obligor is obliged to make payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of payments) on revenues arising from infrastructure assets, including, without limitation:

- (i) the sale of products, such as electricity, water, gas or oil, generated by one or more infrastructure assets in the utility industry by a special purpose entity; and
- (ii) fees charged in respect of one or more highways, bridges, tunnels, pipelines or other infrastructure assets by a special purpose entity, and

in each case, the sole activity of such special purpose entity is the ownership and/or management of such asset or assets and the acquisition and/or development of such asset by the special purpose entity was effected primarily with the proceeds of debt financing made available to it on a limited recourse basis.

“Purchased Accrued Interest” means, with respect to any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was either (a) purchased at the time of the acquisition thereof with Principal Proceeds and/or amounts paid out of the Unused Proceeds Account or (b) accrued prior to the Issue Date.

“QIB” means a Person who is a “qualified institutional buyer” as defined in Rule 144A.

“QIB/QP” means a Person who is both a QIB and a QP.

“Qualified Purchaser” and **“QP”** mean a Person who is a “qualified purchaser” as defined in Section 2(a)(51)(A) of the Investment Company Act.

“Qualifying Country” means each of Austria, Belgium, Bermuda, Canada, Denmark, Finland, France, Germany, Ireland, Italy, Liechtenstein, Luxembourg, Ireland, Norway, Portugal, Spain, Sweden, Switzerland, the United States or the United Kingdom having a foreign currency issuer credit rating, at the time of acquisition of the relevant Eligible Investment, of at least “Aa3” by Moody’s and at least “BBB-” by S&P or any other country which has been approved, at the time of acquisition of the relevant Eligible Investment, as a Qualifying Country by the Rating Agencies in writing.

“Qualifying Currency” means Euro, Sterling, U.S. Dollars, Czech Koruna, Danish Krone, Norwegian Krone, Swedish Krona, Canadian Dollars, Australian Dollars, New Zealand Dollars, Swiss Francs, Japanese Yen, Polish Zloty or any other currency in respect of which Rating Agency Confirmation has been received.

“Qualifying Unhedged Obligation Currency” means Sterling, U.S. Dollars, Danish Krone, Norwegian Krone, Swedish Krona, Swiss Francs.

“Rating Agencies” means S&P and Moody’s, provided that if at any time S&P and/or Moody’s ceases to provide rating services, **“Rating Agencies”** shall mean any other nationally recognised investment rating agency or rating agencies (as applicable) selected by the Issuer (a **“Replacement Rating Agency”**) and **“Rating Agency”** means any such rating agency. In the event that at any time a Rating Agency is replaced by a Replacement Rating Agency, references to rating categories of the original Rating Agency in these Conditions, the Trust Deed and the Collateral Management Agreement shall be deemed instead to be references to the equivalent categories of the relevant Replacement Rating Agency as of the most recent date on which such other rating agency published ratings for the type of security in respect of which such Replacement Rating Agency is used and all references herein to **“Rating Agencies”** shall be construed accordingly. Any rating agency shall cease to be a Rating Agency if, at any time, it ceases to assign a rating in respect of any Class of Rated Notes.

“Rating Agency Confirmation” means, with respect to any specified action, determination or appointment, receipt by the Issuer and/or the Trustee of written confirmation (which may take the form of a bulletin, press release, email or other written communication) by each Rating Agency which has, as at the relevant date assigned ratings to any Class of the Rated Notes that are Outstanding (or, if applicable, the Rating Agency specified in respect of any such action or determination, provided that such Rating Agency has, as at the relevant date assigned ratings to any Class of the Rated Notes) that such specified action, determination or appointment will not result in the reduction or withdrawal of any of the ratings currently assigned to the Rated Notes by such Rating Agency. Notwithstanding anything to the contrary in any Transaction Document and these Conditions, no Rating Agency Confirmation shall be required from a Rating Agency in respect of any action or determination if such Rating Agency has declined a request from the Trustee, the Collateral Manager or the Issuer to review the effect of such action, determination or appointment or if such Rating Agency announces or confirms in writing to the Trustee, the Collateral Manager or the Issuer that Rating Agency Confirmation from such Rating Agency is not required, or that

its practice is to not give such confirmations for such type of action, determination or appointment or such Rating Agency has ceased to engage in the business of providing ratings or has made a public statement to the effect that it will no longer review events or circumstances of the type requiring Rating Agency Confirmation under any Transaction Documents or these Conditions for purposes of evaluating whether to confirm the then-current ratings (or initial ratings) of obligations rated by such Rating Agency.

“Rating Confirmation Plan” means a plan provided by the Collateral Manager (acting on behalf of the Issuer) to the Rating Agencies setting forth the intended timing and manner of acquisition of additional Collateral Debt Obligations and/or any other intended action which will cause confirmation of the Initial Ratings, pursuant to and in accordance with the Collateral Management Agreement.

“Rating Requirement” means:

- (i) in the case of the Account Bank:
 - (A) a long-term issuer default rating of at least “A” and a short-term issuer default rating of at least “A-1” by S&P, or if it does not have such short-term rating, a long-term rating of at least “A+” by S&P; and
 - (B) a long-term senior unsecured issuer credit rating of at least “A3” and a short-term issuer default rating of at least “P-1” by Moody’s; and
- (ii) in the case of the Custodian or any Delegate:
 - (A) a long-term issuer default rating of at least “A” and a short-term issuer default rating of at least “A-1” by S&P, or if it does not have such short-term rating, a long-term rating of at least “A+” by S&P; and
 - (B) a long-term senior unsecured issuer credit rating of at least “A3” by Moody’s;
- (iii) in the case of any Hedge Counterparty, the ratings requirement(s) as set out in the relevant Hedge Agreement; and
- (iv) in the case of a Selling Institution with regards to a Participation only, a counterparty which satisfies the ratings set out in the Bivariate Risk Table; or

in each case, (x) such other rating or ratings as may be agreed by the relevant Rating Agency as would maintain the then rating of the Rated Notes, and (y) if any of the requirements are not satisfied, by any of the parties referred to herein, Rating Agency Confirmation from the relevant Rating Agency is received in respect of such party.

“Recalcitrant Noteholder” means a Noteholder (which may include a nominee or beneficial owner of a Note for these purposes) who does not comply with the Issuer’s request for information or a waiver of law prohibiting disclosure of such information to a taxing authority to enable the Issuer to achieve Tax Account Reporting Rules Compliance.

“Receiver” has the meaning given thereto in Condition 10(a)(vi) (*Insolvency Proceedings*).

“Record Date” means:

- (a) in respect of Notes represented by a Definitive Certificate, the fifteenth day before the relevant due date for payment of principal and interest in respect of such Note; and
- (b) in respect of Notes represented by a Global Certificate, the close of business on the Clearing System business day before the relevant due date for payment of principal and interest in respect of such Note.

“Redemption Date” means each date specified for a redemption of the Notes of a Class pursuant to Condition 7 (*Redemption and Purchase*) or, if such day is not a Business Day, the next following Business Day or the date on which the Notes of such Class are accelerated pursuant to Condition 10(a) (*Note Events of Default*).

“Redemption Determination Date” has the meaning given thereto in Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*).

“Redemption Notice” means a redemption notice in the form available from any of the Transfer Agents which has been duly completed by a Noteholder and which specifies, amongst other things, the applicable Redemption Date.

“Redemption Price” means, when used with respect to:

- (i) any Subordinated Note, such Subordinated Note’s pro rata share (calculated in accordance with paragraph (EE) of Condition 3(c)(i) (*Application of Interest Proceeds*), paragraph (S) of Condition 3(c)(ii) (*Application of Principal Proceeds*) and paragraph (AA) of the Post-Acceleration Priority of Payments of the aggregate proceeds of liquidation of the Collateral, or realisation of the security thereover in such circumstances, remaining following application thereof in accordance with the Priorities of Payments together with, in the case of any Class M-2 Subordinated Note, any accrued and unpaid interest and any Deferred Interest in respect thereof to the relevant day of redemption; and
- (ii) any Class A Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note, 100 per cent. of the Principal Amount Outstanding thereof (if any), together with any accrued and unpaid interest in respect thereof to the relevant day of redemption and in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, any Deferred Interest and any interest accrued thereon,

provided that, in each case, the Redemption Price for a Class may be such lower amount as may be agreed by the Noteholders of such affected Class acting by way of a Unanimous Resolution.

“Redemption Threshold Amount” means the aggregate of all amounts which would be due and payable on redemption of the Rated Notes on the scheduled Redemption Date pursuant to Condition 11(b) (*Enforcement*) which rank in priority to payments in respect of the Subordinated Notes in accordance with the Post-Acceleration Priority of Payments.

“Reference Banks” has the meaning given thereto in paragraph (B) of Condition 6(e)(i) (*Floating Rate of Interest*).

“Refinancing” has the meaning given to it in Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

“Refinancing Costs” means the fees, costs, charges and expenses incurred by or on behalf of the Issuer in respect of a Refinancing, provided that such fees, costs, charges and expenses have been incurred as a direct result of a Refinancing, as determined by the Collateral Manager.

“Refinancing Proceeds” means the cash proceeds from a Refinancing.

“Register” means the register of holders of the legal title to the Notes kept by the Registrar pursuant to the terms of the Agency Agreement.

“Regulation S” means Regulation S under the Securities Act.

“Regulation S Notes” means the Notes offered for sale to non-U.S. Persons in offshore transactions outside of the United States in reliance on Regulation S.

“Reinvestment Criteria” has the meaning given to it in the Collateral Management Agreement.

“Reinvestment Period” means the period from and including the Issue Date up to and including the earliest of: (i) 23 April 2021 or, if such day is not a Business Day, then the next succeeding Business Day, unless it would fall in the following month, in which case it shall be the immediately preceding Business Day; (ii) the date of the acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*) (provided that, if such acceleration is by way of delivery of an Acceleration Notice (actual or deemed), such Acceleration Notice has not been rescinded or annulled in accordance with Condition 10(c) (*Curing of Default*); and (iii) the date on which the Collateral Manager reasonably believes and certifies to the Issuer, the Collateral Administrator, the Rating Agencies and the

Trustee that it can no longer reinvest in additional Collateral Debt Obligations in accordance with the Reinvestment Criteria.

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

“Replacement Asset Swap Transaction” means any Asset Swap Transaction entered into by the Issuer, or the Collateral Manager on its behalf, in accordance with the provisions of the Collateral Management Agreement upon termination of an existing Asset Swap Transaction on substantially the same terms as such terminated Asset Swap Transaction, that preserves for the Issuer the economic effect of the terminated Asset Swap Transaction, subject to such amendments thereto as may be agreed by the Collateral Manager, acting on behalf of the Issuer.

“Replacement Interest Rate Hedge Transaction” means any Interest Rate Hedge Transaction entered into by the Issuer, or the Collateral Manager on its behalf, in accordance with the provisions of the Collateral Management Agreement upon termination of an existing Interest Rate Hedge Transaction on substantially the same terms as such terminated Interest Rate Hedge Transaction, that preserves for the Issuer the economic effect of the terminated Interest Rate Hedge Transaction, subject to such amendments thereto as may be agreed by the Collateral Manager, acting on behalf of the Issuer.

“Replacement Liquidity Facility” means a replacement liquidity facility granted pursuant to a liquidity facility agreement in, or substantially in, the same form as the Liquidity Facility Agreement entered into at any time following the Liquidity Facility Commitment Period End Date between, amongst others, the Issuer, the Collateral Manager and a liquidity facility provider.

“Report” means each Monthly Report and Payment Date Report.

“Reporting Delegate” means a Hedge Counterparty or third party that undertakes to provide delegated reporting in connection with certain derivative transaction reporting obligations of the Issuer.

“Reporting Delegation Agreement” means an agreement in a form approved by the Rating Agencies for the delegation by the Issuer of certain derivative transaction reporting obligations to one or more Reporting Delegates.

“Resolution” means any Ordinary Resolution, Extraordinary Resolution or Unanimous Resolution, as the context may require.

“Restricted Trading Period” means the period during which: (a) the S&P Rating or the Moody’s Rating of the Class A Notes is withdrawn (and not reinstated) or is one or more sub-categories below its rating on the Issue Date; or (b) the S&P Rating or the Moody’s Rating of the Rated Notes (other than the Class A Notes or the Class F Notes) is withdrawn (and not reinstated) or is two or more sub-categories below its rating on the Issue Date; provided that in each case that such period shall not constitute a Restricted Trading Period if the relevant Class(es) of Notes are no longer outstanding; provided that such period (1) will not be a Restricted Trading Period if (a) the Aggregate Principal Balance of all Collateral Debt Obligations and Eligible Investments representing Principal Proceeds is at least equal to the Reinvestment Target Par Amount, (b) each Collateral Quality Test is satisfied and (c) each of the Coverage Tests is satisfied; (2) such period will not be a Restricted Trading Period (so long as such Moody’s Rating or S&P Rating, as applicable, has not been further downgraded, withdrawn or put on watch for potential downgrade) upon the direction of the Issuer with the consent of the Controlling Class acting by way of an Ordinary Resolution, which direction shall remain in effect until the earlier of (i) a further downgrade or withdrawal of such Moody’s Rating or S&P Rating, as applicable, that, disregarding such direction, would cause the conditions set forth above to be true and (ii) a subsequent direction to the Issuer (with a copy to the Trustee and the Collateral Administrator) by the Controlling Class acting by way of Ordinary Resolution declaring the beginning of a Restricted Trading Period; and (3) no Restricted Trading Period will restrict any sale of a Collateral Debt Obligation entered into by the Issuer at a time when a Restricted Trading Period was not in effect, regardless of whether such sale has settled.

“Restructured Obligation” means a Collateral Debt Obligation which has been restructured (whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an extension of its maturity) or by way of substitution of new obligations and/or change of the Obligor) and which satisfies the Restructured Obligation Criteria as at its applicable Restructuring Date provided that the failure of a Restructured Obligation to satisfy the Restructured Obligation Criteria at any time after the applicable Restructuring Date shall not cause such obligation to cease to constitute a Restructured Obligation unless it is subsequently restructured again, in which case such obligation shall constitute a Restructured Obligation provided it satisfies the Restructured Obligation Criteria as at its subsequent Restructuring Date.

“Restructured Obligation Criteria” means the restructured obligation criteria specified in the Collateral Management Agreement which are required to be satisfied in respect of each Restructured Obligation at the applicable Restructuring Date.

“Restructured Obligation Excess” means an amount equal to the excess, if any, of the cumulative Aggregate Principal Balance of all Restructured Obligations that have become Restructured Obligations while being held by the Issuer on or after the Issue Date (for the avoidance of doubt, whether or not each such Restructured Obligation is currently held by the Issuer) over 30 per cent. of the Target Par Amount.

“Restructuring Date” means the date a restructuring of a Collateral Debt Obligation becomes binding on the holders thereof provided if an obligation satisfies the Restructured Obligation Criteria at a later date, such later date shall be deemed to be the Restructuring Date for the purposes of determining whether such obligation shall constitute a Restructured Obligation.

“Retention Holder” means CVC Credit Partners European CLO Management LLP (Jersey Branch) in its capacity as retention holder and any successor, assign or transferee to the extent permitted under, the EU Retention Letter and the Retention Requirements and notified in writing to the Trustee, the Collateral Administrator and the Issuer.

“Retention Notes” means, collectively, the EU Retention Notes and the U.S. Retained Interest.

“Retention Requirements” means, collectively, the EU Retention Requirements and the U.S. Retention Requirements. For the avoidance of doubt, the Retention Notes held by the Retention Holder for purposes of the EU Retention Requirements shall count towards and be applied to satisfy the U.S. Retention Requirements, and the Retention Notes held by the Retention Holder for purposes of the U.S. Retention Requirements shall count towards and be applied to satisfy the EU Retention Requirements.

“Revolving Obligation” means any Collateral Debt Obligation (other than a Delayed Drawdown Collateral Debt Obligation) that is a loan (including, without limitation, revolving loans, funded and unfunded portions of revolving credit lines and letter of credit facilities, unfunded commitments under specific facilities and other similar loans and investments) that pursuant to the terms of its Underlying Instruments may require one or more future advances to be made to the borrower by the Issuer; but any such Collateral Debt Obligation will be a Revolving Obligation only until all commitments to make advances to the borrower expire or are terminated or reduced to zero.

“Rule 144A” means Rule 144A under the Securities Act.

“Rule 144A Notes” means Notes offered for sale within the United States or to U.S. Persons in reliance on Rule 144A.

“Rule 17g-5” means Rule 17g-5 under the Exchange Act as may be amended or replaced.

“S&P” means S&P Global Ratings, a division of Standard & Poor’s Credit Market Services Europe Limited.

“S&P CCC Obligations” means all Collateral Debt Obligations, excluding Defaulted Obligations, with an S&P Rating of “CCC+” or lower.

“S&P CDO Input Files” has the meaning given to it in the Collateral Management Agreement.

“S&P CDO Monitor Test” has the meaning given to it in the Collateral Management Agreement.

“S&P Collateral Value” means:

- (i) for each Defaulted Obligation and Deferring Security the lower of:
 - (A) its prevailing Market Value; and
 - (B) the relevant S&P Recovery Rate,
multiplied by its Principal Balance; or
- (ii) in the case of any other applicable Collateral Debt Obligation of the relevant S&P Recovery Rate multiplied by its Principal Balance.

“S&P Issuer Credit Rating” has the meaning given to it in the Collateral Management Agreement.

“S&P Minimum Weighted Average Recovery Rate Test” has the meaning given to it in the Collateral Management Agreement.

“S&P Rating” has the meaning given to it in the Collateral Management Agreement.

“S&P Recovery Rate” means, in respect of each Collateral Debt Obligation, the recovery rate determined in accordance with the Collateral Management Agreement or as so advised by S&P.

“S&P Test Matrix” has the meaning given to it in the Collateral Management Agreement.

“Sale Proceeds” means:

- (i) all proceeds received upon the sale of any Collateral Debt Obligation (save for any Asset Swap Obligation), including proceeds received upon the sale of any Unhedged Collateral Debt Obligation converted into Euro at the Applicable Exchange Rate, but excluding any sale proceeds representing accrued interest designated as Interest Proceeds, by the Collateral Manager provided that no such designation may be made in respect of: (1) Purchased Accrued Interest; or (2) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts; or (3) proceeds that represent deferred interest accrued in respect of any PIK Obligation; or (4) proceeds representing accrued interest received in respect of any Defaulted Obligation unless and until (x) such amounts represent Defaulted Obligation Excess Amounts and (y) any Purchased Accrued Interest in relation to such Defaulted Obligation has been paid, together with all proceeds received upon the sale of any Collateral Enhancement Debt Obligation or Exchanged Security;
- (ii) in the case of any Asset Swap Obligation, all amounts in Euro (or other currencies if applicable) payable to the Issuer by the applicable Asset Swap Counterparty in exchange for payment by the Issuer of the sale proceeds of any Collateral Debt Obligation as described in paragraph (i) above but amended to apply to such Asset Swap Obligation, under the related Asset Swap Transaction (after netting against any Asset Swap Termination Payment (determined without regard to the exclusions of unpaid amounts and Asset Swap Issuer Principal Exchange Amounts set forth in the definition thereof) payable by the Issuer in such circumstances); and
- (iii) in the case of any Collateral Enhancement Debt Obligation, all proceeds and any fees received upon the sale of such Collateral Enhancement Debt Obligation,

in each case net of any amounts expended by or payable by the Issuer or the Collateral Administrator (on behalf of the Issuer) in connection with sale, disposition or termination of such Collateral Debt Obligation.

“Sanctioned Country” means any country or other territory subject to a general export, import, financial or investment embargo under any Sanctions, which, as of the date of this Deed, include Cuba, Iran, North Korea, Sudan and Syria.

“Sanctions” means economic or financial sanctions, trade embargoes or other comprehensive prohibitions against transaction activity pursuant to anti-terrorism laws or export control laws imposed, administered or enforced from time to time by any Sanctions Authority.

“Sanctions Authority” means (i) the United States, (ii) the United Nations Security Council, (iii) the European Union, (iv) the United Kingdom or (v) the respective governmental institutions of any of the foregoing including, without limitation, Her Majesty’s Treasury, the Office of Foreign Assets Control of the US Department of the Treasury, the US Department of Commerce, the US Department of State and any other agency of the US government.

“Sanctions List” means any of the lists of specifically designated nationals or designated or sanctioned individuals or entities (or equivalent) issued by any Sanctions Authority, each as amended, supplemented or substituted from time to time.

“Scheduled Periodic Asset Swap Counterparty Payment” means, with respect to any Asset Swap Transaction, the periodic amounts in the nature of coupon (and not principal) scheduled to be paid to the Issuer by the applicable Asset Swap Counterparty pursuant to the terms of such Asset Swap Transaction, excluding any Asset Swap Termination Receipts, any Asset Swap Replacement Receipts and any Asset Swap Counterparty Principal Exchange Amounts.

“Scheduled Periodic Asset Swap Issuer Payment” means, with respect to any Asset Swap Transaction, the periodic amounts in the nature of coupon (and not principal) scheduled to be paid to the applicable Asset Swap Counterparty by the Issuer pursuant to the terms of such Asset Swap Transaction, excluding any Asset Swap Termination Payments, any Asset Swap Replacement Payments and any Asset Swap Issuer Principal Exchange Amounts.

“Scheduled Periodic Interest Rate Hedge Counterparty Payment” means, with respect to any Interest Rate Hedge Agreement, all amounts scheduled to be paid by the Interest Rate Hedge Counterparty to the Issuer pursuant to the terms of such Interest Rate Hedge Agreement, excluding any Interest Rate Hedge Termination Receipt.

“Scheduled Periodic Interest Rate Hedge Issuer Payment” means, with respect to any Interest Rate Hedge Agreement, all amounts scheduled to be paid by the Issuer to the applicable Interest Rate Hedge Counterparty pursuant to the terms of such Interest Rate Hedge Agreement, excluding any Interest Rate Hedge Termination Payment.

“Scheduled Principal Proceeds” means:

- (i) in the case of any Collateral Debt Obligation (other than Non-Euro Obligations with a related Asset Swap Transaction), scheduled principal repayments received by the Issuer (including scheduled amortisation, instalment or sinking fund payments);
- (ii) in the case of any Non-Euro Obligation with a related Asset Swap Transaction, scheduled final and interim payments in the nature of principal payable to the Issuer by the applicable Asset Swap Counterparty under the related Asset Swap Transaction; and
- (iii) in the case of any Hedge Agreements, any Hedge Replacement Receipts and Hedge Termination Payments transferred from the Hedge Termination Account into the Principal Account.

“Second Lien Loan” means:

- (i) an obligation (other than a Senior Secured Loan) with a junior contractual claim on tangible or intangible property (which property is subject to a prior lien (other than customary permitted liens, such as, but not limited to, any tax liens)) to secure payment of a debt or the fulfilment of a contractual obligation; or
- (ii) a First Lien Last Out Loan.

“Secured Party” means each of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, the

Placement Agent, the Collateral Manager, the Trustee, any Receiver or other Appointee, the Agents, each Hedge Counterparty, each Reporting Delegate, the Corporate Services Provider and the Liquidity Facility Provider and “Secured Parties” means any two or more of them as the context so requires.

“**Secured Senior RCF Percentage**” means in relation to a Senior Secured Bond or a Senior Secured Loan, 20 per cent. (or, solely for the purposes of the S&P Recovery Rate, 15 per cent.), or such higher percentage in respect of which Rating Agency Confirmation is obtained.

“**Securitisation Regulation**” means the proposed regulation of the European Union relating to a European framework for simple, transparent and standardised securitisation including any implementing regulation, technical standards and official guidance related thereto.

“**Securities Act**” means the United States Securities Act of 1933, as amended.

“**Selling Institution**” means an institution from whom (i) a Participation is taken and satisfies the applicable Rating Requirement; or (ii) an Assignment is acquired.

“**Semi-Annual Obligations**” means Collateral Debt Obligations which, at the relevant date of measurement, pay interest less frequently than quarterly but which are not Annual Obligations.

“**Senior Collateral Management Fee**” means the fee payable to the Collateral Manager in arrear on each Payment Date in respect of each Due Period pursuant to the Collateral Management Agreement in an amount, as determined by the Collateral Administrator, equal to 0.178 per cent. per annum of the Fee Basis Amount in respect of the related Due Period (exclusive of any VAT) immediately preceding such Payment Date as determined by the Collateral Administrator (calculated on the basis of a 360-day year consisting of twelve 30-day months).

“**Senior Expenses Cap**” means, in respect of each Payment Date and the Due Period in respect of each Payment Date the sum of:

- (i) €300,000 per annum (pro-rated for the Due Period relating to such Payment Date on the basis of a 360 day year comprised of twelve 30-day months); and
- (ii) 0.025 per cent. per annum (pro-rated for the Due Period relating to such Payment Date on the basis of a 360 day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance as at the Determination Date immediately preceding such Payment Date,

provided however that if the amount of Trustee Fees and Expenses and Administrative Expenses paid prior to the occurrence of a Frequency Switch Event on the three immediately preceding Payment Dates or, following the occurrence of a Frequency Switch Event, the immediately preceding Payment Date or during the related Due Period(s) (including the Due Period relating to the current Payment Date) is less than the stated Senior Expenses Cap, the amount of each such shortfall (if any) shall be added to the Senior Expenses Cap with respect to the then current Payment Date. For the avoidance of doubt, any such shortfall may not at any time result in an increase of the Senior Expenses Cap on a per annum basis.

“**Senior Class M-2 Interest Amount**” means the amount calculated by the Calculation Agent in accordance with Condition 6(e)(v)(A) (*Interest Proceeds in respect of Subordinated Notes*).

“**Senior Loan**” means a Collateral Debt Obligation that is a Senior Secured Loan, a Senior Unsecured Obligation or a Second Lien Loan.

“**Senior Secured Bond**” means a Collateral Debt Obligation that is a senior secured debt security in the form of, or represented by, a bond, note, certificated debt security or other debt security (that is not a Senior Secured Loan) as determined by the Collateral Manager in its reasonable judgment, or a Participation therein, provided that:

- (i) it is secured by a valid and perfected security interest over (x) assets (including any intellectual property rights) of the Obligor and/or the Obligor’s group thereof if and to the extent that the provision of security over assets is permissible under applicable law (save in the case of assets where the failure to take such

security is consistent with reasonable secured lending practices), and otherwise (y) at least 80.00 per cent. of the equity interests in the shares of an entity owning, either directly or indirectly, such assets; and

- (ii) no other obligation of the Obligor has any higher priority security interest in such assets or shares referred to in paragraph (i) above provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the borrower may have a higher priority security interest in such assets or shares in the event of an enforcement in respect of such loan representing up to the Secured Senior RCF Percentage of the Obligor's senior debt.

"Senior Secured Loan" means a Collateral Debt Obligation (which may be a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation) that is a senior secured loan obligation as determined by the Collateral Manager in its reasonable judgment or a Participation therein, provided that:

- (i) it is secured by a valid and perfected security interest over (x) assets (including any intellectual property rights) of the Obligor and/or the Obligor's group thereof if and to the extent that the provision of security over assets is permissible under applicable law (save in the case of assets where the failure to take such security is consistent with reasonable secured lending practices), and otherwise (y) at least 80.00 per cent. of the equity interests in the shares of an entity owning, either directly or indirectly, such assets; and
- (ii) no other obligation of the Obligor has any higher priority security interest in such assets or shares referred to in paragraph (i) above provided that (x) a revolving loan of the Obligor that, pursuant to its terms, may require one or more future advances to be made to the Obligor may have a higher priority security interest in such assets or shares in the event of an enforcement in respect of such loan representing up to the Secured Senior RCF Percentage of the Obligor's senior debt and (y) the limitation set forth in this paragraph (ii) shall (save with respect to determining the S&P Recovery Rate) not apply with respect to capitalised leases or similar obligations.

"Senior Unsecured Obligation" means a Collateral Debt Obligation that:

- (i) is a loan obligation senior to any unsecured, subordinated obligation of the Obligor as determined by the Collateral Manager in its reasonable judgment; and
- (ii) is not secured (x) by assets of the Obligor or guarantor thereof if and to the extent that the granting of security over assets is permissible under applicable law or (y) by 80.00 per cent. of the equity interests in the shares of an entity owning such fixed assets.

"Similar Law" means any federal, state, local or non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Collateral Manager (or other persons responsible for the investment and operation of the Issuer's assets) to any federal, state, local or non-U.S. or other law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

"Solvency II" means Directive 2009/138/EC including any implementing and/or delegated regulation, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

"Solvency II Retention Requirements" means the risk retention requirements and due diligence requirements set out in Article 254 and Article 256 of Commission Delegated Regulation (EU) 2015/35 as amended from time to time.

"Special Redemption" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"Special Redemption Amount" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"Special Redemption Date" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"Spot Rate" means with respect to any conversion of any currency into Euro or, as the case may be, of Euro into any other relevant currency, the relevant spot rate of exchange quoted by the Collateral Administrator in consultation and agreement with the Collateral Manager on the date of calculation.

“Step-Down Coupon Security” means a security: (i) which does not pay interest over a specified period of time ending on its maturity, but which does provide for the payment of interest before such specified period; or (ii) the interest rate of which decreases over a specified period of time other than due to the decrease of the floating rate index applicable to such security.

“Step-Up Coupon Security” means a security: (i) which does not pay interest over a specified period of time ending prior to its maturity, but which does provide for the payment of interest after the expiration of such specified period; or (ii) the interest rate of which increases over a specified period of time other than due to the increase of the floating rate index applicable to such security.

“Sterling”, or “GBP” means pounds sterling, being the lawful currency of the United Kingdom.

“Structured Finance Security” means any debt security which is secured directly, or represents the ownership of, a pool of consumer receivables, auto loans, auto leases, equipment leases, home or commercial mortgages, corporate debt or sovereign debt obligations or similar assets, including, without limitation, collateralised bond obligations, collateralised loan obligations or any similar security.

“Subordinated Collateral Management Fee” means the fee payable to the Collateral Manager in arrear on each Payment Date in respect of each Due Period pursuant to the Collateral Management Agreement in an amount, as determined by the Collateral Administrator, equal to 0.267 per cent. per annum of the Fee Basis Amount in respect of the related Due Period (exclusive of any VAT) immediately preceding such Payment Date as determined by the Collateral Administrator (calculated on the basis of a 360-day year consisting of twelve 30-day months).

“Subordinated Class M-2 Interest Amount” means the amount calculated by the Calculation Agent in accordance with Condition 6(e)(v)(B) (*Interest Proceeds in respect of Subordinated Notes*).

“Subordinated Noteholders” means together, the Class M-1 Subordinated Noteholder and the Class M-2 Subordinated Noteholders, from time to time.

“Subordinated Notes Initial Offer Price Percentage” means 95.00 per cent.

“Subordinated Obligation” means a debt obligation that by its terms and conditions is subordinated to all nonsubordinated debt obligations of the relevant Obligor.

“Subsequent Drawdown” means the amounts that the Issuer has drawn in accordance with the terms of the Liquidity Facility to refinance any Initial Drawdown or Subsequent Drawdown.

“Substitute Collateral Debt Obligation” means a Collateral Debt Obligation purchased in substitution for a whole or part of a previously held Collateral Debt Obligation pursuant to the terms of the Collateral Management Agreement and which satisfies the Eligibility Criteria and the purchase of which satisfies the Reinvestment Criteria.

“Swap Tax Credit” means any credit, allowance, set-off or repayment received by the Issuer in respect of tax from the tax authorities of any jurisdiction relating to any deduction or withholding giving rise to an increased payment by the Hedge Counterparty to the Issuer or a reduced payment from the Issuer to the Hedge Counterparty pursuant to the relevant Hedge Agreement.

“Swapped Non-Discount Obligation” means any Collateral Debt Obligation that would otherwise be considered a Discount Obligation, but that is purchased with the Sale Proceeds of a Collateral Debt Obligation (the “Original Obligation”) that was not a Discount Obligation at the time of its purchase and which will not be considered a Discount Obligation so long as such purchased Collateral Debt Obligation:

- (i) is purchased or committed to be purchased within 20 Business Days of such sale of the Original Obligation;
- (ii) has a Moody’s Rating no lower than the Moody’s Rating of the Original Obligation;
- (iii) is purchased at a price (as a percentage of par) equal to or greater than the sale price of the Original Obligation; and

- (iv) is purchased at a price not less than 65 per cent. of (x) in the case of any Collateral Debt Obligation other than an Unhedged Collateral Debt Obligation, the Principal Balance thereof, or (y) in the case of any Unhedged Collateral Debt Obligation, the Unhedged Principal Balance thereof,

provided however that:

- (i) to the extent the Aggregate Principal Balance of all Swapped Non-Discount Obligations held by the Issuer as of the relevant date of determination exceeds 5.0 per cent. of the Aggregate Collateral Balance (excluding the Principal Balance of each Defaulted Obligation), such excess will constitute Discount Obligations;
- (ii) to the extent the cumulative aggregate Principal Balance of all Swapped Non-Discount Obligations acquired by the Issuer on or after the Issue Date (for the avoidance of doubt, whether or not each such Swapped Non-Discount Obligation is currently held by the Issuer) exceeds 10.0 per cent. of the Target Par Amount, such excess will constitute Discount Obligations;
- (iii) in the case of a Collateral Debt Obligation that is an interest (including a Participation) in a Floating Rate Collateral Debt Obligation, such Collateral Debt Obligation will cease to be a Swapped Non-Discount Obligation at such time as the Market Value (expressed as a percentage of its Principal Balance) for such Collateral Debt Obligation on each day during any period of 30 consecutive days since the acquisition of such Collateral Debt Obligation equals or exceeds 90 per cent.;
- (iv) in the case of any Collateral Debt Obligation that is not an interest in a Floating Rate Collateral Debt Obligation, such Collateral Debt Obligation will cease to be a Swapped Non-Discount Obligation at such time as the Market Value (expressed as a percentage of its Principal Balance) for such Collateral Debt Obligation on each day during any period of 30 consecutive days since the acquisition of such Collateral Debt Obligation equals or exceeds 85 per cent.; and
- (v) in determining which of the Swapped Non-Discount Obligations shall be included in the excess pursuant to sub-paragraphs (i) or (ii) above, Swapped Non-Discount Obligations in respect of which the Issuer entered into a binding commitment to purchase earlier in time shall be deemed to constitute the excess.

“Synthetic Security” means a security or swap transaction (other than a letter of credit or a Participation) on which payments of interest or principal reference an obligation or the credit performance of a reference obligation.

“Target Par Amount” means €400,000,000.

“TARGET2” means the Trans-European Automated Real-time Gross Settlement Express Transfer system (or, if such system ceases to be operative, such other system (if any) determined by the Trustee to be a suitable replacement).

“Tax Account Reporting Rules” means FATCA, and any other laws, intergovernmental agreements, administrative guidance or official interpretations, adopted or entered into on, before or after the date of the Trust Deed, by one or more governments providing for the collection of financial account information and the automatic exchange of such information between or among governments for purposes of improving tax compliance, and any laws, intergovernmental agreements or other guidance adopted pursuant to CRS.

“Tax Account Reporting Rules Compliance” means compliance with Tax Account Reporting Rules as necessary to avoid (a) fines, penalties, or other sanctions imposed on the Issuer or any of their directors, or (b) the withholding or imposition of tax from or in respect of payments to or for the benefit of the Issuer.

“Third Party Indemnity Receipts” has the meaning given to it in Condition 3(j)(xi) (*Expense Reserve Account*).

“Trading Gains” means, in respect of any Collateral Debt Obligation which is repaid, prepaid, redeemed or sold, any excess of (a) the Principal Proceeds or Sale Proceeds received in respect thereof over (b) the greater of (A) the Principal Balance thereof (where for such purpose **“Principal Balance”** shall be determined as set out in the definition of Aggregate Collateral Balance for the purposes of compliance with the Retention Requirements) and (B) the product of the purchase price (expressed as a percentage) and the Principal Balance thereof (where for such

purpose “**Principal Balance**” shall be determined as set out in the definition of Aggregate Collateral Balance for the purposes of compliance with the Retention Requirements), in each case net of (i) any expenses incurred in connection with any repayment, prepayment, redemption or sale thereof, and (ii) in the case of a sale of such Collateral Debt Obligation, any interest accrued but not paid thereon which has not been capitalised as principal and included in the sale price thereof.

“**Transaction Documents**” means the Trust Deed (including these Conditions), the Agency Agreement, the Placement Agency Agreement, the Collateral Management Agreement, any Hedge Agreements, the EU Retention Letter, the Collateral Acquisition Agreements, the Participation Agreements, the Corporate Services Agreement, the Liquidity Facility Agreement, the Warehouse Termination Agreement, any Reporting Delegation Agreement, the Note Purchase Agreement and any document supplemental thereto or issued in connection therewith.

“**Trustee Fees and Expenses**” means the costs, fees and expenses and all other liabilities (including by way of indemnity and including, without limitation, legal fees and expenses) and all other amounts payable to the Trustee or any Appointee or Receiver pursuant to the Trust Deed or any other Transaction Document from time to time plus any applicable VAT thereon payable under the Trust Deed or any other Transaction Document, including indemnity payments and any fees, costs, charges and expenses properly incurred by the Trustee in respect of any Refinancing.

“**UCITS Directive**” means Directive 2009/65/EC on Undertakings for Collective Investment in Transferable Securities (as amended from time to time) including any implementing and/or delegated regulations, technical standards and guidance related thereto.

“**Unanimous Resolution**” means a unanimous resolution as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

“**Underlying Instrument**” means the agreements or instruments pursuant to which a Collateral Debt Obligation has been issued or created and each other agreement that governs the terms of, or secures the obligations represented by, such Collateral Debt Obligation or under which the holders or creditors under such Collateral Debt Obligation are the beneficiaries.

“**Unfunded Amount**” means, with respect to any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, the excess, if any, of (i) the Commitment Amount under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, as the case may be, at such time over (ii) the Funded Amount thereof at such time.

“**Unfunded Revolver Reserve Account**” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“**Unhedged Aggregate Principal Balance**” means the sum of the principal amount, converted into Euros at the Spot Rate, of each Unhedged Collateral Debt Obligation which (i) was purchased on the Primary Market and (ii) has been an Unhedged Collateral Debt Obligation for less than 90 calendar days since the settlement date thereof.

“**Unhedged Collateral Debt Obligation**” means a Non-Euro Obligation which is not an Asset Swap Obligation.

“**Unhedged Principal Balance**” means, in respect of an Unhedged Collateral Debt Obligation, its principal amount converted into Euros at the Spot Rate.

“**Unsaleable Asset**” means any (a) (i) Defaulted Obligation, (ii) Exchanged Security, (iii) obligation received in connection with an Offer, (iv) or 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 by the Collateral Manager as having a market value of less than €1,000, if in the case of (a) or (b) the Collateral Manager certifies to the Trustee that it has made reasonable efforts to dispose of such obligation for at least 90 days and, in its commercially reasonable judgement, such obligation is not expected to be saleable for the foreseeable future.

“Unscheduled Principal Proceeds” means (a) with respect to any Collateral Debt Obligation (other than an Asset Swap Obligation), principal proceeds (in the case of any Unhedged Collateral Debt Obligations converted into Euro at the Applicable Exchange Rate) received by the Issuer prior to the Collateral Debt Obligation Stated Maturity thereof as a result of optional redemptions, prepayments (including any acceleration) or Offers (excluding any premiums or make whole amounts in excess of the principal amount of such Collateral Debt Obligation) and (b) in the case of any Asset Swap Obligation, the Asset Swap Counterparty Principal Exchange Amount payable in respect of the amounts referred to in (a) above pursuant to the related Asset Swap Transaction, together with (i) any related Asset Swap Termination Receipts but less any related Asset Swap Termination Payment (to the extent any are payable and in each case determined without regard to the exclusions of unpaid amounts and Asset Swap Counterparty Principal Exchange Amounts or (as applicable) Asset Swap Issuer Principal Exchange Amounts set forth in the definitions thereof) and only to the extent not required for application towards the cost of entry into a Replacement Asset Swap Transaction and (ii) any related Asset Swap Replacement Receipts but only to the extent not required for application towards any related Asset Swap Termination Payments.

“Unused Proceeds Account” means the account described as such in the name of the Issuer held with the Account Bank in the United Kingdom and in any event outside Ireland.

“U.S. Dollars”, or “U.S.\$”, means United States dollars, being the lawful currency of the United States of America.

“U.S. Investment Restrictions” means the restrictions set out in Schedule 11 to the Collateral Management Agreement.

“U.S. Person” means a **“U.S. person”** as such term is defined under Regulation S.

“U.S. Retained Interest” means the Class M-1 Subordinated Notes purchased by the Retention Holder on the Issue Date in an amount equal to at least 5% of the “fair value” (as defined in the U.S. Risk Retention Rules) of all Notes issued on the Issue Date (determined by the Collateral Manager using a fair value measurement framework under U.S. generally accepted accounting principles).

“U.S. Retention Requirements” means the retention requirements under the U.S. Risk Retention Rules.

“U.S. Risk Retention Rules” means the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act.

“VAT” means any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112) and any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, each tax referred to above, or imposed elsewhere.

“Warehouse Arrangements” means the warehouse financing arrangement entered into by the Issuer prior to the Issue Date to, inter alia, finance the acquisition of the Collateral Debt Obligations prior to the Issue Date and related arrangements.

“Warehouse Termination Agreement” means the termination agreement dated on or about the Issue Date relating to the termination of the Warehouse Arrangements.

“Weighted Average Floating Spread” has the meaning given to it in the Collateral Management Agreement.

“Weighted Average Life” has the meaning given to it in the Collateral Management Agreement.

“Weighted Average Life Test” has the meaning given to it in the Collateral Management Agreement.

“Written Resolution” means any Resolution of the Noteholders of the relevant Class in writing, as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

“Zero Coupon Obligation” means any Collateral Debt 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 is outstanding.

2. **Form and Denomination, Title, Transfer and Exchange**

(a) **Form and Denomination**

The Notes of each Class may be issued in global or definitive form and shall be in certificated, fully registered form, without interest coupons, talons and principal receipts attached, in each case, in the applicable Minimum Denomination and integral multiples of any Authorised Integral Amount in excess thereof. Each Definitive Certificate and each Global Certificate will be numbered serially with an identifying number which will be recorded in the Register which the Issuer shall procure to be kept by the Registrar.

(b) **Title to the Registered Notes**

Title to the Notes passes upon registration of transfers in the Register in accordance with the provisions of the Agency Agreement and the Trust Deed. Notes will be transferable only on the books of the Issuer and its agents. The registered holder of any Note will (except as otherwise required by law) be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any interest in it, any writing on it, or its theft or loss) and no person will be liable for so treating the holder.

Any interest in any Note represented by a Global Certificate shall be transferable in accordance with the rules and procedures for the time being of the relevant Clearing System.

(c) **Transfer**

A Note represented by a Definitive Certificate may be transferred in whole or in part in nominal amounts of the applicable Authorised Denomination only upon the surrender, at the specified office of the Registrar or any Transfer Agent of the Definitive Certificate representing such Note to be transferred, with the form of transfer endorsed on such Definitive Certificate duly completed and executed and together with such other evidence as the Registrar or Transfer Agent may reasonably require. In the case of a transfer of part only of a holding of any Note represented by any Definitive Certificate, a new Definitive Certificate will be issued to the transferee in respect of the part transferred and a further new Definitive Certificate in respect of the balance of the holding not transferred will be issued to the transferor.

The transfer of any Note, in whole or in part, represented by a Global Certificate shall be made in accordance with the rules and procedures for the time being of the relevant Clearing System.

(d) **Delivery of New Certificates**

Each new Definitive Certificate to be issued pursuant to Condition 2(c) (*Transfer*) will be available for delivery within five Business Days of receipt of such form of transfer or of surrender of an existing certificate upon partial redemption. Delivery of new Definitive Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar, as the case may be, to whom delivery or surrender shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the form of transfer or otherwise in writing, shall be mailed by pre-paid first class post, at the risk of the holder entitled to the new Definitive Certificate, to such address as may be so specified. In this Condition 2(d) (*Delivery of New Certificates*), “Business Day” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified offices of the Transfer Agent and the Registrar.

(e) Transfer Free of Charge

Transfer of any Global Certificate or Definitive Certificate representing Notes or any Note in accordance with these Conditions on registration or transfer will be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agent, except that the Issuer may require payment of a sum to it (or the giving of such indemnity as the Issuer, Registrar or the relevant Transfer Agent may require in respect thereof) to cover any stamp duty tax or other governmental charges which may be imposed in relation to the registration.

(f) Closed Periods

No Noteholder may require the transfer of a Note to be registered (i) during the period of 15 calendar days ending on the due date for redemption (in full) of that Note or (ii) during the period of seven calendar days ending on (and including) any Record Date.

(g) Regulations Concerning Transfer and Registration

All transfers of Notes and entries on the Register will be made subject to the detailed regulations concerning the transfer of Notes scheduled to the Trust Deed, including without limitation, that a transfer of Notes in breach of certain of such regulations will result in such transfer being void *ab initio*. The regulations may be changed by the Issuer in any manner which is reasonably required by the Issuer (after consultation with the Trustee) to reflect changes in legal or regulatory requirements or in any other manner which, in the opinion of the Issuer (subject to not less than 60 days' notice of any such change having been given to the Noteholders in accordance with Condition 16 (*Notices*)), is not prejudicial to the interests of the holders of the relevant Class of Notes. A copy of the current regulations may be inspected at the offices of any Transfer Agent during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes and will be sent by the Registrar to any Noteholder who so requests.

(h) Forced Transfer of Rule 144A Notes

If the Issuer determines at any time that a holder of Rule 144A Notes (1) is a U.S. Person and (2) is not a QIB/QP (any such person, a “**Non-Permitted Holder**”), the Issuer shall, promptly after determination that such person is a Non-Permitted Holder by the Issuer, send notice to such Non-Permitted Holder demanding that such Non-Permitted Holder transfer its Notes outside the United States to a non-U.S. Person or within the United States to a U.S. Person that is a QIB/QP within 30 days of the date of such notice. If such Non-Permitted Holder fails to effect the transfer within such 30 day period, (a) the Issuer shall cause such Notes to be transferred in a sale to a person or entity that certifies to the Issuer, in connection with such transfer, that such person or entity either is not a U.S. Person or is a QIB/QP and (b) pending such transfer, no further payments will be made in respect of such beneficial interest. The Issuer may 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. Each Noteholder and each other person in the chain of title to the Non-Permitted Holder by its acceptance of an interest in the Notes agrees 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 selling Noteholder. The terms and conditions of any sale hereunder shall be determined in the sole discretion of the Issuer, subject to the transfer restrictions set out herein, and the Issuer shall not 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. The Issuer reserves the right to require any holder of Notes to submit a written certification substantiating that it is a QIB/QP or a non-U.S. Person. If such holder fails to submit any such requested written certification on a timely basis, the Issuer has the right to assume that the holder of the Notes from whom such a certification is requested is not a QIB/QP or a non-U.S.

Person. Furthermore, the Issuer reserves the right to refuse to honour a transfer of beneficial interests in a Rule 144A Note to any Person who is not either a non-U.S. Person or a U.S. Person that is a QIB/QP.

(i) Forced sale pursuant to Tax Account Reporting Rules

Under Tax Account Reporting Rules, the Issuer will and/or an Intermediary may be required to, among other things, provide certain information about the Noteholders (which may include a nominee or beneficial owner of a Note for these purposes) to a taxing authority. The Issuer expects to require each Noteholder to provide certifications and identifying information about itself and certain of its owners.

The Issuer may force the sale of a Noteholder's Notes (other than the Retention Notes) in order to achieve Tax Account Reporting Rules Compliance, including Notes held by a Noteholder that fails to provide the required information or if the Issuer otherwise reasonably determines that a Noteholder's acquisition or holding of an interest in such a Note would cause the Issuer to be unable to achieve Tax Account Reporting Rules Compliance (and such sale could be for less than its then fair market value). For these purposes, the Issuer shall have the right to sell a Noteholder's interest in its Notes (other than the Retention Notes) in its entirety notwithstanding that the sale of a portion of such an interest would permit the Issuer to achieve Tax Account Reporting Rules Compliance. If the Issuer elects to force such sale, the Issuer shall require the Noteholder to sell such Notes to a purchaser selected by the Issuer on such terms as the Issuer may choose, subject to the transfer restrictions set out herein. The Issuer may select the purchaser by soliciting one or more bids from one or more brokers or other market professionals that regularly deal in securities 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. Each Noteholder and each other person in the chain of title to the Recalcitrant Noteholder or Noteholder that is a foreign financial institution as defined under FATCA or that is not in compliance with the applicable requirements under Tax Account Reporting Rules, by its acceptance of an interest in the Notes agrees 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 selling Noteholder. The terms and conditions of any sale hereunder shall be determined in the sole discretion of the Issuer subject to the transfer restrictions set out herein, and none of the Issuer, the Trustee or the Registrar 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. The Issuer reserves the right to require any holder of Notes to provide any information required under Tax Account Reporting Rules.

(j) Forced Transfer pursuant to ERISA

If any Noteholder is determined by the Issuer to be a Noteholder who has made or is deemed to have made a prohibited transaction, Benefit Plan Investor, Controlling Person, Other Plan Law or Similar Law representation that is subsequently shown to be false or misleading, or whose beneficial ownership otherwise causes a violation of the 25 per cent. limitation set out in Title I of ERISA and Section 4975 of the Code (any such Noteholder a "**Non-Permitted ERISA Holder**"), the Non-Permitted ERISA Holder may be required by the Issuer to sell or otherwise transfer its Notes to an eligible purchaser (selected by the Issuer) at a price to be agreed between the Issuer (exercising its sole discretion) and such eligible purchaser at the time of sale, subject to the transfer restrictions set out in the Trust Deed. Each Noteholder and each other Person in the chain of title from the Noteholder, by its acceptance of an interest in such Notes, agrees to cooperate with the Issuer, to the extent required to effect such transfers. None of the Issuer, the Trustee and the Registrar shall be liable to any Noteholder having an interest in the Notes sold or otherwise transferred as a result of any such sale or transfer. The Issuer shall be entitled to deduct from the sale or transfer price an

amount equal to all the expenses and costs incurred and any loss suffered by the Issuer as a result of such forced transfer. The Non-Permitted ERISA Holder will receive the balance, if any.

(k) Contributions

At any time during or after the Reinvestment Period, any Noteholder may (i) make a contribution of cash or (ii) if it is a Subordinated Noteholder, by notice in writing to the Issuer, the Trustee, the Collateral Administrator, the Collateral Manager, designate any portion of Interest Proceeds or Principal Proceeds that would otherwise be distributed on its Notes in accordance with the Priorities of Payments, to the Issuer (each, a “**Contribution**” and each such Noteholder, a “**Contributor**”). The Collateral Manager, on behalf of the Issuer, may accept or reject any Contribution in its reasonable discretion. If a Contribution is accepted, it will be received into the Contributions Account and applied by the Collateral Manager on behalf of the Issuer as directed by the Contributor at the time such Contribution is made or, if no direction is given by the Contributor, at the Collateral Manager’s reasonable discretion, provided in each case that such application is a Permitted Use in accordance with Condition 3(j)(viii) (*Contributions Account*). No Contribution or portion thereof will be returned to the Contributor at any time other than by operation of the Priorities of Payments.

(l) Exchange of Voting/Non-Voting Notes

The Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes may be in the form of a CM Voting Note, a CM Non-Voting Exchangeable Note or a CM Non-Voting Note.

CM Voting Notes shall carry a right to vote in respect of, and be counted for the purposes of determining a quorum and the result of voting on, any CM Replacement Resolution and any CM Removal Resolution. CM Non-Voting Exchangeable Notes and CM Non-Voting Notes shall not carry any rights in respect of, or be counted for the purposes of determining a quorum and the result of voting on, any CM Removal Resolution or any CM Replacement Resolution but shall carry a right to vote on and be counted in respect of all other matters in respect of which the CM Voting Notes have a right to vote and be counted.

CM Voting Notes shall be exchangeable at any time upon request by the relevant Noteholder into CM Non-Voting Exchangeable Notes or CM Non-Voting Notes. CM Non-Voting Exchangeable Notes shall be exchangeable (a) upon request by the relevant Noteholder at any time into CM Non-Voting Notes or (b) into CM Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of the transferor upon request of the relevant transferee or transferor and in no other circumstance. CM Non-Voting Notes shall not be exchangeable at any time into CM Voting Notes or CM Non-Voting Exchangeable Notes.

Any such right to exchange a Note, as described and subject to the limitations set out in the immediately prior paragraph, may be exercised by a Noteholder holding a Definitive Certificate or a beneficial interest in a Global Certificate delivering to the Registrar and the Transfer Agent a duly completed exchange request substantially in the form provided in the Trust Deed, or in such other form as the Trustee, upon the advice of counsel, may deem substantially similar in legal effect (in each case, copies of which are provided to the Trustee as applicable) given by the proposed transferee.

3. Status

(a) Status

The Notes of each Class constitute direct, general, secured, unconditional obligations of the Issuer, recourse in respect of which is limited in the manner described in Condition 4(c) (*Limited Recourse and Non-Petition*). The Notes of each Class are secured in the manner described in Condition 4(a)

(*Security*) and, within each Class, shall at all times rank *pari passu* and without any preference amongst themselves.

(b) Relationship Among the Classes

The Notes of each Class are constituted by the Trust Deed and are secured on the Collateral as further described in the Trust Deed. Payments of Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes will rank senior to payments of interest on each Payment Date in respect of each other Class. Payments of interest on the Class A Notes will be subordinated in right of payment to payments of Senior Class M-2 Interest Amounts in respect of the Class M-2 Subordinated Notes but will rank senior in right of payment to payments of interest on each Payment Date in respect of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class M-1 Subordinated Notes; payment of interest on the Class B Notes will be subordinated in right of payment to payments of Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes, payments of interest in respect of the Class A Notes, but senior in right of payment to payments of interest in respect of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payment of interest on the Class C Notes will be subordinated in right of payment to payments of Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes, payments of interest in respect of the Class A Notes and the Class B Notes, but senior in right of payment to payments of interest on the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payment of interest on the Class D Notes will be subordinated in right of payment to payments of Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes, payments of interest in respect of the Class A Notes, the Class B Notes and the Class C Notes, but senior in right of payment to payments of interest on the Class E Notes, the Class F Notes and the Subordinated Notes; payment of interest on the Class E Notes will be subordinated in right of payment to payments of Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes, payments of interest in respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, but senior in right of payment to payments of interest on the Class F Notes and the Subordinated Notes; payment of interest on the Class F Notes will be subordinated in right of payment to payments of Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes, payments of interest in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, but senior in right of payment to payments of interest on the Subordinated Notes. Payment of interest on the Subordinated Notes will be subordinated in right of payment to payment of interest in respect of the Rated Notes. Subordinated Class M-2 Interest Amounts on the Class M-2 Subordinated Notes shall be senior in right of payment to payment of residual distributions on the Subordinated Notes. Residual distributions on the Subordinated Notes shall be paid *pari passu* and without any preference amongst themselves. Interest on the Class A-1 Notes and the Class A-2 Notes shall be paid *pro rata* and *pari passu* and without any preference amongst themselves. Interest on the Class B-1 Notes and the Class B-2 Notes shall be paid *pro rata* and *pari passu* and without any preference amongst themselves.

No amount of principal in respect of the Class B Notes shall become due and payable until the payment of accrued and unpaid Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes and redemption and payment in full of the Class A Notes. No amount of principal in respect of the Class C Notes shall become due and payable until the payment of accrued and unpaid Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes and redemption and payment in full of the Class A Notes and the Class B Notes. No amount of principal in respect of the Class D Notes shall become due and payable until the payment of accrued and unpaid Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes and redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes. No amount of principal in respect of the Class E Notes shall become due and payable until the payment of accrued and unpaid Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes and redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes. No amount of

principal in respect of the Class F Notes shall become due and payable until the payment of accrued and unpaid Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes and redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. Subject to the applicability of the Post-Acceleration Priority of Payments, the Subordinated Notes will be entitled to receive, out of Principal Proceeds, the amounts described under the Principal Proceeds Priority of Payments on a pari passu basis. Payments on the Subordinated Notes are subordinated to payments on the Rated Notes and other amounts described in the Priorities of Payments (including the payment of interest that has become due and payable on the Class M-2 Subordinated Notes) and no payments out of Principal Proceeds will be made on the Subordinated Notes until the Rated Notes and other payments ranking prior to the Subordinated Notes in accordance with the Priorities of Payments are paid in full.

(c) Priorities of Payments

The Collateral Administrator shall (on the basis of the Payment Date Report prepared by the Collateral Administrator in consultation with the Collateral Manager pursuant to the terms of the Collateral Management Agreement on each Determination Date), on behalf of the Issuer (i) on each Payment Date prior to the acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*); (ii) following the acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*), which, if such acceleration is by way of the delivery of an Acceleration Notice (actual or deemed), such Acceleration Notice has subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*); and (iii) other than in connection with an optional redemption in whole under Condition 7(b) (*Optional Redemption*) or in accordance with 7(g) (*Redemption following Note Tax Event*) (in which event the Post-Acceleration Priority of Payments shall apply to Interest Proceeds and Principal Proceeds), instruct the Account Bank to disburse Interest Proceeds and Principal Proceeds transferred to the Payment Account, in each case, in accordance with the following Priorities of Payments:

(i) *Application of Interest Proceeds*

Subject as further provided below, Interest Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and in the case of any Payment Date that is a Partial Redemption Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(k) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)):

- (A) to the payment of: (i) firstly taxes owing by the Issuer accrued in respect of the related or any earlier/other Due Period (including any Irish tax payable in relation to the amounts equal to the minimum profit referred to in paragraph (ii) below), as certified by an Authorised Officer of the Issuer to the Collateral Administrator, if any (save for any VAT payable in respect of any Collateral Management Fee or any other tax payable in relation to any other amount payable to the Secured Parties or to any other party in accordance with the Priorities of Payment); and (ii) secondly the Issuer Profit Amount to be retained by the Issuer, for deposit into the Issuer Profit Account from time to time;
- (B) to the payment of accrued and unpaid Trustee Fees and Expenses, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period (without duplication of any amounts distributed as Partial Redemption Interest Proceeds in accordance with Condition 3(k) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)), provided that, following the occurrence of an Event of Default which is continuing, the Senior Expenses Cap shall not apply in respect of this paragraph;

- (C) to the payment of accrued and unpaid Administrative Expenses in respect of such Due Period in the priority stated in the definition thereof, up to an amount equal to the Senior Expenses Cap less any amounts paid pursuant to item (B) above (without duplication of any amounts distributed as Partial Redemption Interest Proceeds in accordance with Condition 3(k) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)), provided that, following the occurrence of an Event of Default which is continuing the Senior Expenses Cap shall not apply in respect of this paragraph;
- (D) to the Expense Reserve Account, of an amount equal to the Ongoing Expense Reserve Amount;
- (E) to the payment of any Liquidity Payments due and payable to the Liquidity Facility Provider under the Liquidity Facility Agreement;
- (F) to the payment:
 - (1) firstly, on a pro rata and pari passu basis to: (i) the Collateral Manager of the Senior Collateral Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority) (save for any Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts) except that the Collateral Manager may, in its sole discretion, elect to (x) designate for reinvestment or (y) defer payment of some or all of the amounts that would have been payable to the Collateral Manager under this paragraph (F) (any such amounts, being “**Deferred Senior Collateral Management Amount**”) on any Payment Date, provided that any such amount in the case of (x) shall (a)(i) be used to purchase Substitute Collateral Debt Obligations or to purchase Rated Notes in accordance with Condition 7(k) (*Purchase*) or (ii) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations and (b) not be treated as unpaid for the purposes of this paragraph (F) or paragraph (Y) below or in the case of (y), shall be applied to the payment of amounts in accordance with paragraphs (G) through (W) and (Z) through (EE) below, subject to the Collateral Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied and (ii) the Class M-2 Subordinated Noteholders of the Senior Class M-2 Interest Amount due and payable on the Class M-2 Subordinated Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest thereon);
 - (2) secondly, on a pro rata and pari passu basis to: (i) the Collateral Manager, any previously due and unpaid Senior Collateral Management Fees (other than Deferred Senior Collateral Management Amounts) and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority); and (ii) the Class M-2 Subordinated Noteholders of any Deferred Interest, attributable to unpaid Senior Class M-2 Interest Amounts which is due and payable pursuant to Condition 6(d) (*Payment of Deferred Interest*),
- (G) to the payment on a pro rata and pari passu basis, of any Scheduled Periodic Interest Rate Hedge Issuer Payments (to the extent not paid or provided for out of the Interest Account), Scheduled Periodic Asset Swap Issuer Payments (to the extent not paid or provided for out of the relevant Non-Euro Hedge Account) and Hedge Termination

Payments (other than Defaulted Hedge Termination Payments) (to the extent not paid out of the Hedge Termination Account);

- (H) to the payment on a pro rata and pari passu basis of all Interest Amounts due and payable on the Class A Notes in respect of the Accrual Period ending on such Payment Date and all other Interest Amounts due and payable on such Class A Notes;
- (I) to the payment on a pro rata and pari passu basis of the Interest Amounts due and payable on the Class B Notes in respect of the Accrual Period ending on such Payment Date and all other Interest Amounts due and payable on such Class B Notes;
- (J) if either of the Class A/B Coverage Tests is not satisfied on any Determination Date on and after the Effective Date, or in the case of the Class A/B Interest Coverage Test, on the Determination Date preceding the second Payment Date and each Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class A/B Coverage Test to be satisfied (if applicable) if recalculated following such redemption on a proforma basis after giving effect to all payments pursuant to this paragraph (J);
- (K) to the payment on a pro rata and pari passu basis of the Interest Amounts due and payable on the Class C Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);
- (L) if either of the Class C Coverage Tests is not satisfied on any Determination Date on and after the Effective Date, or in the case of the Class C Interest Coverage Test, on the Determination Date preceding the second Payment Date and each Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class C Coverage Test (if applicable) to be met if recalculated following such redemption on a proforma basis after giving effect to all payments pursuant to this paragraph (L);
- (M) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class C Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (N) to the payment on a pro rata and pari passu basis of the Interest Amounts due and payable on the Class D Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);
- (O) if either of the Class D Coverage Tests is not satisfied on any Determination Date on and after the Effective Date, or in the case of the Class D Interest Coverage Test, on the Determination Date preceding the second Payment Date and each Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class D Coverage Test (if applicable) to be met if recalculated following such redemption on a proforma basis after giving effect to all payments in priority to this paragraph (O);
- (P) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class D Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (Q) to the payment on a pro rata and pari passu basis of the Interest Amounts due and payable on the Class E Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);

- (R) if either of the Class E Coverage Tests is not satisfied on any Determination Date on and after the Effective Date, or in the case of the Class E Interest Coverage Test, on the Determination Date preceding the second Payment Date and each Determination Date thereafter, to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause each Class E Coverage Test (if applicable) to be met if recalculated following such redemption on a proforma basis after giving effect to all payments in priority to this paragraph (R);
- (S) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class E Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (T) to the payment on a pro rata and pari passu basis of the Interest Amounts due and payable on the Class F Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest but including interest on Deferred Interest in respect of the relevant Accrual Period);
- (U) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class F Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (V) on the Payment Date following the Effective Date and each Payment Date thereafter to the extent required, in the event of the occurrence of an Effective Date Rating Event which is continuing on the Business Day prior to such Payment Date, to redeem the Notes in accordance with the Note Payment Sequence until an Effective Date Rating Event is no longer continuing;
- (W) if, on any Payment Date after the Effective Date and during the Reinvestment Period only, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (V) (inclusive) above, the Interest Diversion Test has not been met, to the payment to the Principal Account as Principal Proceeds, for the acquisition of additional Collateral Debt Obligations in an amount (such amount, the “**Required Diversion Amount**”) equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (V) (inclusive) above, would be sufficient to cause the Interest Diversion Test to be met, provided that such payment would not, in the determination of the Collateral Administrator (with such consultation with the Collateral Manager and the Retention Holder as the Collateral Administrator deems necessary), cause (or would not be likely to cause) an EU Retention Deficiency;
- (X) if the Interest Diversion Test is not satisfied on any Determination Date following the end of the Reinvestment Period, an amount equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (W) (inclusive) above, would be sufficient to cause the Interest Diversion Test to be met if recalculated immediately following such redemption, to the redemption of the Rated Notes in accordance with the Note Payment Sequence;
- (Y) to the payment:
 - (1) firstly, on a pro rata and pari passu basis to: (i) the Collateral Manager of the Subordinated Collateral Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority) until such amount has been paid in full except that the Collateral Manager may, in its sole discretion, elect to (x) waive, (y) designate for reinvestment, or (z) defer payment of some or all

of the amounts that would have been payable to the Collateral Manager under this paragraph (Y) (any such amounts, being “**Deferred Subordinated Collateral Management Amounts**”) on any Payment Date, provided that any such amount in the case of (y) shall (a)(i) be used to purchase Substitute Collateral Debt Obligations or to purchase Rated Notes in accordance with Condition 7(k) (*Purchase*) or (ii) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations or the purchase of Rated Notes in accordance with Condition 7(k) (*Purchase*) and (b) not be treated as unpaid for the purposes of paragraph (G) above or this paragraph (Y) or in the case of (x) and (z), shall be applied to the payment of amounts in accordance with paragraphs (Z) through (EE) below, subject to the Collateral Manager having notified the Collateral Administrator in writing not later than one Business Day prior to the relevant Determination Date of any amounts to be so applied; and (ii) the Class M-2 Subordinated Noteholders of the Subordinated Class M-2 Interest Amounts due and payable on the Class M-2 Subordinated Notes in respect of the Accrual Period ending on such Payment Date (excluding any Deferred Interest thereon);

- (2) secondly, on a pro rata and pari passu basis to: (i) the Collateral Manager of any previously due and unpaid Subordinated Collateral Management Fee (other than Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts) and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority); and (ii) the Class M-2 Subordinated Noteholders of any Deferred Interest on the Class M-2 Subordinated Notes attributable to unpaid Subordinated Class M-2 Interest Amounts which is due and payable pursuant to Condition 6(d) (*Payment of Deferred Interest*); and
- (3) thirdly, at the election of the Collateral Manager (at its sole discretion) to the Collateral Manager in payment of any previously Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority);
- (Z) to the payment of Trustee Fees and Expenses (if any) not paid by reason of the Senior Expenses Cap;
- (AA) to the payment of Administrative Expenses (if any) in relation to each item thereof in the order of priority stated in the definition thereof not paid by reason of the Senior Expenses Cap;
- (BB) to the payment on a pro rata and pari passu basis of any Defaulted Hedge Termination Payments due to any Hedge Counterparty;
- (CC) to the repayment of any Collateral Manager Advances and any interest thereon;
- (DD) during the Reinvestment Period at the direction and in the discretion of the Collateral Manager, to transfer to the Collateral Enhancement Account, any Collateral Enhancement Amounts;
- (EE) (1) if the Incentive Collateral Management Fee IRR Threshold has not been reached, any remaining Interest Proceeds to the payment of interest on the Subordinated Notes on a pro rata basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal

Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Collateral Management Fee IRR Threshold is reached; and

- (2) if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date in accordance with the Interest Proceeds Priority of Payments and the Principal Proceeds Priority of Payments, the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):
 - (a) firstly, 20.0 per cent. of any remaining Interest Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee;
 - (b) secondly, any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant tax authority); and
 - (c) thirdly, any remaining Interest Proceeds, to the payment of interest on the Subordinated Notes on a pro rata basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption).

(ii) *Application of Principal Proceeds*

Principal Proceeds in respect of a Due Period shall be paid on the Payment Date immediately following such Due Period in the following order of priority (and in the case of any Payment Date that is a Partial Redemption Date, only after the application of Refinancing Proceeds and Partial Redemption Interest Proceeds in accordance with Condition 3(k) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*)):

- (A) to the payment on a sequential basis of the amounts referred to in paragraphs (A) through (J) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder;
- (B) to the payment of the amounts referred to in paragraph (K) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes and the Class B Notes have been redeemed in full;
- (C) to the payment of the amounts referred to in paragraph (L) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class C Coverage Tests that are applicable on such Payment Date with respect to the Class C Notes to be met as of the related Determination Date;
- (D) to the payment of the amounts referred to in paragraph (M) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes and the Class B Notes have been redeemed in full;
- (E) to the payment of the amounts referred to in paragraph (N) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes, the Class B Notes and the Class C Notes have been redeemed in full;
- (F) to the payment of the amounts referred to in paragraph (O) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the

extent necessary to cause the Class D Coverage Tests that are applicable on such Payment Date with respect to the Class D Notes to be met as of the related Determination Date;

- (G) to the payment of the amounts referred to in paragraph (P) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes, the Class B Notes and the Class C Notes have been redeemed in full;
- (H) to the payment of the amounts referred to in paragraph (Q) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have been redeemed in full;
- (I) to the payment of the amounts referred to in paragraph (R) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent necessary to cause the Class E Coverage Tests applicable on such Payment Date with respect to the Class E Notes to be met as of the related Determination Date;
- (J) to the payment of the amounts referred to in paragraph (S) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes have been redeemed in full;
- (K) to the payment of the amounts referred to in paragraph (T) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes have been redeemed in full;
- (L) to the payment of the amounts referred to in paragraph (U) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and only to the extent that the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes have been redeemed in full;
- (M) to the payment of the amounts referred to in paragraph (V) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder;
- (N) if such Payment Date is a Special Redemption Date, at the election of the Collateral Manager, to make payments in an amount equal to the Special Redemption Amount (if any) applicable to such Payment Date in accordance with the Note Payment Sequence;
- (O) during the Reinvestment Period, at the discretion of the Collateral Manager, either to the purchase of Substitute Collateral Debt Obligations or to the Principal Account pending reinvestment in Substitute Collateral Debt Obligations at a later date in each case subject to and in accordance with the Collateral Management Agreement;
- (P) after the Reinvestment Period in the case of Principal Proceeds representing Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations at the discretion of the Collateral Manager, either to the purchase of Substitute Collateral Debt Obligations or to the Principal Account pending reinvestment in Substitute Collateral Debt Obligations at a later date in each case subject to and in accordance with the Collateral Management Agreement;
- (Q) after the Reinvestment Period, to redeem the Notes in accordance with the Note Payment Sequence;

- (R) to the payment on a sequential basis of the amounts referred to in paragraphs (Y) through (CC) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder;
- (S)
 - (1) if the Incentive Collateral Management Fee IRR Threshold has not been reached, any remaining Principal Proceeds to the payment on the Subordinated Notes on a pro rata basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes and immediately prior to such redemption), until the Incentive Collateral Management Fee IRR Threshold is reached; and
 - (2) if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date including in accordance with the Interest Proceeds Priority of Payments and the Principal Proceeds Priority of Payments, the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):
 - (a) firstly, 20.0 per cent. of any remaining Principal Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee;
 - (b) secondly, any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant tax authority); and
 - (c) thirdly, any remaining Principal Proceeds, to the payment of principal on the Subordinated Notes on a pro rata basis and thereafter to the payment of interest on a pro rata basis on the Subordinated Notes (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes and immediately prior to such redemption).

Subject to the specific provision that is made pursuant to paragraphs (A) and (EE)(2) of the Interest Priority of Payments and paragraph (S)(2) of the Principal Priority of Payments, where the payment of any amount in accordance with the Priorities of Payment set out above is subject to any deduction or withholding for or on account of any tax or any other tax is payable by or on behalf of the Issuer in respect of any such amount, payment of the amounts so deducted or withheld or of the tax so due shall be made to the relevant taxing authority *pari passu* with and, so far as possible, at the same time as the payment of the amount in respect of which the relevant deduction or withholding or other liability to tax has arisen.

(d) Non payment of Interest Amounts

Failure on the part of the Issuer to pay the Interest Amounts on the Class A Notes and the Class B Notes pursuant to Condition 6 (*Interest*) in accordance with the Priorities of Payments shall not be a Note Event of Default unless and until such failure continues for a period of at least five Business Days (or seven Business Days in the case of an administrative error or omission. Pursuant to the terms of Condition 6(c) (*Deferral of Interest*), non-payment of interest on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes as a result of the insufficiency of available Interest Proceeds will not constitute a Note Event of Default.

Failure on the part of the Issuer to pay the Interest Amounts on the Class M-2 Subordinated Notes shall not be an Event of Default at any time unless and until such non-payment gives rise to an Event of Default under Condition 10(a)(iii) (*Default under Priorities of Payments*).

Subject always, in the case of Interest Amounts payable in respect of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Class M-2 Subordinated Notes to Condition 6(c) (*Deferral of Interest*) and save as otherwise provided in respect of any unpaid Collateral Management Fees (and VAT payable in respect thereof), in the event of non-payment of any amounts referred to in the Interest Proceeds Priority of Payments or the Principal Proceeds Priority of Payments on any Payment Date, such amounts shall remain due and shall be payable on each subsequent Payment Date in the orders of priority provided for in this Condition 3 (*Status*). References to the amounts referred to in the Interest Proceeds Priority of Payments and the Principal Proceeds Priority of Payments of this Condition 3 (*Status*) shall include any amounts thereof not paid when due in accordance with this Condition 3 (*Status*) on any preceding Payment Date.

(e) Determination and Payment of Amounts

The Collateral Administrator will, in consultation with the Collateral Manager, on each Determination Date, calculate the amounts payable on the applicable Payment Date pursuant to the Priorities of Payments and will notify the Issuer and the Trustee of such amounts. The Account Bank (acting in accordance with the Payment Date Report compiled by the Collateral Administrator on behalf of the Issuer) shall, on behalf of the Issuer not later than 12.00 noon (London time) on the Business Day preceding each Payment Date, cause the amounts standing to the credit of the Principal Account, the Unused Proceeds Account and if applicable the Interest Account, the Expense Reserve Account and the Collateral Enhancement Account (together with, to the extent applicable, amounts standing to the credit of any other Account) to the extent required to pay the amounts referred to in the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments, and the Post-Acceleration Priority of Payments which are payable on such Payment Date, to be transferred to the Payment Account in accordance with Condition 3(j) (*Payments to and from the Accounts*).

(f) De Minimis Amounts

The Collateral Administrator may, in consultation with the Collateral Manager, adjust the amounts required to be applied in payment of principal on any Class of Notes from time to time pursuant to the Priorities of Payments so that the amount to be so applied in respect of each such Note is a whole amount, not involving any fraction of a Euro cent or, at the discretion of the Collateral Administrator, any fraction of a Euro.

(g) Publication of Amounts

The Collateral Administrator will, on behalf of and at the expense of the Issuer, cause details of the amounts of interest and principal to be paid, and any amounts of interest payable but not paid, on each Payment Date in respect of the Notes to be notified at the expense of the Issuer to the Issuer, the Trustee, the Principal Paying Agent, the Registrar and the Irish Stock Exchange by no later than 11.00 a.m. (London time) on the Business Day prior to the applicable Payment Date in the Payment Date Report and the Registrar shall procure that details of such amounts are notified at the expense of the Issuer to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible after notification thereof to the Registrar in accordance with the above but in no event later than (to the extent applicable) the third Business Day after the last day of the applicable Due Period.

(h) Notifications to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained or discretions exercised for the purposes of the provisions of this Condition 3 (*Status*) will (in the absence of manifest error) be binding on the Issuer, the Collateral Administrator, the Collateral Manager, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent and all Noteholders and (in the absence of negligence, fraud or wilful misconduct of the Collateral Administrator) no liability to the Issuer or the Noteholders shall attach to the Collateral

Administrator in connection with the exercise or non-exercise by it of its powers, duties and discretions under this Condition 3 (*Status*).

(i) Accounts

The Issuer shall, on or prior to the Issue Date (or, in respect of the Counterparty Downgrade Collateral Accounts, on or about the date of entry by the Issuer into a Hedge Agreement with a new Hedge Counterparty), establish the following accounts with the Account Bank or (as the case may be) with the Custodian:

- (i) the Principal Account;
- (ii) the Interest Account;
- (iii) the Unused Proceeds Account;
- (iv) the Payment Account;
- (v) the Collateral Enhancement Account;
- (vi) the Expense Reserve Account;
- (vii) the Unfunded Revolver Reserve Account;
- (viii) the Contributions Account;
- (ix) each Counterparty Downgrade Collateral Account;
- (x) the Hedge Termination Account(s);
- (xi) the Non-Euro Hedge Account(s);
- (xii) the Custody Account;
- (xiii) the Interest Reserve Account; and
- (xiv) the Interest Smoothing Account.

The Account Bank and the Custodian shall at all times be a financial institution meeting the Rating Requirement applicable thereto, which has the necessary regulatory capacity and licences to perform the services required by it. If the Account Bank or the Custodian at any time fails to satisfy the Rating Requirement, the Issuer shall use reasonable endeavours to procure that a replacement Account Bank or Custodian, as applicable, acceptable to the Trustee, which satisfies the Rating Requirement is appointed in accordance with the provisions of the Agency Agreement.

Amounts standing to the credit of the Accounts (other than the Unfunded Revolver Reserve Account, each Counterparty Downgrade Collateral Account and the Payment Account) from time to time may be invested by the Collateral Manager on behalf of the Issuer in Eligible Investments.

All interest accrued on any of the Accounts (save for each Counterparty Downgrade Collateral Account) from time to time shall be paid into the Interest Account, save to the extent that the Issuer is contractually bound to pay such amounts to a third party. All principal amounts received in respect of Eligible Investments standing to the credit of any Account from time to time shall be credited to that Account upon maturity, save to the extent that the Issuer is contractually bound to pay such amounts to a third party. All interest accrued on such Eligible Investments (including capitalised interest received upon the sale, maturity or termination of any such investment) shall be paid to the Interest Account as, and to the extent provided, above.

Save for the Counterparty Downgrade Collateral Account and any Non-Euro Hedge Accounts, to the extent that any amounts required to be paid into any Account pursuant to the provisions of this Condition 3

(*Status*) are denominated in a currency other than Euro, the Collateral Manager, acting on behalf of the Issuer, may convert such amounts into the currency of the Account at the Spot Rate as determined by the Collateral Administrator at the direction of and in consultation with the Collateral Manager.

Notwithstanding any other provisions of this Condition 3(i) (*Accounts*), all amounts standing to the credit of each of the Accounts (other than (i) the Interest Account, (ii) the Payment Account, (iii) the Contributions Account, (iv) the Expense Reserve Account, (v) the Collateral Enhancement Account, (vi) all interest accrued on the Accounts, (vii) the Counterparty Downgrade Collateral Accounts, (ix) each Non-Euro Hedge Account and (x) the Interest Smoothing Account) shall be transferred to the Payment Account and shall constitute Principal Proceeds on the Business Day prior to any redemption of the Notes in full; all amounts standing to the credit of each of the Interest Account, the Contributions Account, the Expense Reserve Account, the Collateral Enhancement Account, the Interest Smoothing Account, a Counterparty Downgrade Collateral Account, to the extent not required to be repaid to any Hedge Counterparty (or representing unpaid amounts under a terminated Hedge Transaction which constitute Principal Proceeds) shall be transferred to the Payment Account and shall constitute Interest Proceeds on the Business Day prior to the redemption of the Notes in full.

For the avoidance of doubt, application of amounts in respect of Swap Tax Credits received by the Issuer shall be paid out of the Interest Account to the relevant Hedge Counterparty in accordance with the terms of the relevant Hedge Agreement, without regard to the Priorities of Payments.

(j) Payments to and from the Accounts

(i) Principal Account

The Issuer will procure that the following Principal Proceeds are paid into the Principal Account promptly upon receipt thereof (save for those in respect of any Asset Swap Obligations) provided that, in the case of receipts on any Unhedged Collateral Debt Obligation, such amounts shall be converted into Euro at the Applicable Exchange Rate prior to such payment into the Principal Account:

(A) all principal payments received in respect of any Collateral Debt Obligation including, without limitation:

- (1) Scheduled Principal Proceeds, other than any Interest Rate Hedge Replacement Receipts or Interest Rate Hedge Termination Receipts;
- (2) amounts received in respect of any maturity, scheduled amortisation, mandatory prepayment or mandatory sinking fund payment on a Collateral Debt Obligation;
- (3) Unscheduled Principal Proceeds; and
- (4) any other principal payments with respect to Collateral Debt Obligations or Eligible Investments (to the extent not included in the Sale Proceeds),

but excluding (i) any such payments received in respect of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, to the extent required to be paid into the Unfunded Revolver Reserve Account, (ii) any amounts that relate to Asset Swap Obligations and (iii) any Trading Gains required to be paid into the Interest Account in accordance with Condition 3(j)(ii) (*Interest Account*);

(B) any Asset Swap Counterparty Principal Exchange Amount (other than any payments from an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction, which shall be paid into the relevant Non-Euro Hedge Account) received by the Issuer under any Asset Swap Transactions;

- (C) the Balance standing to the credit of the relevant Hedge Termination Account in the circumstances described under Condition 3(j)(ix) (*Hedge Termination Account*) below;
- (D) amounts received in respect of any Asset Swap Obligation which are not required to be paid to the applicable Asset Swap Counterparty, as the case may be, pursuant to the related Asset Swap Transaction but which are required, pursuant to the Collateral Management Agreement, to be paid into the Principal Account following conversion thereof into Euro at the Applicable Exchange Rate;
- (E) all interest and other amounts received in respect of any Defaulted Obligation or any Mezzanine Obligation for so long as it is a Defaulted Obligation or a Defaulted Deferring Mezzanine Obligation (as applicable) (save for Defaulted Obligation Excess Amounts and Defaulted Mezzanine Excess Amounts) and amounts representing the element of deferred interest in any payments received in respect of any PIK Obligation;
- (F) all premiums (including prepayment premiums) receivable upon redemption of any Collateral Debt Obligation at maturity or otherwise or upon exercise of any put or call option in respect thereof which is above the outstanding principal amount of any Collateral Debt Obligation;
- (G) all fees and commissions received in connection with the purchase or sale of any Collateral Debt Obligations (including such fees received in relation to Corporate Rescue Loans) or Eligible Investments or work out or restructuring of any Defaulted Obligations or Collateral Debt Obligations as determined by the Collateral Manager in its reasonable discretion;
- (H) all Sale Proceeds received in respect of a Collateral Debt Obligation save for Trading Gains required to be paid into the Interest Account in accordance with Condition 3(j)(ii) (*Interest Account*);
- (I) all Distributions and Sale Proceeds received in respect of Exchanged Security;
- (J) all Collateral Enhancement Debt Obligation Proceeds;
- (K) all Purchased Accrued Interest;
- (L) amounts transferred to the Principal Account from any other Account as required below;
- (M) all proceeds received from any additional issuance of the Notes that are not invested in Collateral Debt Obligations or required to be paid into the Interest Account;
- (N) any other amounts received in respect of the Collateral which are not required to be paid into another Account in accordance with this Condition 3(j) (*Payments to and from the Accounts*);
- (O) all amounts required to be transferred from the relevant Counterparty Downgrade Collateral Account in accordance with these Conditions;
- (P) all amounts transferred from the Expense Reserve Account;
- (Q) all amounts payable into the Principal Account pursuant to paragraph (W) of the Interest Proceeds Priority of Payments upon the failure to meet the Interest Diversion Test on and after the Effective Date and during the Reinvestment Period;
- (R) all principal and interest payments (together with amounts received by way of gross up of such interest and in respect of a claim under any applicable double tax treaty)

received in respect of any Non-Eligible Issue Date Collateral Debt Obligation or any other asset which did not satisfy the Eligibility Criteria on the date it was required to do so and which has not been sold by the Collateral Manager in accordance with Collateral Management Agreement;

- (S) all amounts transferrable to the Principal Account from the Non-Euro Hedge Account pursuant to paragraph (4) of Condition 3(j)(x) (*Non-Euro Hedge Account*) following exchange of such amounts into Euros by the Collateral Administrator on behalf of the Issuer following consultation with the Collateral Manager;
- (T) all net Refinancing Proceeds;
- (U) all amounts transferred from the Contributions Account;
- (V) any other amounts which are not required to be paid into any other Account in accordance with this Condition 3(j) (*Payments to and from the Accounts*); and
- (W) any Collateral Manager Advances designated for such purpose.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Principal Account, provided in each case that amounts deposited in the Principal Account pursuant to paragraph (T) above, shall only be applied in accordance with sub-paragraph (5) below unless, after such application on the relevant date, there is a surplus of such proceeds

- (1) on the Business Day prior to each Payment Date, all Principal Proceeds standing to the credit of the Principal Account to the Payment Account to the extent required for disbursement pursuant to the Principal Proceeds Priority of Payments, save for: (a) amounts deposited after the end of the related Due Period; and (b) any Principal Proceeds deposited prior to the end of the related Due Period to the extent such Principal Proceeds are permitted to be and have been designated for reinvestment by the Collateral Manager (on behalf of the Issuer) pursuant to the Collateral Management Agreement (including any payments to an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction) for a period beyond such Payment Date, provided that (i) if the Coverage Tests are not satisfied, Principal Proceeds from Defaulted Obligations may not be designated for reinvestment by the Collateral Manager (on behalf of the Issuer) until after the following Payment Date and (ii) no such payment shall be made to the extent that such amounts are not required to be distributed pursuant to the Principal Proceeds Priority of Payments on such Payment Date;
- (2) at any time at the discretion of the Collateral Manager, acting on behalf of the Issuer, in accordance with the terms of, and to the extent permitted under, the Collateral Management Agreement, in the acquisition of Collateral Debt Obligations (including amounts equal to the Unfunded Amounts of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations which are required to be deposited in the Unfunded Revolver Reserve Account) and any initial principal exchange amount denominated in Euro and due to an Asset Swap Counterparty pursuant to an Asset Swap Transaction;
- (3) on any Payment Date, at the discretion of the Collateral Manager, acting on behalf of the Issuer, in accordance with and subject to the terms of the Collateral Management Agreement, in payment of the purchase price of any Notes purchased by the Issuer in accordance with Condition 7(k) (*Purchase*);

- (4) on any Business Day falling after the Effective Date, and on or before the first Determination Date following the Issue Date, an amount not exceeding 1.0 per cent. of the Aggregate Collateral Balance may be transferred in aggregate (inclusive of any such amounts transferred from the Unused Proceeds Account pursuant to paragraph (4)(ii) of Condition 3(j)(iii) (*Unused Proceeds Account*)) to the Interest Account, provided that the Effective Date Determination Requirements and the Effective Date S&P Condition following such transfer are satisfied or expected to be satisfied as determined by the Collateral Manager; and
- (5) on any date on which a Refinancing has occurred, all amounts credited to the Principal Account pursuant to paragraph (T) above, to be applied in the redemption of the Class or Classes of Notes that are the subject of such Refinancing subject to and in accordance with Condition 7(b) (*Optional Redemption*).

(ii) Interest Account

The Issuer will procure that the following Interest Proceeds are credited to the Interest Account promptly upon receipt thereof (and, in the case of receipts on any Unhedged Collateral Debt Obligation, provided that any amounts denominated in a currency other than Euro shall be converted into Euro at the Applicable Exchange Rate):

- (A) all cash payments of interest in respect of the Collateral Debt Obligations (save for any Asset Swap Obligation) other than any Purchased Accrued Interest, together with all amounts received by the Issuer by way of gross up in respect of such interest and in respect of a claim under any applicable double taxation treaty but excluding (i) interest proceeds on any Non-Euro Obligation to the extent required to be paid into the Non-Euro Hedge Account and (ii) any interest received in respect of any Defaulted Obligations and Mezzanine Obligation for so long as it is a Defaulted Obligation or Defaulted Deferring Mezzanine Obligation (as applicable) other than Defaulted Obligation Excess Amounts and Defaulted Mezzanine Excess Amounts (as applicable);
- (B) all interest accrued on the Balance standing to the credit of the Interest Account from time to time and all interest accrued in respect of the Balances standing to the credit of the other Accounts (including interest on any Eligible Investments standing to the credit thereof) but excluding any interest on the Balance standing to the credit of the Counterparty Downgrade Collateral Accounts;
- (C) all amendment and waiver fees, all late payment fees, all commitment fees, syndication fees, delayed compensation and all other fees and commissions received in connection with any Collateral Debt Obligations and Eligible Investments as determined by the Collateral Manager in its reasonable discretion (other than fees and commissions received in connection with the purchase or sale of any Collateral Debt Obligations or Eligible Investments or work out or restructuring of any Defaulted Obligations or Collateral Debt Obligations which fees and commissions shall be payable into the Principal Account and shall constitute Principal Proceeds);
- (D) all Scheduled Periodic Asset Swap Counterparty Payments received by the Issuer under an Asset Swap Transaction and all Scheduled Periodic Interest Rate Hedge Counterparty Payments received by the Issuer under an Interest Rate Hedge Transaction (including any amounts received by the Issuer in respect of any Issue Date Interest Rate Hedge Transactions including upon sale of any such Issue Date Interest Rate Hedge Transactions);

- (E) all accrued interest included in the proceeds of sale of any other Collateral Debt Obligation that are designated by the Collateral Manager as Interest Proceeds pursuant to the Collateral Management Agreement (provided that no such designation may be made in respect of (i) any Purchased Accrued Interest, (ii) (1) any interest received in respect of any Mezzanine Obligation for so long as it is a Defaulted Deferring Mezzanine Obligation other than Defaulted Mezzanine Excess Amounts or (2) a Defaulted Obligation save for Defaulted Obligation Excess Amounts);
- (F) all proceeds received during the related Due Period from any additional issuance of Subordinated Notes that are not reinvested or retained for reinvestment in Collateral Debt Obligations;
- (G) all amounts representing the element of deferred interest in any payments received in respect of any Mezzanine Obligation which is not a Defaulted Deferring Mezzanine Obligation which by its contractual terms provides for the deferral of interest;
- (H) amounts transferred to the Interest Account from the Unused Proceeds Account in the circumstances described under Condition 3(j)(iii) (*Unused Proceeds Account*) below;
- (I) all scheduled commitment fees received by the Issuer in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations;
- (J) all amounts received by the Issuer in respect of interest paid in respect of any collateral deposited by the Issuer with a third party as security for any reimbursement or indemnification obligations to any other lender under a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation in an account established pursuant to an ancillary facility;
- (K) all amounts transferred from the Expense Reserve Account;
- (L) all amounts transferred from the Contributions Account;
- (M) any Swap Tax Credit received by the Issuer;
- (N) any reimbursements received by the Issuer in respect of any withholding tax which has been previously withheld;
- (O) any Collateral Manager Advances designated for such purpose;
- (P) any Interest Smoothing Amounts which are required to be transferred from the Interest Smoothing Account;
- (Q) any other amounts payable to the Issuer under any Hedge Transaction save for any Hedge Termination Receipts or Hedge Replacement Receipts;
- (R) amounts transferred from the Principal Account pursuant to Condition 3(j)(i)(4); and
- (S) if the deposit in the Principal Account of any Trading Gains realised in respect of any Collateral Debt Obligation would, in the sole discretion of the Collateral Manager, cause (or would be likely to cause) a Retention Deficiency, Trading Gains in an amount sufficient in order to ensure that no Retention Deficiency occurs.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Interest Account:

- (1) on the Business Day prior to each Payment Date, all Interest Proceeds (save for Swap Tax Credits) standing to the credit of the Interest Account shall be transferred to the Payment Account to the extent required for disbursement

pursuant to the Interest Proceeds Priority of Payments save for amounts deposited after the end of the related Due Period;

- (2) at any time, funds may be transferred to the relevant Non-Euro Hedge Account up to an amount equal to any shortfall in the Balance standing to the credit of such Account with respect to any payment obligation by the Issuer pursuant to Condition 3(j)(x) (Non-Euro Hedge Account) at such time;
- (3) at any time, any amounts payable by the Issuer under any Interest Rate Hedge Transaction save for any Interest Rate Hedge Termination Payments that are Defaulted Hedge Termination Payments;
- (4) at any time in accordance with the terms of, and to the extent permitted under, the Collateral Management Agreement, in the acquisition of Collateral Debt Obligations to the extent that any such acquisition costs represent accrued interest;
- (5) at any time, any Swap Tax Credits shall be paid to the relevant Hedge Counterparty in accordance with the terms of the relevant Hedge Agreement;
- (6) on the Business Day following each Determination Date save for: (i) the first Determination Date following the Issue Date; (ii) a Determination Date following the occurrence of a Note Event of Default which is continuing; and (iii) the Determination Date immediately prior to any redemption of the Notes in full, any Interest Smoothing Amount required to be transferred to the Interest Smoothing Account;
- (7) if applicable, on a Business Day earlier than the Payment Date following the relevant Drawdown Date, any amounts required to repay any Liquidity Drawing on a date earlier than such Payment Date, in accordance with the terms of the Liquidity Facility Agreement; and
- (8) any amounts payable by the Issuer under any Hedge Transaction at any time, save for Hedge Termination Payments or Hedge Replacement Payments.

(iii) Unused Proceeds Account

The Issuer will procure that the following amounts are credited to the Unused Proceeds Account, as applicable:

- (A) an amount equal to the net proceeds of issue of the Notes remaining after payment of:
 - (1) certain fees and expenses due and payable by the Issuer on the Issue Date;
 - (2) amounts payable into the Expense Reserve Account;
 - (3) amounts required for repayment of any amounts borrowed by the Issuer (together with interest thereon) in order to finance the acquisition of certain Collateral Debt Obligations on or prior to the Issue Date pursuant to the Warehouse Arrangements; and
 - (4) amounts payable into the Interest Reserve Account; and
- (B) all proceeds received during the Initial Investment Period from any additional issuance of Notes that are not invested in Collateral Debt Obligations or paid into the Interest Account.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the applicable sub-ledger of the Unused Proceeds Account:

- (1) on or about the Issue Date, any premium payable by the Issuer in connection with the Issue Date Interest Rate Hedge Transactions;
- (2) at any time up to and including the last day of the Initial Investment Period, in accordance with the terms of, and to the extent permitted under, the Collateral Management Agreement, in the acquisition of Collateral Debt Obligations including any amounts payable by the Issuer to an Asset Swap Counterparty in respect of initial principal exchange in relation to an Asset Swap Obligation;
- (3) in the event of the occurrence of an Effective Date Rating Event, the Balance standing to the credit of the Unused Proceeds Account, on the Business Day prior to the Payment Date falling immediately after the Effective Date, to the extent required, to the Payment Account for application as Principal Proceeds in accordance with the Priorities of Payments, in redemption of the Notes in accordance with the Note Payment Sequence or, if earlier, until an Effective Date Rating Event is no longer continuing; and
- (4) on any Business Day falling after the Effective Date, and on or before the first Determination Date following the Issue Date, the Balance standing to the credit of the Unused Proceeds Account, to the Principal Account or the Interest Account, in each case, at the discretion of the Collateral Manager, acting on behalf of the Issuer, provided that as at such date: (i) the Issuer has acquired or entered into binding commitments to acquire Collateral Debt Obligations, the Aggregate Principal Balance of which equals or exceeds the Target Par Amount (after taking into account any transfer in (ii)); and (ii) an amount not exceeding 1.0 per cent. of the Aggregate Collateral Balance may be transferred in aggregate (inclusive of any such amounts transferred from the Principal Account pursuant to paragraph (4) of Condition 3(j)(i) (*Principal Account*)) to the Interest Account.

(iv) Payment Account

The Issuer will procure that the proceeds of any Initial Drawdown and any Subsequent Drawdowns shall be deposited into the Payment Account.

The Issuer will procure that, on the Business Day prior to each Payment Date, all amounts standing to the credit of each of the Accounts which are required to be transferred from the other Accounts to the Payment Account pursuant to Condition 3(i) (*Accounts*) and Condition 3(j) (*Payments to and from the Accounts*) are so transferred, and, on such Payment Date, the Collateral Administrator shall instruct the Account Bank (acting on the basis of the Payment Date Report), to disburse such amounts in accordance with the Priorities of Payments. No amounts shall be transferred to or withdrawn from the Payment Account at any other time or in any other circumstances.

(v) Counterparty Downgrade Collateral Accounts

The Issuer will procure that all Counterparty Downgrade Collateral transferred pursuant to a Hedge Agreement shall be deposited in a separate account in respect of each Hedge Counterparty. All Counterparty Downgrade Collateral deposited from time to time in any Counterparty Downgrade Collateral Account shall be held and released pursuant to the terms set out below.

The funds or securities credited to the applicable Counterparty Downgrade Collateral Account and any interest or distributions thereon or liquidation proceeds thereof are held separate from and do not form part of Principal Proceeds, Interest Proceeds or of Collateral Enhancement

Debt Obligation Proceeds (other than in the circumstances set out below) and accordingly, are not available to fund general distributions of the Issuer (save as set out below and in the applicable Hedge Agreement). The cash amounts standing to the credit of the applicable Counterparty Downgrade Collateral Account shall be segregated on the Custodian's books and records from any other funds from any other party.

Amounts standing to the credit of each Counterparty Downgrade Collateral Account will not be available for the Issuer to make payments to the Noteholders nor any other creditor of the Issuer (other than in the circumstances set out below). The Issuer will procure the payment of the following amounts (and shall ensure that no other payments are made, save to the extent required hereunder):

- (A) prior to the occurrence or designation of an "Early Termination Date" (as defined in the relevant Hedge Agreement) in respect of all "Transactions" (as defined in the relevant Hedge Agreement) entered into under the relevant Hedge Agreement pursuant to which all "Transactions" under and as defined in such Hedge Agreement are terminated early, solely in or towards payment or transfer of:
 - (1) any "Return Amounts" (as defined in the applicable "Credit Support Annex" of the applicable Hedge Agreement);
 - (2) any "Interest Amounts" and "Distributions" (each as defined in the applicable "Credit Support Annex" of the applicable Hedge Agreement) or such other equivalent amounts representing equivalent payments; and
 - (3) any return of collateral to the relevant Hedge Counterparty upon a novation of its obligations under such Hedge Agreement to a replacement Hedge Counterparty, directly to such Hedge Counterparty,

in each case in accordance with the applicable Hedge Agreement;

- (B) following the designation of an "Early Termination Date" (as defined in the relevant Hedge Agreement) in respect of all "Transactions" under and as defined in a Hedge Agreement pursuant to which all "Transactions" under and as defined in such Hedge Agreement are terminated early where (X) an "Event of Default" (as defined in such Hedge Agreement) in respect of the relevant Hedge Counterparty or an "Additional Termination Event" (as defined in such Hedge Agreement) in relation to which the relevant Hedge Counterparty is the sole "Affected Party" (as defined in such Hedge Agreement) and (Y) the Issuer enters into a replacement Hedge Agreement or any novation of the relevant Hedge Counterparty's obligations to a replacement Hedge Counterparty, in the following order of priority:
 - (1) first, in or towards payment of any Hedge Replacement Payment (in respect of replacement hedge transactions relating to such terminated "Transactions" (as defined in the relevant Hedge Agreement)) (to the extent not funded from the Hedge Termination Account);
 - (2) second, in or towards payment of any Hedge Termination Payment relating to such terminated "Transactions" (as defined in the relevant Hedge Agreement) (to the extent not funded from the Hedge Termination Account); and
 - (3) third, the surplus remaining (if any) standing to the credit of the applicable Counterparty Downgrade Collateral Account (the "**Counterparty Downgrade Collateral Account Surplus**") be transferred to the Principal Account;

- (C) following the designation of an “Early Termination Date” (as defined in the relevant Hedge Agreement) in respect of all “Transactions” under and as defined in the relevant Hedge Agreement pursuant to which all “Transactions” under and as defined in such Hedge Agreement are terminated early (A) other than in respect of a “Event of Default” (as defined in such Hedge Agreement) in respect of the relevant Hedge Counterparty and other than in respect of an “Additional Termination Event” (as defined in such Hedge Agreement) in relation to which the relevant Hedge Counterparty is the sole “Affected Party” (as defined in such Hedge Agreement) and (B) the Issuer enters into a replacement Hedge Agreement or any novation of the relevant Hedge Counterparty’s obligations to a replacement Hedge Counterparty, in the following order of priority:
- (1) first, in or towards payment of any Hedge Termination Payment relating to such terminated “Transactions” (as defined in the relevant Hedge Agreement) (to the extent not funded from the Hedge Termination Account);
 - (2) second, in or towards payment of any Hedge Replacement Payment (in respect of replacement hedge transactions relating to such terminated “Transactions” (as defined in the relevant Hedge Agreement)) (to the extent not funded from the Hedge Termination Account); and
 - (3) third, the Counterparty Downgrade Collateral Account Surplus to be transferred to the Principal Account, and
- (D) following the designation of an “Early Termination Date” (as defined in the relevant Hedge Agreement) in respect of all “Transactions” under and as defined in the relevant Hedge Agreement pursuant to which all “Transactions” under and as defined in the relevant Hedge Agreement are terminated early, if for any reason the Issuer is unable to or elects not to enter into a replacement Hedge Agreement or any novation of the relevant Hedge Counterparty’s obligations to a replacement Hedge Counterparty, in the following order of priority:
- (1) first, in or towards payment of any Hedge Termination Payment relating to such terminated “Transactions” (as defined in the relevant Hedge Agreement) (to the extent not funded from the Hedge Termination Account); and
 - (2) second, the Counterparty Downgrade Collateral Account Surplus to be transferred to the Principal Account.

(vi) Collateral Enhancement Account

The Issuer will procure that, on each Payment Date, any Collateral Enhancement Amount applied in payment into the Collateral Enhancement Account pursuant to paragraph (DD) of the Interest Proceeds Priority of Payments, is credited to the Collateral Enhancement Account together with, at any time, the proceeds of a Collateral Manager Advance, to the extent not applied in the acquisition of or, in respect of any exercise of any option or warrant comprised in, one or more Collateral Enhancement Debt Obligations (in accordance with the terms of the Collateral Management Agreement).

The Issuer will (at the direction of the Collateral Manager which shall be made in its sole discretion) procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Collateral Enhancement Account at the discretion of the Collateral Manager:

- (1) at any time, to the Principal Account for either (x) during the Reinvestment Period to reinvest in Substitute Collateral Debt Obligations or invest in

additional Collateral Debt Obligations or (y) otherwise for distribution on the next following Payment Date in accordance with the Priorities of Payments, but only to the extent that such payment into the Principal Account would not cause (or would not be likely to cause) an EU Retention Deficiency;

- (2) any time, in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Debt Obligations, in accordance with the terms of the Collateral Management Agreement;
- (3) any time, at the direction of the Issuer (or the Collateral Manager acting on its behalf), to purchase any Rated Notes in accordance with Condition 7(k) (*Purchase*);
- (4) at any time, at the direction of the Issuer (or the Collateral Manager acting on its behalf), to the Interest Account for distribution in accordance with the Priorities of Payments;
- (5) the occurrence of an Effective Date Rating Event, on the Business Day prior to the Payment Date falling immediately after the Effective Date, to the extent required, to the Payment Account for application as Principal Proceeds in accordance with the Priorities of Payments, in redemption of the Notes in accordance with the Note Payment Sequence or, if earlier until an Effective Date Rating Event is no longer continuing; and
- (6) the Balance standing to the credit of the Collateral Enhancement Account to the Payment Account for distribution on such Payment Date in accordance with the Principal Proceeds Priority of Payments or the Post-Acceleration Priorities of Payments (as applicable) (1) at the direction of the Collateral Manager at any time prior to a Note Event of Default or (2) automatically upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*).

(vii) Unfunded Revolver Reserve Account

The Issuer shall procure the following amounts are paid into the Unfunded Revolver Reserve Account:

- (A) upon the acquisition by or on behalf of the Issuer of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, an amount (such amount the “**Revolver Reserve Commitment**”) equal to the amount which would cause the Balance standing to the credit of the Unfunded Revolver Reserve Account to be at least equal to the combined aggregate principal amounts of the Unfunded Amounts under each of the Revolving Obligations and Delayed Drawdown Collateral Debt Obligations (which Unfunded Amounts will be treated as part of the purchase price for the related Revolving Obligation or Delayed Drawdown Collateral Debt Obligation) less (i) amounts posted thereafter as collateral (which do not constitute Funded Amounts), in each case, pursuant to the provisions (2) or (3) below, as applicable;
- (B) all principal payments received by the Issuer in respect of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, if and to the extent that the amount of such principal payments may be re borrowed under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation or otherwise by the Collateral Manager, acting on behalf of the Issuer; and
- (C) all repayments of collateral to the Issuer originally paid by the Issuer pursuant to (2) below.

The Issuer shall procure payment of the following amounts (and shall ensure that no other amounts are paid) out of the Unfunded Revolver Reserve Account:

- (1) all amounts required to fund any drawings under any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation;
- (2) in respect of Delayed Drawdown Collateral Debt Obligations or Revolving Obligations, all amounts required to be deposited in the Issuer's name with any third party which satisfies the Rating Requirement applicable to an Account Bank (or if the third party does not satisfy the Rating Requirement applicable to an Account Bank, subject to receipt of Rating Agency Confirmation) as collateral for any funding obligations of the Issuer in respect of a Delayed Drawdown Collateral Debt Obligation or Revolving Obligation including but not limited to reimbursement or indemnification obligations of the Issuer owed to any other lender under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation (subject to such security documentation as may be agreed between such lender, the Collateral Manager acting on behalf of the Issuer and the Trustee);
- (3) (x) at any time at the direction of the Collateral Manager (acting on behalf of the Issuer) or (y) upon the sale (in whole or in part) of a Revolving Obligation or the reduction, cancellation or expiry of any commitment of the Issuer to make future advances or otherwise extend credit thereunder, any excess of (a) the amount standing to the credit of the Unfunded Revolver Reserve Account over (b) the sum of the Unfunded Amounts of all Revolving Obligations and Delayed Drawdown Collateral Debt Obligations after taking into account such sale or such reduction, cancellation or expiry of such commitment or notional amount to the Principal Account;
- (4) all interest accrued on the Balance standing to the credit of the Unfunded Revolver Reserve Account from time to time (including capitalised interest received upon the sale, maturity or termination of any Eligible Investment) to the Interest Account; and
- (5) at the discretion of the Collateral Manager, acting on behalf of the Issuer, to the Principal Account, to the extent that the Revolver Reserve Commitment would still be satisfied following such transfer.

(viii) Contributions Account

At any time during or after the Reinvestment Period, any Contributor may make a Contribution to the Issuer. The Collateral Manager, on behalf of the Issuer, may accept or reject any Contribution in its reasonable discretion (and will notify the Trustee in writing of any such acceptance); provided that in the case of clause (ii) of the definition of "Contribution", such notice must be provided no later than two (2) Business Days prior to the applicable Payment Date. Each accepted Contribution will be credited to the Contributions Account.

The Issuer will procure payment of Contributions standing to the credit of the Contributions Account (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Contributions Account as directed by the Contributor at the time the relevant Contribution is made or, if no direction is given by the Contributor, at the Collateral Manager's reasonable discretion, as follows:

- (A) at any time, to the Principal Account for distribution on the next following Payment Date in accordance with the Priorities of Payments;
- (B) at any time, at the direction of the Issuer (or the Collateral Manager acting on its behalf), to the Interest Account for distribution in accordance with the Priorities of Payments;
- (C) at any time, in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Debt Obligations, in accordance with the terms of the Collateral Management Agreement;
- (D) at any time, at the direction of the Issuer (or the Collateral Manager acting on its behalf), to purchase any Rated Notes in accordance with Condition 7(k) (*Purchase*);
- (E) following the occurrence of an Effective Date Rating Event that is continuing, on the Business Day prior to the Payment Date falling immediately after the Effective Date, to the extent required, to the Payment Account for application as Principal Proceeds in accordance with the Priorities of Payments, in redemption of the Notes in accordance with the Note Payment Sequence until an Effective Date Rating Event is no longer continuing; and
- (F) on the Business Day prior to any Payment Date, the Balance standing to the credit of the Contributions Account to the Payment Account for distribution on such Payment Date in accordance with the Principal Proceeds Priority of Payments or the Post-Acceleration Priority of Payments (as applicable) (1) at the direction of the Collateral Manager at any time prior to a Note Event of Default or (2) automatically upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*).

No Contribution or portion thereof accepted by the Collateral Manager will be returned to the Contributor at any time save for in accordance with the Priorities of Payments. All interest accrued on amounts standing to the credit of the Contributions Account will be transferred to the Interest Account for application as Interest Proceeds. For the avoidance of doubt, any amounts standing to the credit of the Contributions Account pursuant to clause (ii) of the definition of “Contribution” will be deemed for all purposes as having been paid to the Contributor pursuant to the Priorities of Payments.

(ix) Hedge Termination Account

The Issuer will procure that all Hedge Termination Receipts and Hedge Replacement Receipts are paid into the relevant Hedge Termination Account promptly upon receipt thereof.

The Issuer will procure payment of the following amounts (and shall ensure that payment of no other amount is made save to the extent otherwise permitted) out of the relevant Hedge Termination Account in payment as provided below:

- (A) at any time, in the case of any Hedge Replacement Receipts paid into the relevant Hedge Termination Account, in payment of any Hedge Termination Payment due and payable to a Hedge Counterparty under the Hedge Transaction being replaced or to the extent not required to make such payment, in payment of such amount to the Principal Account;
- (B) at any time, in the case of any Hedge Termination Receipts paid into the relevant Hedge Termination Account, in payment of any Hedge Replacement Payment and any other amounts payable by the Issuer upon entry into a Replacement Interest Rate Hedge Transaction or a Replacement Asset Swap Transaction, as applicable in accordance with the Collateral Management Agreement; and

(C) in the case of any Hedge Termination Receipts paid into the relevant Hedge Termination Account, in the event that:

- (1) the Issuer, or the Collateral Manager on its behalf, determines not to replace the Hedge Transaction (or part thereof) and Rating Agency Confirmation is received in respect of such determination; or
- (2) termination of the Hedge Transaction (in whole or in part) under which such Hedge Termination Receipts are payable occurs on a Redemption Date (other than in connection with a Refinancing); or
- (3) to the extent that such Hedge Termination Receipts are not required for application towards costs of entry into a Replacement Interest Rate Hedge Transaction or a Replacement Asset Swap Transaction, as applicable,

(D) payment of such amounts (save for accrued interest thereon) to the Principal Account.

(x) Non-Euro Hedge Account

The Issuer will procure that all amounts due to the Issuer in respect of each Asset Swap Obligation (including, any payments from an Asset Swap Counterparty in respect of initial principal exchange amounts pursuant to an Asset Swap Transaction but excluding amounts described in Conditions 3(j)(i)(B) and 3(j)(i)(D)) shall, on receipt, be deposited in the Non-Euro Hedge Account maintained in the currency of such Asset Swap Obligation. Additional amounts may also be transferred to the relevant Non-Euro Hedge Account from the Interest Account at any time to the extent of any shortfall in the Balance standing to the credit of the relevant Non-Euro Hedge Account in respect of any payment required to be made by the Issuer pursuant to (2) below at such time.

The Issuer will procure payment of the following amounts (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the relevant Non-Euro Hedge Account:

- (1) at any time, to the extent of any initial principal exchange amount deposited into the relevant Non-Euro Hedge Account in accordance with the terms of and to the extent permitted under the Collateral Management Agreement, in the acquisition of Asset Swap Obligations;
- (2) Scheduled Periodic Asset Swap Issuer Payments due to each Asset Swap Counterparty pursuant to each Asset Swap Transaction;
- (3) Asset Swap Issuer Principal Exchange Amounts (other than any initial asset swap principal exchange amount denominated in Euro and due to an Asset Swap Counterparty pursuant to an Asset Swap Transaction, which shall be paid from the Principal Account or Unused Proceeds Account) due to each Asset Swap Counterparty pursuant to each Asset Swap Transaction; and
- (4) cash amounts (representing any excess standing to the credit of the relevant Non-Euro Hedge Account after provisioning for any amounts to be paid to any Asset Swap Counterparty pursuant to any Asset Swap Transaction) to the Principal Account after conversion thereof into Euro at the then Applicable Exchange Rate.

(xi) Expense Reserve Account

The Issuer shall procure that the following amounts are paid into the Expense Reserve Account:

- (A) an amount determined on the Issue Date for the payment of amounts due or accrued in connection with the issue of the Notes, in accordance with (1) below;
- (B) any Ongoing Expense Reserve Amount applied in payment into the Expense Reserve Account pursuant to paragraph (D) of the Interest Proceeds Priority of Payments and (A) of the Principal Proceeds Priority of Payments; and
- (C) any amounts received by the Issuer by way of indemnity payments from a Secured Party (“**Third Party Indemnity Receipts**”).

The Issuer shall procure payment of the following amounts (and shall procure that no other amounts are paid) out of the Expense Reserve Account:

- (1) other than Third Party Indemnity Receipts, amounts due or accrued with respect to actions taken on or in connection with the Issue Date with respect to the issue of the Notes and the entry into the Transaction Documents;
- (2) other than Third Party Indemnity Receipts, subject to payment of any amounts referred to in paragraph (3) below, amounts standing to the credit of the Expense Reserve Account on or after the Determination Date immediately preceding the first Payment Date may be transferred to the Principal Account and/or the Interest Account in the sole discretion of the Issuer (or the Collateral Manager acting on its behalf);
- (3) other than Third Party Indemnity Receipts, at any time other than between a Determination Date and a Payment Date, the amount of, firstly, any Trustee Fees and Expenses and, secondly, Administrative Expenses which have accrued and become payable prior to the immediately following Payment Date, upon receipt of invoices therefor from the relevant creditor, provided that any such payments, in aggregate, shall not cause the balance of the Expense Reserve Account to fall below zero;
- (4) other than Third Party Indemnity Receipts, on the Business Day prior to each Payment Date, the Balance of the Expense Reserve Account shall be transferred to the Payment Account for application in accordance with the Interest Proceeds Priority of Payments on such Payment Date;
- (5) on any date, any Third Party Indemnity Receipts due and payable by the Issuer to the Trustee, in an amount which shall not at any time exceed the lesser of (i) the amount paid into the Expense Reserve Account in accordance with paragraph (C) above; and (ii) the amount of any indemnity payments payable by the Issuer to the Trustee. Any such amount so paid shall not be taken into account for the purposes of the application of the Senior Expenses Cap;
- (6) any Third Party Indemnity Receipts in excess of (5) above shall be transferred to the Payment Account on the Business Day prior to each Payment Date for application in accordance with the Interest Proceeds Priority of Payments on such Payment Date; and
- (7) other than Third Party Indemnity Receipts, at any time, the amount of any tax that has become due and payable prior to the immediately following Payment Date, as certified by an Authorised Officer of the Issuer, provided that any such payments, in aggregate and together with any other payments out of the Expense Reserve Account on the relevant date, shall not cause the balance of the Expense Reserve Account to fall below zero.

(xii) Interest Reserve Account

The Issuer shall procure that on or about the Issue Date €3,100,000 is paid into the Interest Reserve Account.

At any time up to and including the last day of the Initial Investment Period, the Collateral Manager, in its sole discretion (acting on behalf of the Issuer), may direct some or all amounts standing to the credit of the Interest Reserve Account to be used for the acquisition of Collateral Debt Obligations, subject to and in accordance with the Collateral Management Agreement. Following the Initial Investment Period, all amounts standing to the credit of the Interest Reserve Account (including all interest accrued thereon) shall be transferred to the Payment Account for disbursement pursuant to the Interest Proceeds Priority of Payments.

(xiii) Interest Smoothing Account

On the Business Day following each Determination Date save for:

- (A) the first Determination Date following the Issue Date;
- (B) a Determination Date following the occurrence of a Note Event of Default which is continuing; and
- (C) the Determination Date immediately prior to any redemption of the Notes in full,

the Interest Smoothing Amount shall be credited to the Interest Smoothing Account from the Interest Account.

The Issuer shall procure on the Business Day falling after the Payment Date following the Determination Date on which any Interest Smoothing Amount was transferred to the Interest Smoothing Account, such Interest Smoothing Amount to be transferred to the Interest Account.

(k) *Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*

Subject as further provided below, the Collateral Administrator shall, on behalf of the Issuer on a Partial Redemption Date instruct the Account Bank to disburse Refinancing Proceeds received in respect of the Optional Redemption in part of any Class or Classes of Rated Notes and Partial Redemption Interest Proceeds transferred to the Payment Account, in each case, in accordance with the following order of priority:

- (i) to the payment of accrued and unpaid Trustee Fees and Expenses, to the extent incurred in connection with such Optional Redemption in part;
- (ii) to the payment of Administrative Expenses in the priority stated in the definition thereof, to the extent incurred in connection with any Optional Redemption in part;
- (iii) to the redemption of the Class or Classes of Rated Notes to be redeemed in part at the applicable Redemption Prices (in the case of any Partial Redemption Date that is a Payment Date without duplication of any amounts due to be received by any Class of Notes pursuant to the Principal Proceeds Priority of Payment, the Interest Proceeds Priority of Payment and Post-Acceleration Priority of Payments); and
- (iv) any remaining amounts to be deposited in the Interest Account as Interest Proceeds.

4. Security

(a) Security

Pursuant to the Trust Deed, the obligations of the Issuer under the Notes of each Class, the Trust Deed, the Agency Agreement, the Collateral Management Agreement and the other Transaction Documents (together with the obligations owed by the Issuer to the other Secured Parties) are secured in favour of the Trustee for the benefit of the Secured Parties by:

- (i) an assignment by way of security of all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations, Exchanged Securities, Collateral Enhancement Debt Obligations, Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Accounts) and any other investments (other than any Counterparty Downgrade Collateral), in each case held by the Issuer from time to time (where such rights are contractual rights (other than contractual rights the assignment of which would require the consent of a third party or the entry by the Trustee into an intercreditor agreement or deed) and where such contractual rights arise other than under securities), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;
- (ii) a first fixed charge and first priority security interest granted over all the Issuer's present and future rights, title and interest (and all entitlements or other benefits relating thereto) in respect of all Collateral Debt Obligations, Exchanged Security, Collateral Enhancement Debt Obligations, Eligible Investments standing to the credit of each of the Accounts (other than the Counterparty Downgrade Collateral Accounts) and any other investments (other than any Counterparty Downgrade Collateral), in each case held by the Issuer (where such assets are securities or contractual rights not assigned by way of security pursuant to paragraph (i) above and which are capable of being the subject of a first fixed charge and first priority security interest), including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof;
- (iii) a first fixed charge over all present and future rights of the Issuer in respect of each of the Accounts and all moneys from time to time standing to the credit of such Accounts (other than the Counterparty Downgrade Collateral Accounts) and the debts represented thereby and including, without limitation, all interest accrued and other moneys received in respect thereof;
- (iv) a first fixed charge and first priority security interest (where the applicable assets are securities) over, or an assignment by way of security (where the applicable rights are contractual obligations) of, all present and future rights of the Issuer in respect of any Counterparty Downgrade Collateral standing to the credit of each Counterparty Downgrade Collateral Account; including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof and over each Counterparty Downgrade Collateral Account and all moneys from time to time standing to the credit of each Counterparty Downgrade Collateral Account and the debts represented thereby including without limitation, all interest accrued and other monies received in respect thereof, subject, in each case to the rights of any Hedge Counterparty to the applicable Counterparty Downgrade

Collateral Account pursuant to the terms of the relevant Hedge Agreement and these Conditions (and, in each case, subject to any prior ranking security interest entered into by the Issuer in relation thereto in favour of a Hedge Counterparty);

- (v) an assignment by way of security of all the Issuer's present and future rights against the Custodian under the Agency Agreement (to the extent it relates to the Custody Account) and a first fixed charge over all of the Issuer's right, title and interest in and to the Custody Account (including each cash account relating to the Custody Account) and any cash held therein and the debts represented thereby;
- (vi) an assignment by way of security of all the Issuer's present and future rights under each Hedge Agreement and each Hedge Transaction entered into thereunder (including the Issuer's rights under any guarantee or credit support annex entered into pursuant to any Hedge Agreement, provided that such assignment by way of security shall not in any way restrict the release of collateral granted thereunder in whole or in part at any time pursuant to the terms thereof);
- (vii) an assignment by way of security of all the Issuer's present and future rights under the Collateral Management Agreement and all sums derived therefrom;
- (viii) a first fixed charge over all moneys held from time to time by the Principal Paying Agent and any other Agent for payment of principal, interest or other amounts on the Notes (if any);
- (ix) an assignment by way of security of all the Issuer's present and future rights under the Agency Agreement and the Placement Agency Agreement and all sums derived therefrom;
- (x) an assignment by way of security of all the Issuer's present and future rights under the EU Retention Letter and all sums derived therefrom;
- (xi) an assignment by way of security of all the Issuer's present and future rights under the Collateral Acquisition Agreements and all sums derived therefrom;
- (xii) an assignment by way of security of all of the Issuer's present and future rights under the other Transaction Documents and all sums derived therefrom;
- (xiii) an assignment by way of security of all the Issuer's present and future rights under the Liquidity Facility Agreement and all sums derived therefrom; and
- (xiv) a floating charge over the whole of the Issuer's undertaking and assets to the extent that such undertaking and assets are not subject to any other security created pursuant to the Trust Deed,

excluding for the purpose of (i) to (xiv) above, (A) amounts standing to the credit of the Issuer Profit Account and all monies from time to time standing to the credit thereof and the debts represented thereby, including all interest accrued and other monies received in respect thereof and (B) the rights of the Issuer under the Corporate Services Agreement.

The security will extend to the ultimate balance of obligations of the Issuer owed to the Secured Parties, regardless of any intermediate payment or discharge in part.

If, for any reason, the purported assignment by way of security of, and/or the grant of first fixed charge over, the property, assets, rights and/or benefits described above is found to be ineffective in respect of any such property, assets, rights and/or benefits (together, the "**Affected Collateral**"), the Issuer shall hold to the fullest extent permitted under Irish mandatory law the benefit of the Affected Collateral and any sums received in respect thereof or any security interest, guarantee or indemnity or undertaking of whatever nature given to secure such Affected Collateral (together, the "**Trust Collateral**") on trust for the Trustee for the benefit of the Secured Parties and shall (i) account to the

Trustee for or otherwise apply all sums received in respect of such Trust Collateral as the Trustee may direct (provided that, subject to the Conditions and the terms of the Collateral Management Agreement, if no Note Event of Default has occurred and is continuing, the Issuer shall be entitled to apply the benefit of such Trust Collateral and such sums in respect of such Trust Collateral received by it and held on trust under this paragraph without prior direction from the Trustee), (ii) exercise any rights it may have in respect of the Trust Collateral at the direction of the Trustee and (iii) at its own cost take such action and execute such documents as the Trustee may in its sole discretion require.

The Issuer may from time to time grant security:

- (i) by way of a first priority security interest to a Hedge Counterparty over:
 - (A) the Counterparty Downgrade Collateral deposited by such Hedge Counterparty in the Counterparty Downgrade Collateral Account related to such Hedge Counterparty including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof; and
 - (B) the Counterparty Downgrade Collateral Account related to such Hedge Counterparty, all moneys from time to time standing to the credit of such Counterparty Downgrade Collateral Account and the debts represented thereby including without limitation, all interest accrued and other monies received in respect thereof,

in each case, as security for the Issuer's obligations to repay or redeem such Counterparty Downgrade Collateral pursuant to the terms of the applicable Hedge Agreement and these Conditions (subject to such security documentation as may be agreed between such third party, the Collateral Manager acting on behalf of the Issuer and the Trustee). For the avoidance of doubt, the Issuer may grant such security interest directly to the Hedge Counterparty; and/or

- (ii) by way of first priority security interest over amounts representing all or part of the Unfunded Amount of any Revolving Obligation or Delayed Drawdown Collateral Debt Obligation and deposited in its name with a third party as security for any payment obligations of the Issuer in respect of such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation including but not limited to reimbursement or indemnification obligation of the Issuer owed to any other lender under such Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, subject to the terms of Condition 3(i)(vii) (*Unfunded Revolver Reserve Account*) (including Rating Agency Confirmation).

All deeds, documents, assignments, instruments, bonds, notes, negotiable instruments, papers and any other instruments comprising, evidencing, representing and/or transferring the Portfolio will be deposited with or held by or on behalf of the Custodian until the security over such obligations is irrevocably discharged in accordance with the provisions of the Trust Deed. In the event that the ratings of the Custodian are downgraded to below the Rating Requirement or withdrawn, the Issuer shall use reasonable endeavours to procure that a replacement Custodian with the Rating Requirement and who is appointed on substantially the same terms under the Agency Agreement.

Pursuant to the terms of the Trust Deed, the Trustee is exempted from any liability in respect of any loss or theft or reduction in value of the Collateral, from any obligation to insure the Collateral and from any claim arising from the fact that the Collateral is held in a clearing system or in safe custody by the Custodian, a bank or other custodian. The Trustee has no responsibility for ensuring that the Custodian, the Account Bank or any Hedge Counterparty satisfies the Rating Requirement applicable to it or, in the event of its failure to satisfy such Rating Requirement, to procure the appointment of a

replacement custodian, account bank or hedge counterparty. The Trustee has no responsibility for the management of the Portfolio by the Collateral Manager or to supervise the administration of the Portfolio by the Collateral Administrator or by any other party and is entitled to rely on the certificates or notices of any relevant party without further enquiry and without liability. The Trust Deed also provides that the Trustee shall accept without investigation, requisition or objection such right, benefit, title and interest, if any, as the Issuer may have in and to any of the Collateral and is not bound to make any investigation into the same or into the Collateral in any respect.

(b) Application of Proceeds upon Enforcement

The Trust Deed provides that the net proceeds of realisation of, or enforcement with respect to the security over, the Collateral constituted by the Trust Deed, shall be applied in accordance with the Post-Acceleration Priority of Payments set out in Condition 11 (*Enforcement*).

(c) Limited Recourse and Non-Petition

The obligations of the Issuer to pay amounts due and payable in respect of the Notes and to the other Secured Parties at any time shall be limited to the proceeds available at such time to make such payments in accordance with the Priorities of Payments. If the net proceeds of realisation of the security constituted by the Trust Deed, upon enforcement thereof in accordance with Condition 11 (*Enforcement*) and the provisions of the Trust Deed are less than the aggregate amount payable in such circumstances by the Issuer in respect of the Notes and to the other Secured Parties (such negative amount being referred to herein as a “**shortfall**”), the obligations of the Issuer in respect of the Notes of each Class and its obligations to the other Secured Parties in such circumstances will be limited to such net proceeds, which shall be applied in accordance with the Priorities of Payments. In such circumstances, the other assets (including the Issuer Profit Account and all amounts standing to the credit thereof and its rights under the Corporate Services Agreement) of the Issuer will not be available for payment of such shortfall which shall be borne by the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders, the Subordinated Noteholders and the other Secured Parties in accordance with the Priorities of Payments (applied in reverse order). The rights of the Secured Parties (including the Noteholders) to receive any further amounts in respect of such obligations shall be extinguished and none of the Noteholders of each Class or the other Secured Parties may take any further action to recover such amounts. None of the Noteholders of any Class, the Trustee or the other Secured Parties (nor any other person acting on behalf of any of them) shall be entitled at any time to institute against the Issuer, or join in any institution against the Issuer of, any bankruptcy, reorganisation, arrangement, examinership, insolvency, winding up or liquidation proceedings or other proceedings under any applicable bankruptcy or similar law in connection with any obligations of the Issuer relating to the Notes of any Class, the Trust Deed or otherwise owed to the Secured Parties, save for lodging a claim in the liquidation of the Issuer which is initiated by another non-Affiliated party or taking proceedings to obtain a declaration as to the obligations of the Issuer and without limitation to the Trustee’s right to enforce and/or realise the security constituted by the Trust Deed (including by appointing a receiver or an administrative receiver).

None of the Trustee, the Placement Agent, the Collateral Manager, nor any Agent has any obligation to any Noteholder of any Class for payment of any amount by the Issuer in respect of the Notes of any Class.

(d) Exercise of Rights in Respect of the Portfolio

Pursuant to the Collateral Management Agreement, the Issuer authorises the Collateral Manager, prior to enforcement of the security over the Collateral, to exercise all rights and remedies of the Issuer in its capacity as a holder of, or person beneficially entitled to, the Portfolio. In particular, the Collateral Manager is authorised, subject to any specific direction given by the Issuer, to attend and

vote at any meeting of holders of, or other persons interested or participating in, or entitled to the rights or benefits (or a part thereof) under, the Portfolio and to give any consent, waiver, indulgence, time or notification, make any declaration or agree any composition, compounding or other similar arrangement with respect to any obligations forming part of the Portfolio.

(e) Information Regarding the Collateral

The Issuer shall procure that a copy of each Monthly Report and any Payment Date Report is made available within two Business Days of publication, to each Noteholder of each Class upon request in writing therefor and that copies of each such Report are made available to the Trustee, the Collateral Manager, each Hedge Counterparty, the Liquidity Facility Provider, and the Rating Agencies within two Business Days of publication thereof.

5. Covenants of and Restrictions on the Issuer

(a) Covenants of the Issuer

Unless otherwise provided in the Trust Deed, the Issuer covenants to the Trustee on behalf of the holders of the Notes that, for so long as any Note remains Outstanding, the Issuer will:

- (i) take such steps as are reasonable to enforce all its rights:
 - (A) under the Trust Deed;
 - (B) in respect of the Collateral;
 - (C) under the Agency Agreement;
 - (D) under the Collateral Management Agreement;
 - (E) under the Corporate Services Agreement;
 - (F) under the Collateral Acquisition Agreements;
 - (G) under the EU Retention Letter; and
 - (H) under any Hedge Agreements;
- (ii) comply with its obligations under the Notes, the Trust Deed, the Agency Agreement, the Collateral Management Agreement and each other Transaction Document to which it is a party;
- (iii) keep proper books of account;
- (iv) at all times maintain its tax residence outside the United Kingdom and the United States and will not establish a branch, agency (other than the appointment of the Collateral Manager and the Collateral Administrator pursuant to the Collateral Management Agreement) or place of business or register as a company in the United Kingdom or the United States or elsewhere outside of Ireland, and shall not do or permit anything within its control which might result in its residence being considered to be outside of Ireland for tax purposes;
- (v) pay its debts generally as they fall due;
- (vi) do all such things as are necessary to maintain its corporate existence;
- (vii) use its best endeavours to obtain and maintain the listing on the regulated market of the Irish Stock Exchange of the outstanding Notes of each Class. If, however, it is unable to do so, having used such endeavours, or if the maintenance of such listings are agreed by the Trustee to be unduly onerous and the Trustee is satisfied that the interests of the holders of the

Outstanding Notes of each Class would not thereby be materially prejudiced, the Issuer will instead use all reasonable endeavours promptly to obtain and thereafter to maintain a listing for such Notes on such other stock exchange(s) as it may (with the prior written approval of the Trustee) decide, provided that any such other stock exchange is (a) a recognised stock exchange for the purposes of section 64 of the Taxes Consolidation Act 1997 of Ireland and (b) a recognised stock exchange for the purposes of section 1005 of the United Kingdom Income Tax Act 2007;

- (viii) supply such information to the Rating Agencies as they may reasonably request;
- (ix) ensure that its “centre of main interests” (as that term is referred to in article 3(1) of Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings) and its tax residence is and remains at all times in Ireland; and
- (x) ensure an agent is appointed to assist in enabling the Rating Agencies to comply with Rule 17g-5 in respect of the Issuer and the Notes.

(b) Restrictions on the Issuer

For so long as any of the Notes remain Outstanding, save as contemplated in the Transaction Documents, the Issuer covenants to the holders of such Outstanding Notes that (to the extent applicable) it will not, without the prior written consent of the Trustee:

- (i) sell, factor, discount, transfer, assign, lend or otherwise dispose of any of its right, title or interest in or to the Collateral, other than in accordance with the Collateral Management Agreement, nor will it create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over the Collateral except in accordance with the Trust Deed, these Conditions or the Transaction Documents;
- (ii) sell, factor, discount, transfer, assign, lend or otherwise dispose of, nor create or permit to be outstanding any mortgage, pledge, lien, charge, encumbrance or other security interest over, any of its other property or assets or any part thereof or interest therein other than in accordance with the Trust Deed, these Conditions or the Transaction Documents;
- (iii) engage in any business other than the holding and managing or both the holding and managing of “qualifying assets” within the meaning of Section 110 of the Taxes Consolidation Act 1997, as amended, of Ireland and in connection therewith shall not engage in any business other than:
 - (A) acquiring and holding any property, assets or rights that are capable of being effectively secured in favour of the Trustee or that are capable of being held on trust by the Issuer in favour of the Trustee under the Trust Deed;
 - (B) issuing and performing its obligations under the Notes;
 - (C) entering into, exercising its rights and performing its obligations under or enforcing its rights under the Trust Deed, the Agency Agreement, the Collateral Management Agreement and each other Transaction Document to which it is a party, as applicable;
 - (D) performing any act incidental to or necessary in connection with any of the above;
 - (E) amending any term or Condition of the Notes of any Class (save in accordance with these Conditions and the Trust Deed); or
 - (F) agreeing to any amendment to any provision of, or granting any waiver or consent under, the Trust Deed, the Agency Agreement, the Collateral Management Agreement,

the Corporate Services Agreement or any other Transaction Document to which it is a party;

- (iv) incur any indebtedness for borrowed money, other than in respect of:
 - (A) the Notes (including the issuance of additional Notes pursuant to Condition 17 (*Additional Issuance*)) or any document entered into in connection with the Notes or the sale thereof or any additional Notes or the sale thereof;
 - (B) any Refinancing; or
 - (C) as otherwise contemplated or permitted pursuant to the Trust Deed, the Collateral Management Agreement or the other Transaction Documents;
- (v) amend its constitutional documents;
- (vi) have any subsidiaries or establish any offices, branches or other “establishment” (as that term is used in article 2(h) of Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings) outside of Ireland;
- (vii) have any employees (for the avoidance of doubt the directors of the Issuer do not constitute employees);
- (viii) enter into any reconstruction, amalgamation, merger or consolidation;
- (ix) convey or transfer all or a substantial part of its properties or assets (in one or a series of transactions) to any person, otherwise than as contemplated in these Conditions;
- (x) issue any shares (other than such share as is in issue as at the Issue Date) nor redeem or purchase any of its issued share capital;
- (xi) enter into any material agreement or contract with any Person (other than an agreement on customary market terms which for the avoidance of doubt will include agreements to buy and sell obligations and documentation relating to restructurings (including steering committee indemnity letters)), which terms do not contain the provisions below) unless such contract or agreement contains “limited recourse” and “non-petition” provisions and such Person agrees that, prior to the date that is one year and one day after all the related obligations of the Issuer have been paid in full (or, if longer, the applicable preference period under applicable insolvency law), such Person shall not take any action or institute any proceeding against the Issuer under any insolvency law applicable to the Issuer or which would reasonably be likely to cause the Issuer to be subject to or seek protection of, any such insolvency law; provided that such Person shall be permitted to become a party to and to participate in any proceeding or action under any such insolvency law that is initiated by any other Person other than one of its Affiliates;
- (xii) otherwise than as contemplated in the Transaction Documents, release from or terminate the appointment of the Custodian or the Account Bank under the Agency Agreement, the Collateral Manager or the Collateral Administrator under the Collateral Management Agreement (including, in each case, any transactions entered into thereunder) or, in each case, from any executory obligation thereunder;
- (xiii) commingle its assets with those of any other Person or entity;
- (xiv) enter into any lease in respect of, or own, premises;
- (xv) acquire Collateral Debt Obligations, Collateral Enhancement Debt Obligations or any other obligations or securities issued by its partners or shareholders (if any);

- (xvi) act as an entity that issues notes to investors and uses the proceeds to grant new loans on its own account, but will purchase loans from another lender and therefore is not considered a first lender (for the purpose of Regulation (EU) No 1075/2013 of the European Central Bank); or
- (xvii) take any action which would cause it to cease to be a “qualifying company” within the meaning of Section 110 of the Taxes Consolidation Act 1997 of Ireland.

6. Interest

(a) Payment Dates

(i) Floating Rate Notes

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes each bear interest from (and including) the Issue Date and such interest will be payable:

- (A) in the case of interest accrued during the initial Accrual Period, for the period from (and including) the Issue Date to (but excluding) the Payment Date falling on or about 23 October 2017); and
- (B) thereafter:
 - (1) at any time prior to the occurrence of a Frequency Switch Event, quarterly; and
 - (2) at any time following the occurrence of a Frequency Switch Event, semi-annually,

in each case in arrear on each Payment Date.

(ii) Subordinated Notes

The Class M-2 Subordinated Notes bear interest from (and including) the Issue Date and such interest will be payable:

- (A) in the case of interest accrued during the initial Accrual Period, for the period from (and including) the Issue Date to (but excluding) the Payment Date falling on or about 23 October 2017); and
- (B) thereafter:
 - (1) at any time prior to the occurrence of a Frequency Switch Event, quarterly; and
 - (2) at any time following the occurrence of a Frequency Switch Event, semi-annually,

in each case in arrear on each Payment Date.

Residual distributions shall be payable on the Subordinated Notes to the extent funds are available in accordance with paragraph (EE) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments and paragraph (AA) of the Post-Acceleration Priority of Payments on each Payment Date and shall continue to be payable in accordance with this Condition 6 (*Interest*) notwithstanding redemption in full of any Subordinated Note at its applicable Redemption Price.

Notwithstanding any other provision of these Conditions or the Trust Deed, all references herein and therein to the Subordinated Notes and the Subordinated Notes being redeemed in

full or at their Principal Amount Outstanding shall be deemed to be amended to the extent required to ensure that a minimum of €1 principal amount of each such Class of Notes remains Outstanding at all times and any amounts which are to be applied in redemption of each such Class of Notes pursuant hereto which are in excess of the Principal Amount Outstanding thereof minus €1, shall constitute interest payable in respect of such Notes and shall not be applied in redemption of the Principal Amount Outstanding thereof, provided always however that such €1 principal shall no longer remain Outstanding and each such Class of Notes shall be redeemed in full on the date on which all of the Collateral securing the Notes has been realised and is to be finally distributed to the Noteholders.

If the aggregate of income and gains earned by the Issuer during an accounting period exceeds the costs and expenses accrued for that period, such excess shall accrue as additional interest on the Subordinated Notes but shall only be payable on any Payment Date following payment in full of amounts payable pursuant to the Priorities of Payments on such Payment Date.

(b) Interest Accrual

(i) Interest Accrual

Each Note will cease to bear interest from the due date for redemption unless, upon due presentation, payment of principal is improperly withheld or refused. In such event, it shall continue to bear interest in accordance with this Condition 6 (*Interest*) (both before and after judgment) until whichever is the earlier of (A) the day on which all sums due in respect of such Note up to that day are received by or on behalf of the relevant Noteholder and (B) the day following seven days after the Trustee or the Principal Paying Agent has notified the Noteholders of such Class of Notes in accordance with Condition 16 (*Notices*) of receipt of all sums due in respect of all the Notes of such Class up to that seventh day (except to the extent that there is failure in the subsequent payment to the relevant holders under these Conditions).

(ii) Subordinated Notes

Interest Amounts on the Class M-2 Subordinated Notes and distributions of interest and residual amounts on the Subordinated Notes will cease to be payable in respect of each Subordinated Note upon the date that all of the Collateral has been realised and no Interest Proceeds or Principal Proceeds remain available for distribution in accordance with the Priorities of Payments..

(c) Deferral of Interest

(i) Deferred Interest

The Issuer shall, and shall only be obliged to, pay any Interest Amount payable in respect of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class M-2 Subordinated Notes in full on any Payment Date, in each case to the extent that there are Interest Proceeds or Principal Proceeds available for payment thereof in accordance with the Priorities of Payments.

In the case of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class M-2 Subordinated Notes, an amount of interest equal to any shortfall in payment of the Interest Amount which would, but for the first paragraph of this Condition 6(c) (*Deferral of Interest*) otherwise be due and payable in respect of such Class of Notes on any Payment Date (each such amount being referred to as “**Deferred Interest**”) will not be payable on such Payment Date, but will be added to the principal amount of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes or the Class M-2 Subordinated Notes, as

applicable, and thereafter will accrue interest at the rate of interest applicable to that Class of Notes, and the failure to pay such Deferred Interest to the holders of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes, as applicable, will not be a Note Event of Default until the Maturity Date or any earlier date when the Notes are redeemed in full. The failure to pay such Deferred Interest in the case of the Class M-2 Subordinated Notes shall not be an Event of Default unless and until such non-payment gives rise to an Event of Default under Condition 10(a)(iii) (*Default under Priorities of Payments*). Interest will cease to accrue on each Note, or in the case of a partial repayment, on such part, from the date of repayment or the Maturity Date unless payment of principal is improperly withheld or unless default is otherwise made with respect to such payment of principal.

(ii) Non-payment of Interest

Non-payment of interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes shall not constitute a Note Event of Default.

(d) Payment of Deferred Interest

Deferred Interest in respect of any Class C Note, Class D Note, Class E Note, Class F Note or Class M-2 Subordinated Note shall only become payable by the Issuer in accordance with, respectively, paragraph (M), (P), (S) and (U) of the Interest Proceeds Priority of Payments, paragraph (D), (G), (J) and (L) of the Principal Proceeds Priority of Payments and paragraph (L), (O), (R) and (U) of the Post-Acceleration Priority of Payments and under the Note Payment Sequence in each place specified in the Priorities of Payments, to the extent that Interest Proceeds or Principal Proceeds, as applicable, are available to make such payment in accordance with the Priorities of Payments (and, if applicable, the Note Payment Sequence). For the avoidance of doubt, Deferred Interest on the Class C Notes and/or the Class D Notes and/or the Class E Notes and/or the Class F Notes and/or the Class M-2 Subordinated Notes, as applicable will be added to the principal amount of the Class C Notes and/or the Class D Notes and/or the Class E Notes and/or Class F Notes and/or the Class M-2 Subordinated Notes, as applicable. An amount equal to any such Deferred Interest so paid shall be subtracted from the principal amount of the Class C Notes and/or the Class D Notes and/or the Class E Notes and/or the Class F Notes and/or the Class M-2 Subordinated Notes, as applicable.

(e) Interest on the Notes

(i) Floating Rate of Interest

The rate of interest from time to time in respect of the Class A-1 Notes (the “**Class A-1 Floating Rate of Interest**”), in respect of the Class B-1 Notes (the “**Class B-1 Floating Rate of Interest**”), in respect of the Class C Notes (the “**Class C Floating Rate of Interest**”), in respect of the Class D Notes (the “**Class D Floating Rate of Interest**”), in respect of the Class E Notes (the “**Class E Floating Rate of Interest**”) and in respect of the Class F Notes (the “**Class F Floating Rate of Interest**”) (and each a “**Floating Rate of Interest**”) will be determined by the Calculation Agent on the following basis:

(A) On each Interest Determination Date:

- (1) in the case of the initial Accrual Period, the Calculation Agent will determine a straight line interpolation of the offered rate for 6-month and 9-month Euro deposits;
- (2) prior to the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for 3-month Euro deposits; and

- (3) following the occurrence of a Frequency Switch Event, the Calculation Agent will determine the offered rate for 6-month Euro deposits,

in each case, as at 11.00 am (Brussels time) on the Interest Determination Date in question and subject to a floor of zero (“**EURIBOR**”). Such offered rate will be that which appears on the display designated on the Bloomberg Screen “BTMM EU” Page (or such other page or service as may replace it for the purpose of displaying EURIBOR rates). The Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (as defined below) and EURIBOR, all as determined by the Calculation Agent.

- (B) If the offered rate so appearing is replaced by the corresponding rates of more than one bank then paragraph (1) shall be applied, with any necessary consequential changes, to the arithmetic mean (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of the rates (being at least two) which so appear, as determined by the Calculation Agent. If for any other reason such offered rate does not so appear, or if the relevant page is unavailable, the Calculation Agent will request each of four major banks in the Euro zone interbank market selected by the Issuer (the “**Reference Banks**”) to provide the Calculation Agent with:

- (1) in the case of the initial Accrual Period, a straight line interpolation of its offered quotation to leading banks for Euro deposits in the Euro zone interbank market for a period of 6 months and 9 months;
- (2) prior to the occurrence of a Frequency Switch Event, its offered quotation to leading banks for Euro deposits in the Euro zone interbank market for a period of 3 months;
- (3) following the occurrence of a Frequency Switch Event, its offered quotation to leading banks for Euro deposits in the Euro zone interbank market for a period of 6 months, provided that if a Frequency Switch Event occurs on a date which is not a Payment Date, the Calculation Agent will request such offered quotation for 6-month Euro deposits as at the Interest Determination Date immediately prior to the occurrence of such Frequency Switch Event for the Accrual Period in which the Frequency Switch Event occurred,

in each case, as at 11.00 am (Brussels time) on the Interest Determination Date in question and subject to a floor of zero. The Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (if any) and the arithmetic mean, in each case, (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of such quotations (or of such of them, being at least two, as are so provided), all as determined by the Calculation Agent.

- (C) If on any Interest Determination Date one only or none of the Reference Banks provides such quotation, the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, respectively, for the next Accrual Period shall be the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of

Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, in each case in effect as at the immediately preceding Accrual Period, provided that in respect of any Accrual Period during which a Frequency Switch Event occurs, the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Rate of Interest and the Class F Floating Rate of Interest shall be calculated using the offered rate for six month Euro deposits using the rate available as at the previous Interest Determination Date.

(D) Where “**Applicable Margin**” means:

- (1) in the case of the Class A-1 Notes: 0.93 per cent. per annum (the “**Class A-1 Margin**”);
- (2) in the case of the Class B-1 Notes: 1.60 per cent. per annum (the “**Class B-1 Margin**”);
- (3) in the case of the Class C Notes: 2.35 per cent. per annum (the “**Class C Margin**”);
- (4) in the case of the Class D Notes: 3.30 per cent. per annum (the “**Class D Margin**”);
- (5) in the case of the Class E Notes: 5.70 per cent. per annum (the “**Class E Margin**”); and
- (6) in the case of the Class F Notes: 7.65 per cent. per annum (the “**Class F Margin**”).

(ii) Determination of Floating Rate of Interest and Calculation of Interest Amount

The Calculation Agent will, as soon as practicable after 11.00 am (Brussels time) on each Interest Determination Date, but in no event later than the Business Day after such date, determine the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest and calculate the interest amount payable in respect of original principal amounts of the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest equal to the Authorised Integral Amount applicable thereto for the relevant Accrual Period. The amount of interest (an “**Interest Amount**”) payable in respect of each Authorised Integral Amount applicable to any such Notes shall be calculated by applying the Class A-1 Floating Rate of Interest in the case of the Class A-1 Notes, the Class B-1 Floating Rate of Interest in the case of the Class B-1 Note, the Class C Floating Rate of Interest in the case of the Class C Notes, the Class D Floating Rate of Interest in the case of the Class D Notes, the Class E Floating Rate of Interest in the case of the Class E Notes and the Class F Floating Rate of Interest in the case of the Class F Notes, respectively, to an amount equal to the Principal Amount Outstanding in respect of such Authorised Integral Amount, multiplying the product by the actual number of days in the Accrual Period concerned, divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards).

(iii) Calculation of Class A-2 Fixed Amounts and Class B-2 Fixed Amounts

The Calculation Agent will calculate the amount of interest (an “**Interest Amount**”) payable in respect of the Class A-2 Notes and the Class B-2 Notes for the relevant Accrual Period by applying the Class A-2 Fixed Rate in the case of the Class A-2 Notes and the Class B-2 Fixed

Rate in the case of the Class B-2 Notes, respectively, to an amount equal to the Principal Amount Outstanding in respect of the relevant Class of Notes, multiplying the product by the number of days in the Accrual Period concerned (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days each), divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards),

where:

“**Class A-2 Fixed Rate**” means 1.10 per cent. per annum; and

“**Class B-2 Fixed Rate**” means 1.98 per cent. per annum.

(iv) Reference Banks and Calculation Agent

The Issuer will procure that, so long as any Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note or Class M-2 Subordinated Note remains Outstanding:

- (A) a Calculation Agent shall be appointed and maintained for the purposes of determining the interest rate and interest amount payable in respect of the Notes; and
- (B) in the event that the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest are to be calculated by Reference Banks pursuant to paragraph (B) of Condition 6(e)(i) (*Floating Rate of Interest*), that the number of Reference Banks required pursuant to such paragraph (B) of Condition 6(e)(i) are appointed.

If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent for the purpose of calculating interest hereunder or fails duly to establish any Floating Rate of Interest for any Accrual Period, or to calculate the Interest Amount on any Class of Rated Notes, the Issuer shall (with the prior approval of the Trustee) appoint some other leading bank to act as such in its place. The Calculation Agent may not resign its duties without a successor having been so appointed.

(v) Interest Proceeds in respect of Subordinated Notes

Solely in respect of the Class M-2 Subordinated Notes, the Calculation Agent will calculate:

- (A) the amount of interest payable in accordance with Condition 3(c)(i)(F) (*Application of Interest Proceeds*) or paragraph (F) of the Post-Acceleration Priority of Payments, as applicable (a “**Senior Class M-2 Interest Amount**”);
- (B) the amount of interest payable in accordance with Condition 3(c)(i)(Y) (*Application of Interest Proceeds*) or paragraph (W) of the Post-Acceleration Priority of Payments, as applicable (a “**Subordinated Class M-2 Interest Amount**” and together with the Senior Class M-2 Interest Amount, the “**Interest Amount**”),

and, in respect of an original principal amount of the Class M-2 Subordinated Notes equal to the Authorised Integral Amount for the relevant Accrual Period, being an amount equal to the product of:

- (1) in the case of:
 - (a) the Senior Class M-2 Interest Amount, 0.022 per cent.; and
 - (b) the Subordinated Class M-2 Interest Amount, 0.033 per cent.,

in each case of the weighted average Aggregate Collateral Balance during the related Due Period, as determined by the Collateral Administrator; and

- (2) the quotient of such Authorised Integral Amount divided by the aggregate original amount of the Class M-2 Subordinated Notes,

and multiplying such product by the number of days in the Accrual Period concerned (the number of days to be calculated on the basis of a year of 360 days with 12 months of 30 days each), divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards).

Otherwise, with respect to the Subordinated Notes, the Calculation Agent will on each Determination Date calculate the Interest Proceeds payable to the extent of available funds in respect of an original principal amount of Subordinated Notes equal to the Authorised Integral Amount applicable thereto for the relevant Accrual Period. The Interest Proceeds payable on each Payment Date in respect of an original principal amount of Subordinated Notes equal to the Authorised Integral Amount applicable thereto shall be calculated by multiplying the amount of Interest Proceeds to be applied on the Subordinated Notes on the applicable Payment Date pursuant to paragraph (EE) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments and paragraph (AA) of the Post-Acceleration Priority of Payment by fractions equal to the amount of such Authorised Integral Amount, as applicable, divided by the aggregate original principal amount of the Subordinated Notes.

- (vi) Publication of Floating Rates of Interest, Interest Amounts and Deferred Interest

The Calculation Agent will cause the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest or the Interest Amounts payable in respect of each Class of Rated Notes and the Class M-2 Subordinated Notes, the amount of any Deferred Interest due but not paid on any Class C Notes, Class D Notes, Class E Notes, Class F Notes or Class M-2 Subordinated Notes for each Accrual Period and Payment Date and the Principal Amount Outstanding of each Class of Notes as of the applicable Payment Date to be notified to the Registrar, the Principal Paying Agent, the Transfer Agent, the Trustee and the Collateral Manager, for so long as the Notes are listed on the regulated market of the Irish Stock Exchange, the Irish Stock Exchange, as soon as possible after their determination but in no event later than the fourth Business Day thereafter, and the Principal Paying Agent shall cause each such rate, amount and date to be notified to the Noteholders of each Class in accordance with Condition 16 (*Notices*) as soon as possible following notification to the Principal Paying Agent but in no event later than the third Business Day after such notification. The Interest Amounts in respect of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class M-2 Subordinated Notes or the Payment Date in respect of any Class of Notes so published may subsequently be amended (or appropriate alternative arrangements made with the consent of the Trustee by way of adjustment) without notice in the event of an extension or shortening of the Accrual Period. If any of the Notes become due and payable under Condition 10(a) (*Note Events of Default*), interest shall nevertheless continue to be calculated as previously by the Calculation Agent in accordance with this Condition 6 (*Interest*) but no publication of the applicable Interest Amounts shall be made unless the Trustee so determines.

- (f) Determination or Calculation by Trustee

If the Calculation Agent does not at any time for any reason so calculate the Class A-1 Floating Rate of Interest, the Class B-1 Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest or the Class F Floating Rate of Interest for an Accrual Period, the Trustee (or a person appointed by it for the purpose) may do so and such determination or calculation shall be deemed to have been made by the Calculation Agent and shall be binding on the Noteholders. In doing so, the Trustee, or such person appointed by it, shall apply the foregoing provisions of this Condition 6 (*Interest*), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances and reliance on such persons as it has appointed for such purpose. The Trustee shall have no liability to any person in connection with any determination or calculation (including with regard to the timelines thereof) it is required to make pursuant to this Condition 6(f) (*Determination or Calculation by Trustee*).

(g) Notifications, etc. to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 (*Interest*), whether by the Reference Banks (or any of them), the Calculation Agent or the Trustee, will be binding on the Issuer, the Reference Banks, the Calculation Agent, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent and all Noteholders, save in the case that the Issuer certifies that any such notification, opinion, determination, certificate, quotation and decision is erroneous and the Issuer publishes a correction in accordance with Condition 16 (*Notices*), provided that the Trustee shall be under no obligation actively to monitor any such notifications, opinions, determinations, certificates, quotations and decisions for such errors. No liability to the Issuer or the Noteholders of any Class shall attach to the Reference Banks, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions under this Condition 6 (*Interest*).

7. Redemption and Purchase

(a) Final Redemption

Save to the extent previously redeemed in full and cancelled, the Notes of each Class will be redeemed on the Maturity Date of such Notes. In the case of a redemption pursuant to this Condition 7(a) (*Final Redemption*), the Rated Notes will be redeemed at their Redemption Price in accordance with the Note Payment Sequence and the Subordinated Notes will be redeemed at the amount equal to their share of the amounts of Principal Proceeds to be applied towards such redemption pursuant to paragraph (S) of the Principal Proceeds Priority of Payments, together with, in the case of the Class M-2 Subordinated Notes, any accrued and unpaid interest and any Deferred Interest in respect thereof to the Maturity Date. Notes may not be redeemed other than in accordance with this Condition 7 (*Redemption and Purchase*).

(b) Optional Redemption

(i) Optional Redemption in Whole - Subordinated Noteholders

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*), Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) and Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*), the Rated Notes may be redeemed in whole but not in part by the Issuer at the applicable Redemption Prices from Sale Proceeds or any Refinancing Proceeds (or a combination thereof):

- (A) on any Payment Date (or with the Collateral Manager's consent, any Business Day) falling on or after expiry of the Non-Call Period at the direction of the Subordinated

Noteholders acting by way of an Ordinary Resolution (as evidenced by duly completed Redemption Notices); or

- (B) upon the occurrence of a Collateral Tax Event, on any Business Day falling after such occurrence at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution (as evidenced by duly completed Redemption Notices).

- (ii) Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*), and Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*), the Rated Notes of any Class may be redeemed by the Issuer at the applicable Redemption Prices, solely from Refinancing Proceeds (in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*)) below on any Payment Date (or with the Collateral Manager's consent, any Business Day) falling on or after expiry of the Non-Call Period at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution (as evidenced by duly completed Redemption Notices). No such Optional Redemption may occur unless any Class of Rated Notes to be redeemed represents the entire Class of such Rated Notes.

- (iii) Optional Redemption in Whole - Collateral Manager Clean-up Call

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*), the Rated Notes may be redeemed in whole but not in part by the Issuer, at the applicable Redemption Prices, from Sale Proceeds on any Business Day falling on or after expiry of the Non-Call Period if, upon or at any time following the expiry of the Non-Call Period, the Aggregate Collateral Balance is less than 20 per cent. of the Target Par Amount and if directed in writing by the Collateral Manager.

- (iv) Terms and Conditions of an Optional Redemption

In connection with any Optional Redemption:

- (A) the Issuer shall procure that at least 30 days' or, in the case of Refinancing in relation to a redemption of the Rated Notes in part by Class, 10 days' prior written notice (or such shorter period as may be agreed by the Trustee and the Collateral Manager) of such Optional Redemption, including the applicable Redemption Date, and the relevant Redemption Price therefor, is given to the Collateral Manager, the Trustee and the Noteholders in accordance with Condition 16 (*Notices*) (or if a period of less than 30 days has been agreed for the delivery of the Redemption Notices pursuant to Condition 7(b)(vii), the Issuer shall procure delivery of such notice as soon as reasonably practicable upon becoming aware of such Optional Redemption);
- (B) the Rated Notes to be redeemed shall be redeemed at their applicable Redemption Prices (subject, in the case of an Optional Redemption of all Classes of the Rated Notes in whole, to the right of holders of 100 per cent. of the aggregate Principal Amount Outstanding of any Class of Rated Notes to elect to receive less than 100 per cent. of the Redemption Price that would otherwise be payable to the holders of such Class of Rated Notes). Such right shall be exercised by delivery by each holder of the relevant Class of Rated Notes of a written direction confirming such holder's election to receive less than 100 per cent. of the Redemption Price that would otherwise be payable to it, together with evidence of their holding to the Issuer and the Collateral Manager no later than 25 days (or such shorter period of time as may be agreed by the

Trustee and the Collateral Manager, (with regard to the Collateral Manager only, acting reasonably)) prior to the relevant Redemption Date;

- (C) the Collateral Manager shall have no right or other ability under the Collateral Management Agreement (but without prejudice to its rights in respect of any Subordinated Notes which it or its Affiliates may hold) to prevent an Optional Redemption directed by the Subordinated Noteholders in accordance with this Condition 7(b) (*Optional Redemption*);
 - (D) any such redemption must comply with the procedures set out in Condition 7(b)(vii) (*Mechanics of Redemption*); and
 - (E) any redemption in part of the Notes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders*) may be effected from Refinancing Proceeds in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) below.
- (v) Optional Redemption effected in whole or in part through Refinancing

Following receipt of, or as the case may be, confirmation from the Principal Paying Agent of receipt of a direction in writing from the requisite percentage of Subordinated Noteholders, the Issuer may:

- (A) in the case of a redemption in whole of all Classes of Rated Notes in accordance with Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*) (1) enter into a loan (as borrower thereunder) with one or more financial institutions; or (2) issue replacement notes; and
- (B) in the case of a redemption in part of the entire Class of Rated Notes issue replacement notes (each, a “**Refinancing Obligation**”),

whose terms in each case will be negotiated by the Collateral Manager on behalf of the Issuer (any such refinancing, a “**Refinancing**”). The terms of any Refinancing (including any extension of the Maturity Date of the Subordinated Notes, any extension or reinstatement of the Non-Call Period and any extension to the Weighted Average Life Test, and any consequential amendments) are subject to the prior written consent of the Collateral Manager and the Subordinated Noteholders (notwithstanding Condition 14(b) (*Decisions and Meetings of Noteholders*)) in relation to the Subordinated Noteholders only (acting by way of an Ordinary Resolution)) and each Refinancing is required to satisfy the conditions described in this Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

Refinancing Proceeds shall be applied in addition to (or in place of) Sale Proceeds in the redemption of the Rated Notes in whole pursuant to Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*). In addition, Refinancing Proceeds may be applied in the redemption of the Rated Notes in part by Class pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders*).

- (A) Refinancing in relation to a Redemption in Whole

In the case of a Refinancing in relation to the redemption of all Classes of the Rated Notes in whole but not in part pursuant to Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*) as described above, such Refinancing will be effective only if:

- (1) the Issuer provides prior written notice thereof to the Rating Agencies and each Hedge Counterparty;
- (2) all Principal Proceeds, all Refinancing Proceeds, all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments and all other available funds will be at least sufficient to pay any Refinancing Costs and all amounts due and payable in respect of all Classes of Notes save for the Subordinated Notes (including without limitation Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) and all amounts payable in priority thereto pursuant to the Priorities of Payments (subject to any election to receive less than 100 per cent. of Redemption Price) on such Redemption Date when applied in accordance with the Post-Acceleration Priority of Payments;
- (3) all Principal Proceeds, Refinancing Proceeds, Sale Proceeds, if any, and other available funds are used (to the extent necessary) to make such redemption;
- (4) each agreement entered into by the Issuer in respect of such Refinancing contains limited recourse and non-petition provisions substantially the same as those contained in the Trust Deed; and
- (5) all Refinancing Proceeds and all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments, are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date,

in each case, as certified to the Issuer and the Trustee by the Collateral Manager (upon which certification the Trustee shall be entitled to rely without enquiry and without liability).

(B) Refinancing in relation to a Redemption in Part of a Class or Classes of Notes in whole

In the case of a Refinancing in relation to a redemption of the Rated Notes in part by Class pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Refinancing of a Class or Classes of Notes in whole by Subordinated Noteholders*), such Refinancing will be effective only if:

- (1) the Issuer provides prior written notice thereof to the Rating Agencies and each Hedge Counterparty;
- (2) the Refinancing Obligations are in the form of notes;
- (3) any redemption of a Class of Notes is a redemption of the entire Class which is subject to the redemption;
- (4) the sum of (A) the Refinancing Proceeds and (B) the Partial Redemption Interest Proceeds will be at least sufficient to pay in full:
 - (a) the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to the Optional Redemption; plus
 - (b) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses incurred in connection with such Refinancing;
- (5) the Refinancing Proceeds are used (to the extent necessary) to make such redemption;
- (6) the Refinancing Proceeds and Partial Redemption Interest Proceeds are applied in accordance with the Partial Redemption Priority of Payments;

- (7) each agreement entered into by the Issuer in respect of such Refinancing contains limited recourse and non-petition provisions substantially the same as those contained in the Trust Deed;
- (8) the aggregate principal amount of the Refinancing Obligations in respect of each Class of Notes being redeemed is equal to the aggregate Principal Amount Outstanding of the relevant Class of Notes being redeemed with the Refinancing Proceeds and Partial Redemption Interest Proceeds;
- (9) the maturity date of each class of Refinancing Obligation is the same as the Maturity Date of the Class or Classes of Notes being redeemed with the Refinancing Proceeds;
- (10) the interest rate of any Refinancing Obligations will not be greater than the interest rate of the Class or Classes of Rated Notes subject to such Optional Redemption and, in respect of any Floating Rate Note, the rate of interest in respect thereof shall be determined on the same basis as set out in Condition 6(e)(i) (*Floating Rate of Interest*) determined unless, in each case, Rating Agency Confirmation from S&P and Moody's is obtained;
- (11) payments in respect of the Refinancing Obligations are subject to the Priorities of Payments and rank at the same priority pursuant to the Priorities of Payments as the relevant Class or Classes of Rated Notes being redeemed;
- (12) the currency of denomination, the frequency of payment of interest and principal, voting rights, consent rights, redemption rights and all other rights of the Refinancing Obligations are the same as the corresponding Class of Rated Notes being redeemed; and
- (13) all Refinancing Proceeds are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date,

in each case, as certified to the Issuer and the Trustee by the Collateral Manager (upon which certification the Trustee shall be entitled to rely without enquiry and without liability).

If, in relation to a proposed optional redemption of the Notes, any of the conditions specified in this Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) are not satisfied, the Issuer shall cancel the relevant redemption of the Notes and shall give written notice of such cancellation to the Trustee, the Collateral Manager and the Noteholders in accordance with Condition 16 (*Notices*). Such cancellation shall not constitute an Event of Default.

None of the Issuer, the Collateral Manager, the Collateral Administrator or the Trustee shall be liable to any party, including the Subordinated Noteholders, for any failure to obtain a Refinancing, and any such failure shall not constitute a Note Event of Default.

(C) Consequential Amendments

Following a Refinancing, the Trustee shall agree to the modification of the Trust Deed to the extent which the Issuer certifies (upon which certification the Trustee shall be entitled to rely without enquiry and without liability) is necessary to reflect the terms of the Refinancing, subject to as provided below. No further consent for such amendments shall be required from the holders of the Notes, other than from the holders of the Subordinated Notes acting by way of an Ordinary Resolution.

The Trustee will not be obliged to enter into any modification that, in its sole opinion, (i) would have the effect of exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or prefunded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties or decreasing the rights, powers, indemnities or protections of the Trustee under the Transaction Documents, and the Trustee will be entitled to conclusively rely upon an officer's certificate and/or opinion of counsel as to matters of law (which may be supported as to factual (including financial and capital markets) matters by any relevant certificates and other documents necessary or advisable in the judgment of counsel delivering such opinion of counsel) provided by the Issuer or any other party to the Transaction Document to the effect that such amendment meets the requirements specified above and is permitted under the Trust Deed without the consent of the holders of the Notes (except that such officer or counsel will have no obligation to certify or opine as to the sufficiency of the Refinancing Proceeds).

(vi) Optional Redemption in whole of all Classes of Notes effected through Liquidation only

Following receipt of notice from the Issuer or, as the case may be, of confirmation from the Principal Paying Agent of (i) a direction in writing from the required party or requisite percentage of Noteholders, as the case may be, in accordance with Condition 7(b)(i) (*Optional Redemption in Whole - Subordinated Noteholders*) or Condition 7(g) (*Redemption following Note Tax Event*) or Condition 7(b)(iii) (*Optional Redemption in Whole - Collateral Manager Clean-up Call*), to exercise any right of optional redemption pursuant to this Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*) to be effected solely through the liquidation or realisation of the Collateral, the Collateral Administrator shall, as soon as practicable, and in any event not later than 17 Business Days prior to the scheduled Redemption Date (the “**Redemption Determination Date**”), provided that it has received such notice or confirmation at least 20 Business Days prior to the scheduled Redemption Date, calculate the Redemption Threshold Amount in consultation with the Collateral Manager. The Collateral Manager or any of its Affiliates will be permitted to purchase Collateral Debt Obligations in the Portfolio where the Subordinated Noteholders exercise their right of early redemption pursuant to this Condition 7(b) (*Optional Redemption*).

The Notes shall not be optionally redeemed pursuant to this Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*) where such Optional Redemption is to be effected solely through the liquidation or realisation of the Portfolio unless:

- (A) at least five Business Days before the scheduled Redemption Date the Collateral Manager shall have furnished to the Trustee evidence in a form reasonably satisfactory to the Trustee (on which evidence the Trustee may rely absolutely and without further enquiry or liability) that the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with a financial or other institution or institutions (which either (a) either (x) has a long-term senior unsecured credit rating of at least “A2” by Moody’s or, if it does not have a Moody’s long-term senior unsecured credit rating, a short-term senior unsecured rating of at least “P-1” by Moody’s, or (y) in respect of which a Rating Agency Confirmation from Moody’s has been obtained (provided, for the purposes of this clause (y), that a Rating Agency Confirmation cannot be deemed to not be required in these circumstances and must be provided as a positive confirmation)) and (b) either (x) has a long-term issuer credit rating of at least “A” and a short-term issuer credit rating of at least “A-1” by S&P, or if it does not have such short-term rating, a long-term issuer credit rating of at least “A+” by S&P,

or (y) in respect of which a Rating Agency Confirmation from S&P has been obtained) to purchase (directly or by participation or other arrangement) from the Issuer, not later than the Business Day immediately preceding the scheduled Redemption Date in immediately available funds, all or part of the Portfolio at a purchase price at least sufficient, together with the Eligible Investments maturing, redeemable or putable to the issuer thereof at par on or prior to the scheduled Redemption Date, to meet the Redemption Threshold Amount; or

- (B) (i) prior to selling any Collateral Debt Obligations and/or Eligible Investments, the Collateral Manager certifies to the Trustee (upon which certification the Trustee may rely without further enquiry and without liability) that, in its judgment, the aggregate sum of (A) expected proceeds from the sale of Eligible Investments, and (B) for each Collateral Debt Obligation, the product of its Principal Balance and its Market Value, shall be at least sufficient to meet the Redemption Threshold Amount; and (ii) at least five Business Days before the scheduled Redemption Date, the Issuer shall have received proceeds of disposition of all or part of the Portfolio at least sufficient to meet the Redemption Threshold Amount.

Any certification delivered by the Collateral Manager pursuant to this section must include (1) the prices of, and expected proceeds from, the sale (directly or by participation or other arrangement) of any Collateral Debt Obligations and/or Eligible Investments and (2) all calculations required by this Condition 7(b) (*Optional Redemption*) and Condition 7(g) (*Redemption following Note Tax Event*) (as applicable). The Trustee shall rely upon such certification without further enquiry and without liability. Any Noteholder, the Collateral Manager or any of the Collateral Manager's Affiliates shall have the right, subject to the same terms and conditions afforded to other bidders, to bid on Collateral Debt Obligations to be sold as part of an Optional Redemption pursuant to this Condition 7(b)(vi) (*Optional Redemption in whole of all Classes of Notes effected through Liquidation only*).

If neither condition (A) nor (B) above is satisfied, the Issuer shall cancel the redemption of the Notes and shall give written notice of such cancellation to the Trustee, the Collateral Manager and the Noteholders in accordance with Condition 16 (*Notices*). Such cancellation shall not constitute a Note Event of Default.

(vii) Mechanics of Redemption

Following calculation by the Collateral Administrator in consultation with the Collateral Manager of the relevant Redemption Threshold Amount, if applicable, the Collateral Administrator shall make such other calculations as it is required to make pursuant to the Collateral Management Agreement and shall notify the Issuer, the Trustee, the Collateral Manager and the Principal Paying Agent in writing.

Any exercise of a right of Optional Redemption by the Subordinated Noteholders pursuant to this Condition 7(b) (*Optional Redemption*) or the Controlling Class or the Subordinated Noteholders pursuant to Condition 7(g) (*Redemption following Note Tax Event*) shall be effected by delivery to the Principal Paying Agent by the requisite amount of Subordinated Noteholders or the requisite amount of Noteholders of the Controlling Class (as applicable) of the Notes held thereby together with duly completed Redemption Notices not less than 30 days or in the case of Refinancing in relation to the redemption of the Rated Notes in part by Class, 10 days' prior written notice (or such shorter period of time as the Issuer and the Collateral Manager find reasonably acceptable prior to the proposed Redemption Date). No Redemption Notice and Subordinated Note or Notes comprising the Controlling Class so delivered may be withdrawn without the prior consent of the Issuer. The Principal Paying Agent shall copy each Redemption Notice received to each of the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty and the Collateral Manager.

The Collateral Manager shall notify the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty, the Liquidity Facility Provider and the Principal Paying Agent in writing upon satisfaction of any of the conditions set out in this Condition 7(b) (*Optional Redemption*) and shall arrange for liquidation and/or realisation of the Portfolio in whole or in part as necessary, on behalf of the Issuer in accordance with the Collateral Management Agreement. The Issuer shall deposit, or cause to be deposited, the funds required for an optional redemption of the Rated Notes in accordance with this Condition 7(b) (*Optional Redemption*) in the Payment Account on the applicable Redemption Date (in the case of a Refinancing) or on the Business Day prior to the applicable Redemption Date (in the case of a redemption by liquidation). Principal Proceeds and Interest Proceeds received in connection with a redemption in whole of all the Rated Notes shall be payable in accordance with the Post-Acceleration Priority of Payments. Refinancing Proceeds received in connection with a redemption in whole of a Class of Rated Notes (other than a redemption in whole of all Classes of Rated Notes) shall be paid to the holders of such Class of Notes to the extent required to redeem such Class of Notes in accordance with the Priorities of Payments.

(viii) Optional Redemption of Subordinated Notes

The Subordinated Notes may be redeemed at their Redemption Price, in whole but not in part, on any Business Day on or after the redemption or repayment in full of the Rated Notes, at the direction of either of (x) the Subordinated Noteholders (acting by way of Ordinary Resolution) or (y) the Collateral Manager.

(c) Mandatory Redemption upon Breach of Coverage Tests

(i) Class A Notes and Class B Notes

If the Class A/B Par Value Test is not met on any Determination Date on and after the Effective Date or if the Class A/B Interest Coverage Test is not met on the Determination Date immediately preceding the second Payment Date or any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes and the Class B Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Tests are satisfied if recalculated following such redemption.

(ii) Class C Notes

If the Class C Par Value Test is not met on any Determination Date on and after the Effective Date or if the Class C Interest Coverage Test is not met on the Determination Date immediately preceding the second Payment Date or any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes and the Class C Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(iii) Class D Notes

If the Class D Par Value Test is not met on any Determination Date on and after the Effective Date or if the Class D Interest Coverage Test is not met on the Determination Date immediately preceding the second Payment Date and each Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the

Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(iv) Class E Notes

If the Class E Par Value Test is not met on any Determination Date on and after the Effective Date or if the Class E Interest Coverage Test is not met on the Determination Date immediately preceding the second Payment Date and each Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Rated Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts) until each such Coverage Test is satisfied if recalculated following such redemption.

(v) Interest Diversion Test

If the Interest Diversion Test is not met on any Determination Date following the end of the Reinvestment Period, Interest Proceeds in an amount equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts), would be sufficient to cause the Interest Diversion Test to be satisfied if recalculated immediately following such redemption, will be applied in redemption of the Rated Notes in accordance with the Note Payment Sequence on the related Payment Date.

(d) Special Redemption

A special redemption (“**Special Redemption**”) of the Notes may occur in the circumstances described below. For the avoidance of doubt, the exercise of a Special Redemption shall be at the sole and absolute discretion of the Collateral Manager (acting on behalf of the Issuer) and the Collateral Manager shall be under no obligation to, or have any responsibility for, any Noteholder or any other person for the exercise or non-exercise (as applicable) of such Special Redemption.

Principal payments on the Notes shall be made in accordance with the Principal Proceeds Priority of Payments at the sole and absolute discretion of the Collateral Manager (acting on behalf of the Issuer) if, at any time during the Reinvestment Period, the Collateral Manager (acting on behalf of the Issuer) certifies to the Trustee (upon which certification the Trustee may rely without further enquiry or liability) that using reasonable endeavours it has been unable, for a period of 20 consecutive Business Days, to identify additional Collateral Debt Obligations or Substitute Collateral Debt Obligations that are deemed appropriate by the Collateral Manager (acting on behalf of the Issuer) in its discretion and which meet the Eligibility Criteria or, to the extent applicable, the Reinvestment Criteria, in sufficient amounts to permit the investment or reinvestment of all or a portion of the funds then in the Principal Account that are to be invested in additional Collateral Debt Obligations. On the first Payment Date following the Due Period in which such notice is given (a “**Special Redemption Date**”), the funds in the Principal Account representing Principal Proceeds which, using reasonable endeavours, cannot be reinvested in additional Collateral Debt Obligations or Substitute Collateral Debt Obligations (the “**Special Redemption Amount**”) will be applied in accordance with paragraph (N) of the Principal Proceeds Priority of Payments. Notice of payments pursuant to this Condition 7(d) shall be given by the Issuer in accordance with Condition 16 (*Notices*) not less than three Business Days prior to the applicable Special Redemption Date to the Noteholders and to each Rating Agency. For the avoidance of doubt, the exercise of a Special Redemption shall be at the sole and absolute discretion of the Collateral Manager (acting on behalf of the Issuer) and the Collateral Manager shall be under no obligation to, or have any responsibility for, any Noteholder or any other person for the exercise or non exercise (as applicable) of such Special Redemption.

(e) Redemption upon Effective Date Rating Event

In the event that as at the Business Day prior to the Payment Date following the Effective Date, an Effective Date Rating Event has occurred and is continuing, the Rated Notes shall be redeemed in accordance with the Note Payment Sequence on such Payment Date and thereafter on each subsequent Payment Date (to the extent required) out of Interest Proceeds and thereafter out of Principal Proceeds subject to the Priorities of Payments, in each case, until redeemed in full or, if earlier, until an Effective Date Rating Event is no longer continuing.

(f) Redemption following Expiry of the Reinvestment Period

Following expiry of the Reinvestment Period, the Issuer shall, on each Payment Date occurring thereafter, apply Principal Proceeds transferred to the Payment Account immediately prior to the related Payment Date (save to the extent such amounts are designated for reinvestment in accordance with the Collateral Management Agreement) in redemption of the Notes at their applicable Redemption Prices in accordance with the Priorities of Payments.

(g) Redemption following Note Tax Event

Upon the occurrence of a Note Tax Event, the Issuer shall, subject to and in accordance with the terms of the Trust Deed, use all reasonable efforts to cure such Note Tax Event in the least burdensome way to the Issuer (which may include changing the territory in which it is resident for tax purposes to another jurisdiction which, at the time of such change, would not give rise to a Note Tax Event). Upon the earlier of (a) the date upon which the Issuer certifies to the Trustee (upon which certification the Trustee may rely without further enquiry or liability) and notifies (or procures the notification of) the Noteholders in accordance with Condition 16 (*Notices*) that it is not able to cure such Note Tax Event and (b) the date which is 90 days from the date upon which the Issuer first becomes aware of such Note Tax Event (provided that such 90 day period shall be extended by a further 90 days in the event that during the former period the Issuer has notified (or procured the notification of) the Trustee in writing and the Noteholders in accordance with Condition 16 (*Notices*) that, based on advice received by it, it expects that it shall have cured such Note Tax Event by the end of the latter 90 day period), the Controlling Class acting by way of Extraordinary Resolution or the Subordinated Noteholders acting by way of Ordinary Resolution, may elect that the Notes of each Class are redeemed, in whole but not in part, on any Business Day thereafter, at their respective Redemption Prices in accordance with the Note Payment Sequence, in which case the Issuer shall so redeem the Notes on such terms, provided that such Note Tax Event would affect payment of principal or interest in respect of the Controlling Class or, as the case may be, the Subordinated Notes (in addition to any other Class of Notes) on such Payment Date; provided further that such redemption of the Notes, whether pursuant to the exercise of such option by the Controlling Class or the Subordinated Noteholders, shall take place in accordance with the procedures set out in Condition 7(b)(vii) (*Mechanics of Redemption*).

(h) Redemption

Unless otherwise specified in this Condition 7 (*Redemption and Purchase*), all Notes in respect of which any notice of redemption is given shall be redeemed on the Redemption Date at their applicable Redemption Prices and to the extent specified in such notice and in accordance with the requirements of this Condition 7 (*Redemption and Purchase*).

(i) Cancellation and Purchase

All Notes redeemed in full by the Issuer will be cancelled and may not be reissued or resold.

No Note may be surrendered (including in connection with any abandonment, donation, gift, contribution or other event or circumstance) except for payment as provided herein, for cancellation

pursuant to Condition 7(k) (*Purchase*) below, for registration of transfer, exchange or redemption, or for replacement in connection with any Note mutilated, defaced or deemed lost or stolen.

In respect of Notes represented by a Global Certificate cancellation of any Note required by the Conditions to be cancelled will be effected by reduction in the principal amount of the Notes on the Register, with a corresponding notation made on the applicable Global Certificate.

(j) Notice of Redemption

The Issuer shall procure that notice of any redemption in accordance with this Condition 7 (*Redemption and Purchase*) (which notice shall be irrevocable) is given promptly in writing to the Trustee, the Noteholders in accordance with Condition 16 (*Notices*) and the Rating Agencies.

(k) Purchase of Rated Notes

On any Payment Date, at the discretion of the Collateral Manager, acting on behalf of the Issuer, in accordance with and subject to the terms of the Collateral Management Agreement the Issuer may, subject to the conditions below, purchase any of the Rated Notes (in whole or in part), using Principal Proceeds standing to the credit of the Principal Account (other than Sale Proceeds in respect of the sale of Credit Improved Obligations, Credit Impaired Obligations or Interest Proceeds paid into the Principal Account pursuant to the Interest Proceeds Priority of Payments), the Collateral Enhancement Account, any Deferred Senior Collateral Management Amounts or Deferred Subordinated Collateral Management Amounts and any amounts available to be applied towards Permitted Uses.

No purchase of Rated Notes by the Issuer may occur unless each of the following conditions is satisfied:

- (A) (1) such purchase of Rated Notes shall occur in the following sequential order of priority: first, the Class A Notes, until the Class A Notes are redeemed or purchased in full and cancelled; second, the Class B Notes, until the Class B Notes are redeemed or purchased in full and cancelled; third, the Class C Notes, until the Class C Notes are redeemed or purchased in full and cancelled; fourth, the Class D Notes, until the Class D Notes are redeemed or purchased in full and cancelled; fifth, the Class E Notes, until the Class E Notes are redeemed or purchased in full and cancelled; and sixth, the Class F Notes, until the Class F Notes are redeemed or purchased in full and cancelled;
- (2) each such purchase of Rated Notes of any Class shall be made pursuant to an offer made to all holders of the Rated Notes of such Class, by notice to such holders, which notice shall specify the purchase price (as a percentage of par) at which such purchase will be effected, the maximum amount of Principal Proceeds and amounts standing to the credit of the Contributions Account that will be used to effect such purchase and the length of the period during which such offer will be open for acceptance;
- (3) each such holder of a Rated Note shall have the right, but not the obligation, to accept such offer in accordance with its terms; and
- (B) if the aggregate Principal Amount Outstanding of Notes of the relevant Class held by holders who accept such offer exceeds the amount of Principal Proceeds specified in such offer, a portion of the Notes of each accepting holder shall be purchased pro rata based on the respective Principal Amount Outstanding held by each such holder subject to adjustment for Authorised Denominations if required;
- (C) each such purchase shall be effected only at prices discounted from par;

- (D) each such purchase of Rated Notes shall occur prior to the expiry of the Reinvestment Period;
- (E) each Coverage Test is satisfied immediately prior to each such purchase and will be satisfied after giving effect to such purchase or, if any Coverage Test is not satisfied it shall be at least maintained or improved after giving effect to such purchase as it was immediately prior thereto;
- (F) if Sale Proceeds are used to consummate any such purchase, either:
 - (1) each requirement or test, as the case may be, of the Portfolio Profile Tests and the Collateral Quality Test (other than the S&P CDO Monitor Test) will be satisfied after giving effect to such purchase; or
 - (2) if any requirement or test, as the case may be, of the Portfolio Profile Tests and the Collateral Quality Test (other than the S&P CDO Monitor Test) was not satisfied immediately prior to such purchase, such requirement or test will be maintained or improved after giving effect to such purchase;
- (G) no Note Event of Default shall have occurred and be continuing;
- (H) such purchase shall not cause a breach of the Retention Requirements;
- (I) any Rated Notes to be purchased shall be surrendered to the Registrar for cancellation and may not be reissued or resold;
- (J) each such purchase will otherwise be conducted in accordance with applicable law (including the laws of Ireland); and
- (K) the Issuer shall have given prior notice of such purchase to the Rating Agencies.

For so long as the Rated Notes are rated by S&P, the Issuer shall give prior written notice to S&P of any such purchase of Rated Notes. The Issuer shall surrender any purchased Rated Notes to the Registrar for cancellation and upon instruction by the Issuer, the Registrar shall cancel any such purchased Rated Notes surrendered to it for cancellation.

8. Payments

(a) Method of Payment

Payments of principal upon final redemption in respect of each Note will be made against presentation and surrender (or, in the case of part payment only, endorsement) of such Note at the specified office of the Principal Paying Agent or any Paying Agent by wire transfer. Payments of interest on each Note and, prior to redemption in full thereof, principal in respect of each Note, will be made by wire transfer. Upon application of the holder to the specified office of the Principal Paying Agent or any Paying Agent not less than five Business Days before the due date for any payment in respect of a Note, the payment may be made (in the case of any final payment of principal against presentation and surrender (or, in the case of part payment only of such final payment, endorsement) of such Note as provided above) by wire transfer, in immediately available funds, on the due date to a Euro account maintained by the payee with a bank in Western Europe.

Payments of principal and interest in respect of Notes represented by a Global Certificate will be made to the registered holder as shall have been notified to the relevant Noteholders (in accordance with Condition 16 (*Notices*) for such purpose and, if no further payment falls to be made in respect of the relevant Notes, upon surrender of such Global Certificate to or to the order of the Principal Paying Agent or the Transfer Agent. On each occasion on which a payment of interest (unless the Notes represented thereby do not bear interest) or principal is made in respect of the relevant Global

Certificate, the Registrar shall note the same in the Register and cause the aggregate principal amount of the Notes represented by a Global Certificate to be decreased accordingly.

(b) **Payments**

All payments are subject in all cases to any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 9 (*Taxation*). No commission shall be charged to the Noteholders.

(c) **Payments on Presentation Dates**

A holder shall be entitled to present a Note for payment only on a Presentation Date and shall not, except as provided in Condition 16 (*Notices*), be entitled to any further interest or other payment if a Presentation Date falls after the due date.

If a Note is presented for payment at a time when, as a result of differences in time zones it is not practicable to transfer the relevant amount to an account as referred to above for value on the relevant Presentation Date, the Issuer shall not be obliged so to do but shall be obliged to transfer the relevant amount to the account for value on the first practicable date after the Presentation Date.

(d) **Principal Paying Agent and Transfer Agents**

The names of the initial Principal Paying Agent and the Transfer Agents and their initial specified offices are set out below. The Issuer reserves the right at any time, with the prior written approval of the Trustee, to vary or terminate the appointment of the Principal Paying Agent and any Transfer Agent and appoint additional or other Agents, provided that it will maintain a Principal Paying Agent, as approved in writing by the Trustee and shall procure that it shall at all times maintain a Custodian, Account Bank, Collateral Manager and Collateral Administrator. Notice of any change in any Agent or their specified offices or in the Collateral Manager or Collateral Administrator will promptly be given to the Noteholders by the Issuer in accordance with Condition 16 (*Notices*).

9. Taxation

All payments of principal and interest in respect of the Notes shall be made free and clear of, and without withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Ireland, or any political sub division or any authority therein or thereof or any other jurisdiction having power to tax, unless such withholding or deduction is required by law. For the avoidance of doubt, the Issuer shall not be required to gross up any payments made to Noteholders of any Class and shall withhold or deduct from any such payments any amounts on account of such tax where so required by law (including FATCA) or any such relevant taxing authority. Any such withholding or deduction shall not constitute a Note Event of Default under Condition 10(a) (*Note Events of Default*).

Subject as provided below, if the Issuer certifies to the Trustee (upon which certification the Trustee may rely without further enquiry and without liability) that it has or will on the occasion of the next payment due in respect of the Notes of any Class become obliged to withhold or deduct amounts for or on account of tax so that it would be unable to make payment of the full amount that would otherwise be due but for the imposition of such tax, the Issuer (save as provided below) shall use all reasonable endeavours to take such steps as are accessible to it as will avoid such withholding or deduction (including by arranging for the substitution of a company incorporated in another jurisdiction as the principal obligor under the Notes of such Class, or to change its tax residence to another jurisdiction), subject to receipt of Rating Agency Confirmation in relation to such change and in accordance with the Trust Deed, provided that the Trustee's approval shall be subject to confirmation of tax counsel (at the cost of the Issuer) that such a substitution and/or change in tax residence would be effective in eliminating the imposition of such tax.

Notwithstanding the above, if any taxes referred to in this Condition 9 (*Taxation*) arise:

- (i) due to any present or former connection of any Noteholder (or between a fiduciary, settlor, beneficiary, member or shareholder of such Noteholder if such Noteholder is an estate, a trust, a partnership, or a corporation) with the jurisdiction in which the tax is imposed (including without limitation, such Noteholder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having had a permanent establishment therein) otherwise than by reason only of the holding of any Note or receiving principal or interest in respect thereof;
- (ii) by reason of the failure by the relevant Noteholder to comply with any provisions of the Transaction Documents which set out applicable procedures required to establish non residence or other similar claim for exemption from such tax or to provide information concerning nationality, residency or connection with Ireland or other applicable taxing authority;
- (iii) in connection with FATCA; or
- (iv) any combination of the preceding clauses (i) through (iii) inclusive,

the requirement to take steps to avoid the withholding or deduction for or on account of those taxes shall not apply.

Any withholding or deduction required from amounts payable by the Issuer pursuant to this Condition 9 (*Taxation*) shall be deemed to be included in the same paragraph in the Priorities of Payments as the paragraph which contains the payment in respect of which such withholding or deduction is required to be made.

10. Events of Default

(a) Note Events of Default

Any of the following events shall constitute a “**Note Event of Default**”:

- (i) Non-payment of interest
 - (A) the Issuer fails to pay any Interest Amounts in respect of the Class A Notes and the Class B Notes when the same becomes due and payable; or
 - (B) in each case, following a Frequency Switch Event only: following redemption in full of the Class A Notes and the Class B Notes, the Issuer fails to pay any Interest Amounts in respect of the Class C Notes when the same becomes due and payable; following redemption in full of the Class C Notes, the Issuer fails to pay any Interest Amounts in respect of the Class D Notes when the same becomes due and payable; following redemption in full of the Class D Notes, the Issuer fails to pay any Interest Amounts in respect of the Class E Notes when the same becomes due and payable; and following redemption in full of the Class E Notes, the Issuer fails to pay any Interest Amounts in respect of the Class F Notes when the same becomes due and payable,

and, in each case, the failure to pay such interest in such circumstances continues for a period of at least five Business Days provided that, in the case of a failure to disburse due to an administrative error or omission, such failure continues for a period of at least seven Business Days after the Trustee or the Issuer receives written notice of, or has actual knowledge of, such administrative error or omission;
- (ii) Non-payment of principal

the Issuer fails to pay any principal when the same becomes due and payable on any Rated Note on any Redemption Date and such failure to pay such principal continues for a period of at least five Business Days provided that, in the case of a failure to disburse due to an administrative error or omission, such failure continues for a period of at least seven Business Days after the Trustee or the Issuer receives written notice of, or has actual knowledge of, such administrative error or omission and provided further that failure to effect any Optional Redemption or redemption following a Note Tax Event for which notice is withdrawn in accordance with the Conditions or, in the case of an Optional Redemption with respect to which a Refinancing fails, will not constitute a Note Event of Default;

(iii) Default under Priorities of Payments

the failure on any Payment Date to disburse amounts (other than (i) or (ii) above) available in the Payment Account in excess of €1,000 and payable in accordance with the Priorities of Payments and continuation of such failure for a period of ten Business Days or, in the case of a failure to disburse due to an administrative error or omission, such failure continues for ten Business Days after the Trustee or the Issuer receives written notice of, or (in the case of the Issuer) has actual knowledge of, such administrative error or omission;

(iv) Collateral Debt Obligations

on any Measurement Date on and after the Effective Date, failure of the percentage equivalent of a fraction, (i) the numerator of which is equal to the Aggregate Collateral Balance and (ii) the denominator of which is equal to the Principal Amount Outstanding of the Class A Notes to equal or exceed 102.5 per cent.;

(v) Breach of Other Obligations

except as otherwise provided in this definition of “Note Event of Default” a default in a material respect (in the opinion of the Trustee) in the performance by, or breach in a material respect of any material covenant of, the Issuer under the Trust Deed (provided that any failure to meet any Portfolio Profile Test, the Interest Diversion Test, Collateral Quality Test or Coverage Test is not a Note Event of Default and any failure to satisfy the Effective Date Determination Requirements is not a Note Event of Default, except in either case to the extent provided in paragraph (iv) above) or the failure of any material representation or warranty of the Issuer made in the Trust Deed, these Conditions or, in either case, in any certificate or other writing delivered pursuant thereto or in connection therewith to be correct in each case in all material respects when the same shall have been made, which default, breach or failure is materially prejudicial, in the opinion of the Trustee, to the interests of the Noteholders of any Class and the continuation of such default, breach or failure for a period of 30 days after notice to the Issuer and the Collateral Manager by registered or certified mail or courier, from the Trustee, the Issuer, or the Collateral Manager, or to the Issuer, the Collateral Manager and the Trustee from the Controlling Class acting pursuant to an Ordinary Resolution, specifying such default, breach or failure and requiring it to be remedied and stating that such notice is a “Notice of Default” under the Trust Deed; provided that if the Issuer (as notified to the Trustee by the Collateral Manager in writing) has commenced curing such default, breach or failure during the 30 day period specified above, such default, breach or failure shall not constitute a Note Event of Default under this paragraph (v) unless (A) it continues for a period of 45 days (rather than, and not in addition to, such 30 day period specified above) after notice thereof in accordance herewith, or (B) if such default, breach or failure is in respect of payments made under the Priorities of Payments and can be cured only on a Payment Date, it continues after the next Payment Date.

(vi) Insolvency Proceedings

proceedings are initiated against the Issuer under any applicable liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws (together, “**Insolvency Law**”), or a receiver, administrative receiver, trustee, administrator, examiner, custodian, conservator, liquidator, curator, or other similar official appointed in connection with any Insolvency Law or a security enforcement or related proceedings (a “**Receiver**”) is appointed in relation to the Issuer or in relation to the whole or any substantial part (in the opinion of the Trustee) of the undertaking or assets of the Issuer and in any of the foregoing cases, except in relation to the appointment of a Receiver, is not discharged within 30 days; or the Issuer is subject to, or initiates or consents to judicial proceedings relating to itself under any applicable Insolvency Law, or seeks the appointment of a Receiver, or makes a conveyance or assignment for the benefit of its creditors generally or otherwise becomes subject to any reorganisation or amalgamation (other than on terms previously approved in writing by the Trustee or by an Extraordinary Resolution of the Controlling Class);

(vii) Illegality

it is or will become unlawful for the Issuer to perform or comply with any one or more of its obligations under the Notes; or

(viii) Investment Company Act

the Issuer or any of the Collateral becomes required to register as an “Investment Company” under the Investment Company Act and such requirement continues for 45 days.

(b) Acceleration

- (i) If a Note Event of Default occurs and is continuing, the Trustee may, at its discretion and shall, at the request of the Controlling Class acting by way of Ordinary Resolution, (provided that the Trustee shall not be obliged to take any action unless indemnified and/or secured and/or prefunded to its satisfaction) give notice to the Issuer and the Collateral Manager that all the Notes are immediately due and repayable at their applicable Redemption Prices (such notice, an “**Acceleration Notice**”), provided that following the occurrence of a Note Event of Default described in paragraph (vi) or (vii) of the definition thereof, such notice shall be deemed to have been given and all the Notes shall automatically become immediately due and repayable at their applicable Redemption Prices.
- (ii) Upon any such notice being given or deemed to have been given to the Issuer in accordance with Condition 10(b)(i) (*Acceleration*) all of the Notes shall immediately become due and repayable at their applicable Redemption Prices.

(c) Curing of Default

At any time after a notice of acceleration of maturity of the Notes has been given pursuant to Condition 10(b) (*Acceleration*) following the occurrence of a Note Event of Default (other than with respect to a Note Event of Default occurring under paragraph (vi) or (vii) of the definition thereof where such notice is not required) and prior to enforcement of the security pursuant to Condition 11 (*Enforcement*), the Trustee, subject to receipt of consent in writing from the Controlling Class, may and shall, if so requested by the Controlling Class, in each case, acting by way of an Ordinary Resolution, (provided that the Trustee shall not be obliged to take any action unless indemnified and/or secured and/or prefunded to its satisfaction) rescind and annul such notice of acceleration under paragraph (b)(i) above and its consequences if:

- (i) the Issuer has paid or deposited with the Trustee a sum sufficient to pay:
 - (A) all overdue payments of interest and principal on the Notes, other than the Subordinated Notes;

- (B) all due but unpaid taxes owing by the Issuer, as certified by an Authorised Officer of the Issuer to the Trustee;
- (C) all unpaid Trustee Fees and Expenses (without regard to the Senior Expenses Cap);
- (D) all unpaid Administrative Expenses (without regard to the Senior Expenses Cap);
- (E) all amounts due and payable by the Issuer under any Hedge Transaction;
- (ii) the Trustee has determined that all Note Events of Default, other than the non-payment of the interest in respect of, or principal of, the Notes that have become due solely as a result of the acceleration thereof under paragraph (b) above due to such Note Events of Default, have been cured or waived.

All amounts received in respect of this Condition 10(c) (*Curing of Default*), shall be distributed two Business Days following the receipt by the Trustee of written notice from the Issuer confirming that the Issuer has received such amounts, in accordance with the Post-Acceleration Priority of Payments.

Any previous rescission and annulment of a notice of acceleration pursuant to this paragraph (c) shall not prevent the subsequent acceleration of the Notes if the Trustee, at its discretion or, as subsequently requested, accelerates the Notes in accordance with Condition 10(b) (*Acceleration*) above or if the Notes are automatically accelerated in accordance with paragraph (b)(i) above.

(d) Restriction on Acceleration of Notes

No acceleration of the Notes shall be permitted pursuant to this Condition 10(d) (*Restriction on Acceleration of Notes*) by any Class of Noteholders, other than the Controlling Class as provided in Condition 10(b) (*Acceleration*).

(e) Notification and Confirmation of No Default

The Issuer shall immediately notify in writing the Trustee, the Collateral Manager, the Noteholders in accordance with Condition 16 (*Notices*) and each Hedge Counterparty and the Rating Agencies upon becoming aware of the occurrence of a Note Event of Default. The Trust Deed contains provision for the Issuer to provide written confirmation to the Trustee and the Rating Agencies on an annual basis and upon request that no Note Event of Default has occurred and that no condition, event or act has occurred which, with the lapse of time and/or the issue, making or giving of any notice, certification, declaration and/or request and/or the taking of any similar action and/or the fulfilment of any similar condition would constitute a Note Event of Default and that no other matter which is required (pursuant thereto) to be brought to the Trustee's attention has occurred.

(f) Collateral Manager Events of Default

Any of the following events shall constitute a “**Collateral Manager Event of Default**”:

- (i) the Collateral Manager wilfully breaches, or wilfully takes any action that it knows violates any material provision of the Collateral Management Agreement or any other Transaction Document applicable to the Collateral Manager (it being understood that any action or failure to act by the Collateral Manager, including but not limited to any decision to buy or sell a Collateral Debt Obligation, based on its good faith interpretation (and where appropriate based on advice from legal counsel) of the Transaction Documents will not be considered a wilful breach or violation);
- (ii) the Collateral Manager breaches any material provision of the Collateral Management Agreement or any terms of any other Transaction Document applicable to it that, either individually or in the aggregate, is or could reasonably be expected to be, in the opinion of the Trustee, materially prejudicial to the interests of the holders of any Class of Notes (excluding for purposes of this paragraph (ii) any actions referred to in paragraph (i) above) and fails to

cure such breach within 30 days of becoming aware of, or receiving notice from the Issuer or the Trustee of, such breach or, if such breach is not capable of cure within 30 days, the Collateral Manager fails to cure such breach within the period in which a reasonably diligent person could cure such breach (but in no event more than 90 days);

- (iii) certain bankruptcy events (excepting consolidation, amalgamation or merger) occur with respect to the Collateral Manager as described in the Collateral Management Agreement;
- (iv) the occurrence of a Note Event of Default that arises directly from a breach or default of the Collateral Manager's duties under the Collateral Management Agreement, which breach or default is not cured within any applicable cure period set forth in the Conditions;
- (v) any action is taken by the Collateral Manager or any of its senior executive officers involved in the management of any of the Collateral Debt Obligations, that constitutes fraud or criminal activity in connection with the performance of the Collateral Manager's obligations under the Collateral Management Agreement;
- (vi) the Collateral Manager is indicted, or any of its senior executive officers is convicted, of a criminal offence under the laws of any jurisdiction in which it conducts business, materially related to the Collateral Manager's asset management business, unless, (A) in the case of a conviction of a senior executive officer of the Collateral Manager, such senior executive officer has, within 30 days after such occurrence, been removed from performing work in fulfilment of the Collateral Manager's obligations under the Collateral Management Agreement, as the case may be, or (B) in the case of an indictment arising from practices that have become the subject of contemporaneous actions against multiple un-affiliated investment advisers in the same jurisdiction or regulatory region, such indictment has been cured or dismissed within 30 days; or
- (vii) the Collateral Manager resigning pursuant to the terms of the Collateral Management Agreement.

Pursuant to the terms of the Collateral Management Agreement:

- (A) following occurrence of a Collateral Manager Event of Default pursuant to paragraphs (i) to (vi) of the definition thereof the Collateral Manager may be removed by the Issuer at the direction of (i) the Controlling Class (acting by way of Extraordinary Resolution) or (ii) the holders of the Subordinated Notes (acting by way of Ordinary Resolution) (in each case excluding (x) any CM Non-Voting Exchangeable Notes, CM Non-Voting Notes, and (y) those Notes held by the Collateral Manager or any of its Affiliates) upon 10 Business Days' prior written notice to the Collateral Manager, the Trustee, the Noteholders in accordance with Condition 16 (*Notices*), the Hedge Counterparties and each Rating Agency;
- (B) written notice shall be given in respect of the occurrence of a Collateral Manager Event of Default, by the Collateral Manager to the Issuer, the Trustee, the Collateral Administrator, the Noteholders in accordance with Condition 16 (*Notices*), the Hedge Counterparties and each Rating Agency; and
- (C) upon the occurrence of a removal of the Collateral Manager or a Collateral Manager Event of Default pursuant to paragraph (vii) of the definition thereof, the Controlling Class (excluding the holders of any CM Non-Voting Exchangeable Notes and CM Non-Voting Notes) and the Subordinated Noteholders will have certain rights with respect to the appointment of a successor collateral manager, as more fully described in the Collateral Management Agreement.

Notwithstanding the above, no purported resignation or removal of the Collateral Manager shall be effective until a successor collateral manager has been appointed in the manner specified in the Collateral Management Agreement.

The Issuer acknowledges that the rights of the Controlling Class to participate in the selection or removal of the Collateral Manager following a Collateral Manager Event of Default, as described above, are the rights of a creditor to exercise remedies upon the occurrence of an event of default.

11. Enforcement

(a) Security Becoming Enforceable

Subject as provided in paragraph (b) below, the security constituted by the Trust Deed over the Collateral shall become enforceable upon an acceleration of the maturity of the Notes pursuant to Condition 10(b) (*Acceleration*).

(b) Enforcement

At any time after the Notes become due and repayable and the security under the Trust Deed becomes enforceable, the Trustee may, at its discretion, but subject always to Condition 4(c) (*Limited Recourse and Non-Petition*) and shall, if so directed by the Controlling Class acting by way of an Ordinary Resolution, institute such proceedings or take any other action against the Issuer as it may think fit to enforce the terms of the Trust Deed and the Notes and pursuant and subject to the terms of the Trust Deed and the Notes, realise and/or otherwise liquidate or sell the Collateral in whole or in part and/or take such other action as may be permitted under applicable laws against any Obligor in respect of the Collateral and/or take any other action to enforce or realise the security over the Collateral in accordance with the Trust Deed (such actions together, “**Enforcement Actions**”), in each case without any liability as to the consequence of such action and without having regard (save to the extent provided in Condition 14(e) (*Entitlement of the Trustee and conflicts of interest*)) to the effect of such action on individual Noteholders of any Class or any other Secured Party provided further that:

(i) no such Enforcement Action may be taken by the Trustee unless:

(A) (subject, in each case, to it being indemnified and/or secured and/or prefunded to its satisfaction), the Trustee (or an agent or other appointee on its behalf, including, without limitation, the Collateral Manager (an “**Enforcement Agent**”)) determines (subject to paragraph (ii) below) (in accordance with Condition 11(b)(iii) below that the anticipated proceeds realised from such Enforcement Action (after deducting and allowing for any expenses properly incurred in connection therewith) would be sufficient to discharge in full all amounts due and payable in respect of all Classes of Notes (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes) other than the Subordinated Notes and all amounts payable in priority thereto pursuant to the Post-Acceleration Priority of Payments (such amount the “**Enforcement Threshold**” and such determination being an “**Enforcement Threshold Determination**”), subject to consultation with the Collateral Manager; or

(B) if the Enforcement Threshold will not have been met then subject to paragraph (ii) below:

(1) in the case of a Note Event of Default specified in sub-paragraph (i), (ii) or (iv) of Condition 10(a) (*Note Events of Default*), the Controlling Class acting by way of Ordinary Resolution (and no other Class of Notes) directs the Trustee to take Enforcement Action without regard to any other Note Event of Default

which has occurred prior to, contemporaneously or subsequent to such Note Event of Default; or

- (2) in the case of any other Note Event of Default, the Noteholders of each Class of Rated Notes voting separately by Class by way of Ordinary Resolution direct the Trustee to take Enforcement Action.
- (ii) the Trustee shall not be bound to institute any Enforcement Action or take any other action unless it is directed to do so by the Controlling Class or, in the case of Condition 11(b)(i)(B)(2) each Class of Rated Notes as applicable, acting by way of Ordinary Resolution and, in each case, the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against all Liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith. Following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the Trustee shall (provided it is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) act upon the directions of the Subordinated Noteholders acting by way of Extraordinary Resolution; and
- (iii) for the purposes of determining issues relating to the execution of a sale or liquidation of the Portfolio, the anticipated proceeds to be realised from any Enforcement Action and whether the Enforcement Threshold will be met, the Trustee may appoint an independent investment banking firm or other appropriate advisor to advise it and may obtain and rely on an opinion and/or advice of such independent investment banking firm or other appropriate advisor (the cost of which shall be payable as Trustee Fees and Expenses).

The Trustee shall notify the Noteholders in accordance with Condition 16 (*Notices*), the Issuer, the Agents, the Collateral Manager, each Hedge Counterparty and the Rating Agencies in the event that the Trustee or an Enforcement Agent on its behalf makes an Enforcement Threshold Determination at any time or the Trustee takes any Enforcement Action at any time (such notice an “**Enforcement Notice**”). Following the delivery of an Acceleration Notice which has not been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*) or, as the case may be following automatic acceleration of the Notes or pursuant to an Optional Redemption in whole in accordance with Condition 7(b) (*Optional Redemption*) or Condition 7(g) (*Redemption following Note Tax Event*), Interest Proceeds, Principal Proceeds and the net proceeds of enforcement of the security over the Collateral (other than with respect to any Counterparty Downgrade Collateral and/or Swap Tax Credits (which are required to be paid or returned to a Hedge Counterparty outside the Priorities of Payments in accordance with the Hedge Agreement and/or Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*)) or amounts standing to the credit of the Non-Euro Hedge Account which represent Sale Proceeds, prepayment proceeds or redemption proceeds in respect of Non-Euro Obligations, which in each case are required to be paid to the relevant Hedge Counterparty subject to and in accordance with the terms of an Asset Swap Transaction and the related Asset Swap Agreement and which shall be so paid or returned outside the Priorities of Payment), shall be credited to the Payment Account and shall be distributed in accordance with the following order of priority but in each case only to the extent that all payments of a higher priority have been made in full (the “**Post-Acceleration Priority of Payments**”):

- (A) to the payment (other than following an enforcement of the security in accordance with Condition 11 (*Enforcement*)) of taxes owing by the Issuer accrued in respect of the related Due Period (other than Irish corporate income tax in relation to the amounts equal to the minimum profit referred to below), as certified by an Authorised Officer of the Issuer to the Trustee, if any, and to the payment of amounts equal to the minimum profit to be retained by the Issuer for Irish tax purposes, for deposit into the Issuer Profit Account from time to time;

- (B) to the payment of accrued and unpaid Trustee Fees and Expenses up to an amount equal to the Senior Expenses Cap, provided that following the occurrence of an Event of Default which is continuing, the Senior Expenses Cap shall not apply;
- (C) to the payment of accrued and unpaid Administrative Expenses in the order of priority specified therein, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period, less any amounts paid pursuant to item (B) above, provided that following the occurrence of an Event of Default which is continuing, the Senior Expenses Cap shall not apply;
- (D) to the payment of any Liquidity Payments due and payable to the Liquidity Facility Provider under the Liquidity Facility Agreement;
- (E) to the payment on a pro rata and pari passu basis, of any Scheduled Periodic Interest Rate Hedge Issuer Payments (to the extent not paid or provided for out of the Interest Account), Scheduled Periodic Asset Swap Issuer Payments (to the extent not paid or provided for out of the relevant Non-Euro Hedge Account) and Hedge Termination Payments (other than Defaulted Hedge Termination Payments);
- (F) to the payment:
 - (1) firstly, on a pro rata and pari passu basis to: (i) the Collateral Manager of the Senior Collateral Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Collateral Manager or, other than following an enforcement of the Notes in accordance with Condition 11 (*Enforcement*), directly to the relevant taxing authority) save for any Deferred Senior Collateral Management Amounts which shall not be paid pursuant to this paragraph; and (ii) the Class M-2 Subordinated Noteholders of the Senior Class M-2 Interest Amount due and payable on the Class M-2 Subordinated Notes (excluding any Deferred Interest thereon); and
 - (2) secondly, on a pro rata and pari passu basis to: (i) the Collateral Manager, any previously due and unpaid Senior Collateral Management Fees (other than Deferred Senior Collateral Management Amounts) and any VAT in respect thereof (whether payable to the Collateral Manager or, other than following an enforcement of the Notes in accordance with Condition 11 (*Enforcement*), directly to the relevant taxing authority); and (ii) the Class M-2 Subordinated Noteholders of any Deferred Interest attributable to the Senior Class M-2 Interest Amounts on the Class M-2 Subordinated Notes,
- (G) to the payment on a pro rata and pari passu basis of all Interest Amounts due and payable on the Class A Notes;
- (H) to the redemption on a pro rata and pari passu basis of the Class A Notes, until the Class A Notes have been redeemed in full;
- (I) to the payment on a pro rata and pari passu basis of the Interest Amounts due and payable on the Class B Notes;
- (J) to the redemption on a pro rata and pari passu basis of the Class B Notes, until the Class B Notes have been redeemed in full;
- (K) to the payment on a pro rata and pari passu basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class C Notes;

- (L) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class C Notes;
- (M) to the redemption on a pro rata and pari passu basis of the Class C Notes, until the Class C Notes have been redeemed in full;
- (N) to the payment on a pro rata and pari passu basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class D Notes;
- (O) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class D Notes;
- (P) to the redemption on a pro rata and pari passu basis of the Class D Notes, until the Class D Notes have been redeemed in full;
- (Q) to the payment on a pro rata and pari passu basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class E Notes;
- (R) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class E Notes;
- (S) to the redemption on a pro rata and pari passu basis of the Class E Notes, until the Class E Notes have been redeemed in full;
- (T) to the payment on a pro rata and pari passu basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class F Notes;
- (U) to the payment on a pro rata and pari passu basis of any Deferred Interest on the Class F Notes;
- (V) to the redemption on a pro rata and pari passu basis of the Class F Notes, until the Class F Notes have been redeemed in full;
- (W) to the payment:
 - (1) firstly, on a pro rata and pari passu basis to: (i) the Collateral Manager of the Subordinated Collateral Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Collateral Manager or, other than following an enforcement of the Notes in accordance with Condition 11 (*Enforcement*), directly to the relevant taxing authority) and (ii) the Class M-2 Subordinated Noteholders of any Subordinated Class M-2 Interest on the Class M-2 Subordinated Notes;
 - (2) secondly, on a pro rata and pari passu basis to: (i) the Collateral Manager of any previously due and unpaid Subordinated Collateral Management Fee (other than Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts) and any VAT in respect thereof (whether payable to the Collateral Manager or, other than following an enforcement of the Notes in accordance with Condition 11 (*Enforcement*), directly to the relevant taxing authority) and (ii) the Class M-2 Subordinated Noteholders of any Deferred Interest attributable to unpaid Subordinated Class M-2 Interest Amounts on the Class M-2 Subordinated Notes;
 - (3) thirdly, pro rata and pari passu to the Collateral Manager in payment of any Deferred Senior Collateral Management Amounts and Deferred Subordinated

Collateral Management Amounts, the deferral of which has been rescinded by the Collateral Manager; and

- (4) fourthly, to the repayment of any Collateral Manager Advances and any interest thereon.
- (X) to the payment of Trustee Fees and Expenses, not paid by reason of the Senior Expenses Cap (if any);
- (Y) to the payment of Administrative Expenses in the order of priority specified therein, not paid by reason of the Senior Expenses Cap (if any);
- (Z) to the payment on a pro rata basis of any Defaulted Hedge Termination Payments due to any Hedge Counterparty; and
- (AA) (1) if the Incentive Collateral Management Fee IRR Threshold has not been reached, any remaining Interest Proceeds and Principal Proceeds to the payment on the Subordinated Notes on a pro rata basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes immediately prior to such redemption), until the Incentive Collateral Management Fee IRR Threshold is reached; and
- (2) if, after taking into account all prior distributions to Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on the date of such distribution including pursuant to paragraphs (1) above, (EE) of the Interest Proceeds Priority of Payments and (S) of the Principal Proceeds Priority of Payments, the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):
 - (a) firstly, 20.0 per cent. of any remaining Interest Proceeds and Principal Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee;
 - (b) secondly, any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant tax authority); and
 - (c) thirdly, any remaining Interest Proceeds and Principal Proceeds, to the payment on the Subordinated Notes on a pro rata basis (determined upon redemption in full thereof by reference to the proportion that the principal amount of the Subordinated Notes held by Subordinated Noteholders bore to the Principal Amount Outstanding of the Subordinated Notes and immediately prior to such redemption).

Subject to the specific provision that is made pursuant to paragraph (AA)(2) above, where the payment of any amount in accordance with the Priorities of Payments set out above is subject to any deduction or withholding for or on account of any tax or (other than following an enforcement of the security in accordance with Condition 11 (*Enforcement*)) any other tax is payable by or on behalf of the Issuer in respect of any such amount, payment of the amount so deducted or withheld or of the tax so due shall be made to the relevant taxing authority *pari passu* with and, so far as possible, at the same time as the payment of the amount in respect of which the relevant deduction or withholding or other liability to tax has arisen.

Notwithstanding anything contained in the Priorities of Payment above, the net proceeds of enforcement of the security created by the Trust Deed in favour of the Trustee for the benefit of the Liquidity Facility Provider shall be credited to such account as the Liquidity Facility Provider shall

designate and the Trustee shall hold all moneys received by it under or pursuant to the Trust Deed in connection with the realisation or enforcement of all or part of the security created in favour of the Trustee for the benefit of the Liquidity Facility Provider, whether before or after the occurrence of an Note Event of Default, in trust for the benefit of the Liquidity Facility Provider.

(c) Only Trustee to Act

Only the Trustee may pursue the remedies available under the Trust Deed to enforce the rights of the Noteholders or, in respect of the Collateral, of any of the other Secured Parties under the Trust Deed and the Notes and no Noteholder or other Secured Party may proceed directly against the Issuer or any of its assets unless the Trustee, having become bound to proceed in accordance with the terms of the Trust Deed, fails or neglects to do so within a reasonable period after having received notice of such failure and such failure or neglect continues for at least 30 days following receipt of such notice by the Trustee. Any proceeds received by a Noteholder or other Secured Party pursuant to any such proceedings brought by a Noteholder or other Secured Party shall be paid promptly following receipt thereof to the Trustee for application pursuant to the terms hereof. After realisation of the security which has become enforceable and distribution of the net proceeds in accordance with the Priorities of Payments, no Noteholder or other Secured Party may take any further steps against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to such Secured Party and all claims against the Issuer to recover any sum still unpaid in respect of the Notes or the Issuer's obligations to such Secured Party and all claims against the Issuer in respect of such sums unpaid shall be extinguished. In particular, none of the Trustee, any Noteholder or any other Secured Party shall be entitled in respect thereof to petition or take any other step for the winding up of the Issuer except to the extent permitted under the Trust Deed.

(d) Purchase of Collateral by Noteholders

Upon any sale of any part of the Collateral following the acceleration of the Notes under Condition 10(b) (*Acceleration*), whether made under the power of sale under the Trust Deed or by virtue of judicial proceedings, any Noteholder may (but shall not be obliged to) bid for and purchase the Collateral or any part thereof and, upon compliance with the terms of sale, may hold, retain, possess or dispose of such property in its or their own absolute right without accountability. In addition, any purchaser in any such sale which is a Noteholder may deliver Notes held by it in place of payment of the purchase price for such Collateral where the amount payable to such Noteholder in respect of such Notes pursuant to the Priorities of Payments out of the net proceeds of such sale is equal to or exceeds the purchase moneys so payable.

12. Prescription

Claims in respect of principal and interest payable on redemption in full of the relevant Notes while the Notes are represented by a Definitive Certificate will become void unless presentation for payment is made as required by Condition 7 (*Redemption and Purchase*) within a period of five years, in the case of interest, and ten years, in the case of principal, from the date on which payment in respect of such Notes is received by the applicable Paying Agent.

Notwithstanding the above, claims against the Issuer in respect of principal and interest on the Notes while the Notes are represented by a Global Certificate will become void unless presented for payment within a period of ten years (in the case of principal) and five years (in the case of interest) from the date on which any payment first becomes due.

13. Replacement of Notes

If any Note is lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of any Transfer Agent, subject in each case to all applicable laws and Irish Stock Exchange requirements, upon payment by the claimant of the expenses incurred in connection with such replacement and on such terms as

to evidence, security, indemnity and otherwise as the Issuer may require (provided that the requirement is reasonable in the light of prevailing market practice). Mutilated or defaced Notes must be surrendered before replacements will be issued.

14. Meetings of Noteholders, Modification, Waiver and Substitution

(a) Provisions in Trust Deed

The Trust Deed contains provisions for convening meetings of the Noteholders or any Class thereof (and of passing Written Resolutions) to consider matters affecting the interests of the Noteholders including, without limitation, modifying or waiving certain of the provisions of these Conditions and the substitution of the Issuer in certain circumstances. The provisions in this Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) are descriptive of the detailed provisions of the Trust Deed.

(b) Decisions and Meetings of Noteholders

(i) General

Decisions may be taken by Noteholders by way of Ordinary Resolution, Extraordinary Resolution or Unanimous Resolution, in each case, either acting together or, to the extent specified in any applicable Transaction Document, as a Class of Noteholders acting independently. Such Resolutions can be effected either at a duly convened meeting of the applicable Noteholders or by the applicable Noteholders resolving in writing, in each case, in at least the minimum percentages specified in the table “Minimum Percentage Voting Requirements” in paragraph (iii) below. Meetings of the Noteholders may be convened by the Issuer, the Trustee (subject to being indemnified and/or secured and/or prefunded to its satisfaction) or by one or more Noteholders holding not less than 10 per cent. in principal amount of the Notes Outstanding of a particular Class, subject to certain conditions including minimum notice periods.

The holder of each Global Certificate will be treated as being one person for the purposes of any quorum requirements of, or the right to demand a poll at, a meeting of Noteholders and, at any such meeting, as having one vote in respect of each €1,000 of principal amount of Notes for which the relevant Global Certificate may be exchanged.

The Trustee may, in its discretion, determine that any proposed Ordinary Resolution or Extraordinary Resolution affects the holders of only one or more Classes of Notes, in which event the required quorum and minimum percentage voting requirements of such Ordinary Resolution or Extraordinary Resolution may be determined by reference only to the holders of that Class or Classes of Notes and not the holders of any other Notes as set forth in the tables below.

Notice of any Resolution passed by the Noteholders will be given by the Issuer to the Rating Agencies in writing.

(ii) Quorum

The quorum required for any meeting convened to consider an Ordinary Resolution, Extraordinary Resolution or Unanimous Resolution, in each case, of all the Noteholders or of any Class of Noteholders, or at any adjourned meeting to consider such a Resolution, shall be as set out in the relevant column and row corresponding to the type of resolution in the table “Quorum Requirements” below.

Quorum Requirements

Type of Resolution	Any meeting other than a meeting adjourned for want of quorum	Meeting previously adjourned for want of quorum
Unanimous Resolution	One or more persons holding or representing 100 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the Notes of the relevant Class or Classes only, if applicable)	One or more persons holding or representing 100 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the Notes of the relevant Class or Classes only, if applicable)
Extraordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 66⅔ per cent. of the aggregate Principal Amount Outstanding of the Notes (or the Notes of the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the Notes of the relevant Class or Classes only, if applicable)
Ordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 50 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the Notes of the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25 per cent. of the aggregate Principal Amount Outstanding of the Notes (or the Notes of the relevant Class or Classes only, if applicable)

The Trust Deed does not contain any provision for higher quorums in any circumstances.

(iii) Minimum Voting Rights

Set out in the table “Minimum Percentage Voting Requirements” below are the minimum percentages required to pass the Resolutions specified in such table which, (A) in the event that such Resolution is being considered at a duly convened meeting of Noteholders, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding of Notes held or represented by any person or persons who vote in favour of such Resolution represents of the aggregate Principal Amount Outstanding of all applicable Notes which are entitled, represented at such meeting and are voted or, (B) in the case of any Written Resolution, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding of Notes entitled to be voted in respect of such Resolution and which are voted in favour thereof represent of the aggregate Principal Amount Outstanding of all the Notes entitled to vote in respect of such Written Resolution.

Minimum Percentage Voting Requirements

Type of Resolution	Per cent.
Unanimous Resolution of all Noteholders (or of a certain Class or Classes only)	100 per cent.
Extraordinary Resolution of all Noteholders (or of a certain Class or Classes only)	Not less than 66⅔ per cent.
Ordinary Resolution of all Noteholders (or of a certain	More than 50 per cent.

Class or Classes only)	
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(iv) Written Resolutions

Any Written Resolution may be contained in one document or in several documents in like form each signed by or on behalf of one or more of the relevant Noteholders and the date of such Written Resolution shall be the date on which the latest such document is signed. Any Unanimous Resolution, Extraordinary Resolution or Ordinary Resolution may be passed by way of a Written Resolution.

(v) All Resolutions Binding

Subject to Condition 14(e) (*Entitlement of the Trustee and conflicts of interest*) and in accordance with the Trust Deed, any Resolution of the Noteholders (including any resolution of a specified Class or Classes of Noteholders, where the resolution of one or more other Classes is not required) duly passed shall be binding on all Noteholders (regardless of Class and regardless of whether or not a Noteholder was present at the meeting at which such Resolution was passed).

(vi) Extraordinary Resolution

Subject to paragraph (ix) (*Unanimous Resolution*) below, any Resolution to sanction any of the following items will be required to be passed by an Extraordinary Resolution (in each case, subject to anything else specified in the Trust Deed, the Collateral Management Agreement or the relevant Transaction Document, as applicable):

- (A) the exchange or substitution for the Notes of a Class, or the conversion of the Notes of a Class into, shares, bonds or other obligations or securities of the Issuer or any other entity (other than in the case of a Refinancing);
- (B) the modification of the provisions concerning the quorum required at any meeting of Noteholders to consider a Resolution (other than a Unanimous Resolution) or the minimum percentage required to pass a Resolution (other than a Unanimous Resolution);
- (C) any modification of any Transaction Document having a material adverse effect on the security over the Collateral constituted by the Trust Deed;
- (D) subject to Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*), any item requiring approval by Extraordinary Resolution pursuant to these Conditions or any Transaction Document; and
- (E) any modification of this Condition 14(b)(vi) (*Decisions and Meetings of Noteholders*).

(vii) Ordinary Resolution

Any meeting of the Noteholders shall, subject to these Conditions and the Trust Deed, have the power by way of an Ordinary Resolution to approve any matter relating to the Notes not referred to in paragraph 14(b)(vi) (*Extraordinary Resolution*) above and (ix) (*Unanimous Resolution*) below.

(viii) Matters affecting a certain Class of Notes

Matters affecting the interests of only one Class (in the opinion of the Trustee) shall only be considered by and voted upon at a meeting of Noteholders of that Class or by written resolution of the holders of that Class.

(ix) Unanimous Resolution

Any Resolution to sanction any of the following items (a “**Key Terms Modification**”), will be required to be passed by a Unanimous Resolution of the holders of that Class, excluding, if such Resolution relates to any Refinancing, the Subordinated Notes together with any Class of Rated Notes that is being redeemed in full, (in each case, subject to anything else specified in the Trust Deed, the Collateral Management Agreement or the relevant Transaction Document, as applicable):

- (A) the modification of any provision relating to the timing and/or circumstances of the payment of interest or redemption of the Notes of a Class at maturity or otherwise (including the circumstances in which the maturity of such Notes may be accelerated (other than in the case of a Refinancing));
- (B) the modification of any of the provisions of the Trust Deed which would directly and adversely affect the calculation of the amount of any payment of interest or principal on any Note (other than in the case of a Refinancing);
- (C) the adjustment of the outstanding principal amount of the Notes Outstanding of the relevant Class other than in connection with a further issue of Notes pursuant to Condition 17 (*Additional Issuance*);
- (D) a change in the currency of payment of the Notes of a Class;
- (E) any change in the Priorities of Payments or of any payment items in the Priorities of Payments;
- (F) the modification of the provisions concerning the quorum required at any meeting of Noteholders to consider a Unanimous Resolution or the minimum percentage required to pass a Unanimous Resolution;
- (G) any item requiring approval by Unanimous Resolution pursuant to these Conditions or any Transaction Document; and
- (H) any modification affecting the Unanimous Resolutions provisions of this Condition 14(b)(ix) (*Decisions and Meetings of Noteholders*).

(c) Modification and Waiver

The Trust Deed and the Collateral Management Agreement both provide that, without the consent of the Noteholders (save where such consent is specified below), the Issuer may amend, modify, supplement and/or waive the relevant provisions of the Trust Deed and/or the Collateral Management Agreement and/or any other Transaction Document (subject to the consent of the other parties thereto, except as otherwise provided therein) (as applicable) and the Trustee shall, without the consent or sanction of any of the Noteholders or any other Secured Party, consent to such amendment, modification, supplement or waiver, subject as provided below (other than an amendment, modification, supplement or waiver, pursuant to paragraphs (xii), (xiii) and (xiv) below, which shall be subject to the prior written consent of the Trustee in accordance with the relevant paragraph), for any of the following purposes (other than, in each case, but without affecting the rights of the Trustee under paragraphs (xii), (xiii) and (xiv) below, any such amendment, modification, supplement and/or waiver that would have the effect of sanctioning an item which is required to be passed by a Unanimous Resolution under Condition 14(b)(ix) or an Extraordinary Resolution under Condition 14(b)(vi)):

- (i) to add to the covenants of the Issuer for the benefit of the Noteholders;
- (ii) to charge, convey, transfer, assign, mortgage or pledge any property to or with the Trustee;

- (iii) to correct or amplify the description of any property at any time subject to the security of the Trust Deed, or to better assure, convey and confirm unto the Trustee any property subject or required to be subject to the security of the Trust Deed (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations) or subject to the security of the Trust Deed any additional property;
- (iv) to evidence and provide for the acceptance of appointment under the Trust Deed by a successor trustee subject to and in accordance with the terms of the Trust Deed and to add to or change any of the provisions of the Trust Deed as shall be necessary to facilitate the administration of the trusts under the Trust Deed by more than one Trustee, pursuant to the requirements of the relevant provisions of the Trust Deed;
- (v) to make such changes as shall be necessary or advisable in order for the Notes of each Class to be (or to remain) listed on the regulated market of the Irish Stock Exchange or any other exchange;
- (vi) save as contemplated in paragraph (d) below, to take any action advisable to prevent the Issuer from becoming subject to withholding or other taxes, fees or assessments;
- (vii) to take any action advisable to reduce the risk that the Issuer will be treated as resident in the UK for UK tax purposes, as trading in the UK for UK tax purposes, as subject to UK diverted profits tax or as responsible for UK VAT in respect of any Collateral Management Fees;
- (viii) to facilitate compliance by the Issuer with the FTT or any other financial transaction tax that it is or becomes subject to;
- (ix) to take any action advisable to prevent the Issuer from being treated as engaged in a United States trade or business or otherwise be subject to U.S. federal, state or local income tax on a net income basis;
- (x) to take any action advisable to reduce the risk that the Issuer may be treated as other than a corporation for U.S. federal income tax purposes;
- (xi) to modify the restrictions on and procedures for resales and other transfers of Notes to reflect any changes in ERISA or other applicable law or regulation (or the interpretation thereof) to enable the Issuer to rely upon any exemption from registration under the Securities Act or the Investment Company Act or to remove restrictions on resale and transfer to the extent not required thereunder;
- (xii) to enter into any additional agreements not expressly prohibited by the Trust Deed or the Collateral Management Agreement (as applicable) as well as any amendment, modification or waiver of such additional agreements if the Trustee determines that such entry, amendment, modification or waiver would not, upon becoming effective, be materially prejudicial to the interests of the Noteholders of any Class, in each case provided that any such additional agreements include customary limited recourse and non-petition provisions;
- (xiii) to make any other modification of any of the provisions of the Trust Deed, the Collateral Management Agreement or any other Transaction Document which, in the opinion of the Trustee, is of a formal, minor or technical nature or is made to correct a manifest error;
- (xiv) to make any other modification (save as otherwise provided in the Trust Deed, the Collateral Management Agreement or the relevant Transaction Document), and/or give any waiver or authorisation of any breach or proposed breach, of any of the provisions of the Trust Deed or any other Transaction Document, which in the opinion of the Trustee, is not materially prejudicial to the interests of the Noteholders of any Class;
- (xv) to amend the name of the Issuer;

- (xvi) to enable the Issuer to achieve Tax Account Reporting Rules Compliance;
- (xvii) subject to the consent of the Controlling Class acting by way of Ordinary Resolution, to modify or amend:
 - (A) any components of the Moody's Test Matrix or the S&P Test Matrix in order that they may be consistent with the then current criteria of the Rating Agencies (subject to receipt of written confirmation from the relevant Rating Agency that such modification or amendment is consistent with the criteria of such Rating Agency, which confirmation may be by email or Rating Agency Confirmation as required by the relevant Rating Agency); and/or
 - (B) if S&P, Fitch or Moody's (as applicable) publicly announces a change in the S&P Recovery Rates, Fitch recovery rates, Moody's Recovery Rates or Moody's Rating Factors (as applicable), such recovery rates or rating factors in the Transaction Documents at the discretion of the Collateral Manager for consistency with changes in recovery rates, rating factors or methodology announced by the Rating Agencies,

for the avoidance of doubt paragraph (B) above is in addition to paragraph (A) above and no confirmation by a Rating Agency shall be required to make the modifications or amendments specified in paragraph (B);
- (xviii) subject to Rating Agency Confirmation, the consent of the Controlling Class acting by way of an Ordinary Resolution and the consent of the Subordinated Noteholders acting by way of an Ordinary Resolution, to make any modifications to the Collateral Quality Tests, Portfolio Profile Tests, Reinvestment Criteria or Eligibility Criteria and all related definitions (including in order to reflect changes in the methodology applied by the Rating Agencies);
- (xix) to make any changes necessary to permit any additional issuances of Notes or to issue replacement notes in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*);
- (xx) to (i) evidence any waiver or modification by any Rating Agency in its rating methodology or as to any requirement or condition, as applicable, of such Rating Agency set forth in the Transaction Documents subject to receipt of Rating Agency Confirmation from the Rating Agency to which such waiver, modification, requirement or condition relates or (ii) to otherwise conform any Transaction Document to the Offering Circular;
- (xxi) to modify the Transaction Documents in order to comply with Rule 17g-5 of the Exchange Act;
- (xxii) to make such changes as shall be necessary to facilitate the Issuer to effect a Refinancing in part in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*);
- (xxiii) to make any other modification of any of the provisions of the Trust Deed, the Collateral Management Agreement or any other Transaction Document to comply (i) with changes in the Retention Requirements or which result from the implementation of the implementing technical standards relating thereto or any subsequent risk retention legislation or official guidance and/or (ii) with the Securitisation Regulation and/or (iii) as the Collateral Manager determines are required to accommodate any EU Retention Cure Action;
- (xxiv) to make any other modification of any of the provisions of the Trust Deed, the Collateral Management Agreement or any other Transaction Document to comply with CRA3 or which result from the implementation of the implementing technical standards relating thereto;

- (xxv) to modify the terms of the Transaction Documents (including but not limited to any Hedge Agreements) and/or the Conditions in order to enable the Issuer to comply with any requirements of the CFTC or in relation to the Dodd-Frank Act, subject to receipt by the Trustee of a certificate of the Issuer certifying to the Trustee that the requested amendments are to be made solely for the purpose of enabling the Issuer to comply with CFTC requirements or the Dodd-Frank Act (upon which certification the Trustee shall be entitled to rely without further enquiry and without liability);
- (xxvi) to modify the terms of the Transaction Documents (including but not limited to any Hedge Agreement) and/or the Conditions in order to enable the Issuer to comply with any requirements in respect of EMIR, subject to receipt by the Trustee of a certificate of the Issuer certifying to the Trustee that the requested amendments are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under EMIR (upon which certification the Trustee shall be entitled to rely without further enquiry and without liability);
- (xxvii) to modify the terms of the Transaction Documents (including but not limited to any Hedge Agreement) and/or the Conditions in order to enable the Issuer to comply with any requirements in respect of AIFMD, subject to receipt by the Trustee of a certificate of the Issuer certifying to the Trustee that the requested amendments are to be made solely for the purpose of enabling the Issuer to satisfy its requirements under AIFMD (upon which certification the Trustee shall be entitled to rely without further enquiry and without liability); and
- (xxviii) to modify the terms of any Hedge Agreements in order to enable the Issuer and/or a Hedge Counterparty to comply with any regulatory requirements applicable to it which come into force after the Issue Date.

Any such modification, authorisation or waiver shall be binding on the Noteholders and shall be notified by the Issuer as soon as reasonably practicable following the execution of any trust deed supplemental to the Trust Deed or any other modification, authorisation or waiver pursuant to this Condition 14(c) (*Modification and Waiver*) to:

- (A) so long as any of the Notes rated by the Rating Agencies remains Outstanding, the Rating Agencies; and
- (B) the Noteholders in accordance with Condition 16 (*Notices*).

Notwithstanding anything to the contrary herein and in the Trust Deed, the Issuer shall not agree to amend, modify or supplement any provisions of the Transaction Documents if such change (i) shall have a material adverse effect on the rights or obligations of a Hedge Counterparty without the Hedge Counterparty's prior written consent or (ii) would be material (as determined by the Collateral Manager acting reasonably) without the Collateral Manager's prior written consent.

The Issuer shall notify each Hedge Counterparty of any proposed amendment to any provisions of the Transaction Documents and seek the consent of such Hedge Counterparty in respect thereof, in each case to the extent required in accordance with and subject to these Conditions and the terms of the relevant Hedge Agreement. For the avoidance of doubt, such notice shall only be given and such consent shall only be sought to the extent required in accordance with and subject to the terms of these Conditions and the relevant Hedge Agreement and, where such consent is sought, any such amendment shall only be made following the expiry of the notice

For the avoidance of doubt, the Trustee shall, subject to the following paragraph, without the consent or sanction of any of the Noteholders (save where specified above) or any other Secured Party, concur with the Issuer, in making any modification, amendment, waiver or supplement pursuant to the paragraphs above (save for modifications, amendments, waivers or supplements in accordance with paragraphs (xii), (xiii) and (xiv) above) to the Transaction Documents which the Issuer or the Collateral Manager certifies to the

Trustee is required pursuant to the paragraphs above (upon which certification the Trustee is entitled to rely without further enquiry and without liability) provided that the Trustee shall not be obliged to agree to any modification which, in the opinion of the Trustee, would have the effect of (i) exposing the Trustee to any liability against which it has not been indemnified and/or secured and/or pre-funded to its satisfaction or (ii) adding to or increasing the obligations, liabilities or duties, or decreasing the protections, rights, powers or indemnities of the Trustee in respect of the Transaction Documents.

In the case of a modification, amendment, waiver or supplement pursuant to paragraphs (xii), (xiii) and (xiv) above, the Trustee may impose such conditions as it sees fit and provided that the Trustee shall not be required to give its consent in relation to paragraphs (xii), (xiii) and (xiv) above on less than 21 days' notice and the Trustee shall be entitled to obtain legal, financial or other expert advice, at the expense of the Issuer, and rely on such advice in connection with determining whether or not to give such consent as it sees fit.

(d) Substitution

The Trust Deed contains provisions permitting the Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Trustee may require (without the consent of the Noteholders of any Class), to the substitution of any other company in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Notes of each Class, if required for taxation purposes, provided that such substitution would not, in the opinion of the Trustee, be materially prejudicial to the interests of the Noteholders of any Class. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, but subject to receipt of Rating Agency Confirmation (subject to receipt of such information and/or opinions as the Rating Agencies may require), to a change of the law governing the Notes and/or the Trust Deed, provided that such change would not in the opinion of the Trustee be materially prejudicial to the interests of the Noteholders of any Class. Any substitution agreed by the Trustee pursuant to this Condition 14(d) (*Substitution*) shall be binding on the Noteholders, and shall be notified by the Issuer to the Noteholders as soon as practicable in accordance with Condition 16 (*Notices*).

The Trustee may, subject to the satisfaction of certain conditions specified in the Trust Deed, including receipt of Rating Agency Confirmation, agree to a change in the place of residence of the Issuer for taxation purposes without the consent of the Noteholders of any Class, provided the Issuer does all such things as the Trustee may require in order that such change in the place of residence of the Issuer for taxation purposes is fully effective and complies with such other requirements which are in the interests of the Noteholders as it may reasonably direct.

The Issuer shall procure that, so long as the Notes are listed on the regulated market of the Irish Stock Exchange any material amendments or modifications to the Conditions of the Notes, the Trust Deed or such other conditions made pursuant to this Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) shall be notified to the Irish Stock Exchange.

(e) Entitlement of the Trustee and conflicts of interest

In connection with the exercise of its trusts, powers, duties and discretions (including but not limited to those referred to in this Condition 14(e) (*Entitlement of the Trustee and conflicts of interest*), the Trustee shall have regard to the interests of each Class of Noteholders as a Class and shall not have regard to the consequences of such exercise for individual Noteholders of such Class and the Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer, the Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Noteholders except to the extent already provided for in Condition 9 (*Taxation*).

In considering the interests of Noteholders while the Global Certificates are held on behalf of a clearing system, the Trustee may have regard to any information provided to it by such clearing

system or its operator as to the identity (either individually or by category) of its account holders with entitlements to each Global Certificate and may consider such interests as if such account holders were the holders of any Global Certificate.

The Trust Deed provides that in the event of any conflict of interest between or among the holders of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, the interests of the holders of the Controlling Class will prevail. If the holders of the Controlling Class do not have an interest in the outcome of the conflict, the Trustee shall give priority to the interests of (i) the Class B Noteholders over the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (ii) the Class C Noteholders over the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (iii) the Class D Noteholders over the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders; (iv) the Class E Noteholders over the Class F Noteholders and the Subordinated Noteholders; and (v) the Class F Noteholders over the Subordinated Noteholders. If the Trustee receives conflicting or inconsistent requests from two or more groups of holders of a Class, given priority as described in this paragraph, each representing less than the majority by principal amount of such Class, the Trustee shall give priority to the group which holds the greater aggregate principal amount of Notes Outstanding of such Class. The Trust Deed provides further that the Trustee will act upon the directions of the holders of the Controlling Class (or other Class given priority as described in this paragraph) in such circumstances subject to being indemnified and/or secured and/or prefunded to its satisfaction, and shall not be obliged to consider the interests of and is exempted from any liability to the holders of any other Class of Notes.

In addition, the Trust Deed provides that, so long as any Note is Outstanding, the Trustee shall have no regard to the interests of any Secured Party other than the Noteholders or, at any time, to the interests of any other person.

15. Indemnification of the Trustee

The Trust Deed contains provisions for the indemnification of the Trustee and for its relief from responsibility in certain circumstances, including provisions relieving it from instituting proceedings to enforce repayment or to enforce the security constituted by or pursuant to the Trust Deed, unless indemnified and/or secured and/or prefunded to its satisfaction. The Trustee is entitled to enter into business transactions with the Issuer or any other party to any Transaction Document and any entity related to the Issuer or any other party to any Transaction Document without accounting for any profit. The Trustee is exempted from any liability in respect of any loss or theft or reduction of value of the Collateral from any obligation to insure, or to monitor the provisions of any insurance arrangements in respect of, the Collateral (for the avoidance of doubt, under the Trust Deed the Trustee is under no such obligation) and from any claim arising from the fact that the Collateral is held by the Custodian or is otherwise held in safe custody by a bank or other custodian. The Trustee shall not be responsible for the performance by the Custodian of any of its duties under the Agency Agreement or for the performance by the Collateral Manager of any of its duties under the Collateral Management Agreement, for the performance by the Collateral Administrator of its duties under the Collateral Management Agreement or for the performance by any other person appointed by the Issuer in relation to the Notes or by any other party to any Transaction Document. The Trustee shall not have any responsibility for the administration, management or operation of the Collateral including the request by the Collateral Manager to release any of the Collateral from time to time.

The Trust Deed contains provisions for the retirement of the Trustee and the removal of the Trustee by Extraordinary Resolution of the Controlling Class, but no such retirement or removal shall become effective until a successor trustee is appointed.

16. Notices

Notices to Noteholders will be valid if posted to the address of such Noteholder appearing in the Register at the time of publication of such notice by pre-paid, first class mail (or any other manner approved by the Trustee which may be by electronic transmission) and (for so long as the Notes are listed on the regulated market of the Irish Stock Exchange and the rules of the Irish Stock Exchange so require) shall be sent to the Irish Stock Exchange. Any such notice shall be deemed to have been given to the Noteholders (a) in the case of inland mail three days after the date of dispatch thereof, (b) in the case of overseas mail, seven days after the dispatch thereof or, (c) in the case of electronic transmission, on the date of dispatch.

The Trustee shall be at liberty to sanction some other method of giving notice to the Noteholders (or a category of them) if, in its opinion, such other method is reasonable having regard to market practice then prevailing and to the rules of the stock exchange on which the Notes are then listed and provided that notice of such other method is given to the Noteholders in such manner as the Trustee shall require.

Notwithstanding the above, so long as any Notes are represented by a Global Certificate and such Global Certificate is held on behalf of a clearing system, notices to Noteholders may be given by delivery of the relevant notice to that clearing system for communication by it to entitled account holders in substitution for delivery thereof as required by the Conditions of such Notes provided that such notice is also made to the Company Announcements Office of the Irish Stock Exchange for so long as such Notes are listed on the Main Securities Market of the Irish Stock Exchange and the rules of the Irish Stock Exchange so require. Such notice will be deemed to have been given to the Noteholders on the date of delivery of the relevant notice to the relevant clearing system.

17. Additional Issuance

- (a) The Issuer may from time to time, subject to the approval of the Subordinated Noteholders acting by way of an Ordinary Resolution and subject to the separate approval of both the Retention Holder and the Collateral Manager and, in the case of the issuance of additional Class A Notes, the separate approval of the Class A Noteholders acting by way of an Ordinary Resolution, create and issue additional Notes having the same terms and conditions as existing Classes of Notes (subject as provided below) and which shall be consolidated and form a single series with the Outstanding Notes of such Class (unless otherwise provided), and will use the proceeds of sale thereof to purchase additional Collateral Debt Obligations and, if applicable, enter into additional Hedge Transactions in connection with the Issuer's issuance of, and making payments on, the Notes and ownership of and disposition of the Collateral Debt Obligations, provided that the following conditions are met:
 - (i) such additional issuances in relation to the applicable Class of Notes may not exceed 100 per cent. in the aggregate of the original aggregate principal amount of such Class of Notes;
 - (ii) such additional Notes must be issued for a cash sale price and the net proceeds invested in Collateral Debt Obligations or, pending such investment, during the Initial Investment Period deposited in the Unused Proceeds Account or, thereafter, deposited in the Principal Account and, in each case, invested in Eligible Investments;
 - (iii) such additional Notes must be of each Class of Notes and issued in a proportionate amount among the Classes so that the relative proportions of aggregate principal amount of the Classes of Notes existing immediately prior to such additional issuance remain unchanged immediately following such additional issuance;
 - (iv) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such Notes must be identical to the terms of the previously issued Notes of the applicable Class of Notes;
 - (v) the Issuer must have received Rating Agency Confirmation from each Rating Agency then rating any Notes;

- (vi) the Coverage Tests are satisfied or, if not satisfied, the Coverage Tests will be maintained or improved after giving effect to such additional issuance of Notes by reference to the outcome of such tests immediately prior to such additional issuance of Notes;
 - (vii) the holders of the relevant Class of Notes in respect of which additional Notes are issued shall have been notified in writing by the Issuer no later than 30 days prior to such issuance and shall have been afforded the opportunity to purchase additional Notes of the relevant Class in an amount not to exceed the percentage of the relevant Class of Notes each holder held immediately prior to the issuance (the “**Anti Dilution Percentage**”) of such additional Notes and on the same terms offered to investors generally provided that this paragraph (vii) shall not apply in respect of the additional issuance of Class M-1 Subordinated Notes if such additional issuance is required in order to prevent or cure an EU Retention Deficiency for any reason including but not limited to where such EU Retention Deficiency will occur due to an additional issuance of any Class of Notes pursuant to this Condition 17 (*Additional Issuance*);
 - (viii) (so long as the existing Notes of the Class of Notes to be issued are listed on the regulated market of the Irish Stock Exchange) the additional Notes of such Class to be issued are in accordance with the requirements of the Irish Stock Exchange and are listed on the regulated market of the Irish Stock Exchange (for so long as the rules of the Irish Stock Exchange so requires);
 - (ix) such additional issuances are in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of Ireland and do not adversely affect the Irish tax position of the Issuer;
 - (x) (A) such additional Notes will have a separate ISIN (or equivalent identifier), 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 (B) an opinion of tax counsel of nationally recognized standing in the United States experienced in such matters must be delivered to the Issuer and the Trustee to the effect that that any additional Class A Notes, Class B Notes, Class C Notes or Class D Notes will be treated, and any additional Class E Notes should be treated, as indebtedness for U.S. federal income tax purposes, provided, however, that the opinion of tax counsel described in this clause (B) will not be required with respect to any additional notes that bear a different ISIN (or equivalent identifier) from the Notes of the same Class that were issued on the Issue Date and are outstanding at the time of the additional issuance; and
 - (xi) any issuance of additional Notes would not result in non-compliance by the Retention Holder with the Retention Requirements.
- (b) In addition to the requirements in (a) above, the Issuer may (and shall, at the direction of the Retention Holder, where such additional issuance is required in order to prevent, cure or lessen the amount of an EU Retention Deficiency and/or to ensure compliance with the U.S. Risk Retention Rules), issue and sell additional Class M-1 Subordinated Notes (without issuing Notes of any other Class) having the same terms and conditions as existing Class M-1 Subordinated Notes (subject as provided below) and subject to the prior written approval of the Retention Holder and which shall be consolidated and form a single series with the Outstanding Class M-1 Subordinated Notes, provided that:
- (i) the subordination terms of such additional Subordinated Notes are identical to the terms of the previously issued Subordinated Notes;
 - (ii) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such additional Subordinated Notes must be identical to the terms of the previously issued Subordinated Notes;

- (iii) such additional Subordinated Notes are issued for a cash sale price (the net proceeds to be applied towards the Permitted Uses);
 - (iv) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance;
 - (v) the holders of the Subordinated Notes shall have been notified in writing by the Issuer no later than 30 days prior to such additional issuance and shall have been afforded the opportunity to purchase additional Subordinated Notes in an amount not to exceed the Anti Dilution Percentage of such additional Subordinated Notes and on the same terms offered to investors generally provided that this paragraph (v) shall not apply in respect of the additional issuance of Subordinated Notes if such additional issuance is required in order to prevent or cure an EU Retention Deficiency and/or to ensure compliance with the U.S. Risk Retention Rules for any reason including but not limited to where such EU Retention Deficiency and/or non-compliance with the U.S. Risk Retention Rules will occur due to an additional issuance of any Class of Notes pursuant to this Condition 17 (*Additional Issuance*);
 - (vi) such additional issuance is in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of Ireland and do not adversely affect the Irish tax position of the Issuer;
 - (vii) the Subordinated Noteholders shall not be required to approve any additional issuance of Class M-1 Subordinated Notes pursuant to this Condition 17(b) (*Additional Issuance*) if such issuance is requested by the Retention Holder in order to prevent or cure an EU Retention Deficiency and/or to ensure compliance with the U.S. Risk Retention Rules.
- (c) In addition to (a) and (b) above, the Issuer may from time to time, subject to the approval of the Subordinated Noteholders acting by way of an Ordinary Resolution and subject to the separate approval in writing of the Retention Holder, create and issue new notes having substantially the same terms and conditions as any existing Class of Notes (subject as provided below), and will use the proceeds of sale thereof to purchase additional Collateral Debt Obligations and, if applicable, enter into additional Hedge Transactions in connection with the Issuer's issuance of, and making payments on, the Notes and ownership of and disposition of the Collateral Debt Obligations, provided that the following conditions are met:
- (i) each such new Class of Notes will be subordinate in the payment of interest and principal to the most junior Class of Notes then Outstanding (other than the Subordinated Notes);
 - (ii) such new notes must be issued for a cash sale price and the net proceeds invested in Collateral Debt Obligations or, pending such investment, during the Initial Investment Period deposited in the Unused Proceeds Account or, thereafter, deposited in the Principal Account and, in each case, invested in Eligible Investments;
 - (iii) subject to (i) above, the terms (other than the date of issuance, the issue price, the Interest Amount and the date from which interest will accrue) of such new notes must be substantially identical to the terms of previously issued Notes;
 - (iv) the Issuer must notify the Rating Agencies then rating any Notes of such new issuance;
 - (v) the Coverage Tests are satisfied or, if not satisfied, the Coverage Tests will be maintained or improved after giving effect to such issuance of new notes;
 - (vi) (so long as the existing Notes are listed on the regulated market of the Irish Stock Exchange) the new notes to be issued are in accordance with the requirements of the Irish Stock Exchange and are listed on the regulated market of the Irish Stock Exchange (for so long as the rules of the Irish Stock Exchange so requires);

- (vii) such new issuances are in accordance with all applicable laws including, without limitation, the securities and banking laws and regulations of Ireland and do not adversely affect the Irish tax position of the Issuer;
- (viii) any issuance of new notes shall be accomplished in a manner that will allow the Issuer to provide the information described in United States Treasury Regulation Section 1.1275-3(b)(1) to the holders of such additional Notes; and
- (ix) any issuance of new notes would not result in non-compliance by the Retention Holder with the Retention Requirements.

References in these Conditions to the “Notes” include (unless the context requires otherwise) any other notes issued pursuant to this Condition 17 (*Additional Issuance*) and forming a single series with the Notes. Any further securities forming a single series with Notes constituted by the Trust Deed or any deed supplemental to it shall be constituted by a deed supplemental to the Trust Deed.

18. **Third Party Rights**

No person shall have any right to enforce any term or Condition of the Note under the Contracts (Rights of Third Parties) Act 1999.

19. **Governing Law**

(a) **Governing Law**

The Trust Deed and each Class of Notes and any dispute, controversy, proceedings or claim of whatever nature (whether contractual or non-contractual) arising out of or in any way relating to the Trust Deed or any Class of Notes are governed by and shall be construed in accordance with English law.

(b) **Jurisdiction**

The courts of England are to have jurisdiction to settle any disputes (whether contractual or non-contractual) which may arise out of or in connection with the Notes, and accordingly any legal action or proceedings arising out of or in connection with the Notes (“**Proceedings**”) may be brought in such courts. The Issuer has in the Trust Deed irrevocably submitted to the jurisdiction of such courts and waives any objection to Proceedings in any such courts whether on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the Noteholders and the Trustee and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

(c) **Agent for Service of Process**

The Issuer appoints Maples and Calder (having an office, at the date hereof, at Eleventh Floor, 200 Aldersgate Street, EC1A 4HD) as its agent in England to receive service of process in any Proceedings in England based on any of the Notes. If for any reason the Issuer does not have such agent in England, it will promptly appoint a substitute process agent and notify the Trustee and the Noteholders of such appointment. Nothing herein shall affect the right to service of process in any other manner permitted by law.

USE OF PROCEEDS

The net proceeds of the issue of the Notes after payment of fees and expenses payable on or about the Issue Date (including, without duplication amounts deposited into the Expense Reserve Account) are expected to be approximately €404,300,000.

Such proceeds will be used by the Issuer for the repayment of any amounts borrowed by the Issuer (together with any interest thereon), including pursuant to the Warehouse Arrangements and all other amounts due in order to finance the acquisition of warehoused Collateral Debt Obligations purchased by the Issuer prior to the Issue Date. The remaining proceeds shall be (a) used to fund the Interest Reserve Account in an amount equal to €3,100,000 and (b) after application of amounts in (a), in an amount retained in the Unused Proceeds Account.

FORM OF THE NOTES

The following description of the Notes which does not purport to be complete and is qualified by reference to the detailed provisions of such Notes. Capitalised terms used in this section and not defined in this Offering Circular shall have the meaning given to them in the Conditions.

References below to Notes and to the Global Certificates and the Definitive Certificates representing such Notes are to each respective Class of Notes, except as otherwise indicated.

Initial Issue of Notes

The Regulation S Notes of each Class (other than, in certain circumstances, the Class E Notes, Class F Notes and Subordinated Notes), including, where applicable, the CM Voting Notes, the CM Non-Voting Exchangeable Notes and the CM Non-Voting Notes of such Class, will be represented on issue by a Regulation S Global Certificate deposited with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Regulation S Global Certificate may be held at any time only through Euroclear or Clearstream, Luxembourg. See “*Book Entry Clearance Procedures*”. Beneficial interests in a Regulation S Global Certificate may not be held by a U.S. Person or U.S. Resident at any time. By acquisition of a beneficial interest in a Regulation S Global Certificate, the purchaser thereof will be deemed to represent, among other things, that it is not a U.S. Person, and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest only to a person whom the seller reasonably believes (a) to be a non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, or (b) to be a person who takes delivery in the form of an interest in a Rule 144A Note. See “*Transfer Restrictions*”.

The Rule 144A Notes of each Class (other than, in certain circumstances, the Class E Notes, Class F Notes and Subordinated Notes), including, where applicable, the CM Voting Notes, the CM Non-Voting Exchangeable Notes and the CM Non-Voting Notes of such Class, will be represented on issue by a Rule 144A Global Certificate deposited with, and registered in the name of, a nominee of a common depositary for Euroclear and Clearstream, Luxembourg. Beneficial interests in a Rule 144A Global Certificate may only be held at any time only through Euroclear or Clearstream, Luxembourg. See “*Book Entry Clearance Procedures*”. By acquisition of a beneficial interest in a Rule 144A Global Certificate, the purchaser thereof will be deemed to represent, amongst other things, that it is a QIB/QP and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest in accordance with the procedures and restrictions contained in the Trust Deed. See “*Transfer Restrictions*”.

Beneficial interests in Global Certificates will be subject to certain restrictions on transfer set forth therein and in the Trust Deed and as set forth in Regulation S and Rule 144A, and the Notes will bear the applicable legends regarding the restrictions set forth under “*Transfer Restrictions*”.

In the case of each Class of Notes, a beneficial interest in a Regulation S Global Certificate may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in denominations greater than or equal to the minimum denominations applicable to interests in such Rule 144A Global Certificate only upon receipt by the Issuer of a written certification (in the form provided in the Trust Deed) to the effect that the transferor reasonably believes that the transferee is a QIB/QP and that such transaction is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. Beneficial interests in the Rule 144A Global Certificates may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate only upon receipt by the Issuer of a written certification (in the form provided in the Trust Deed) from the transferor to the effect that the transfer is being made to a non-U.S. Person in an offshore transaction and in accordance with Regulation S.

Any beneficial interest in a Regulation S Global Certificate that is transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate will, upon transfer, cease to be an interest in such Regulation S Global Certificate and become an interest in the Rule 144A Global Certificate, and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Rule 144A Global Certificate for as long as it remains such an interest. Any beneficial interest in a Rule 144A Global Certificate that

is transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate will, upon transfer, cease to be an interest in a Rule 144A Global Certificate and become an interest in the Regulation S Global Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in a Regulation S Global Certificate for so long as it remains such an interest. No service charge will be made for any registration of transfer or exchange of Notes, but the Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Except in the limited circumstances described below, owners of beneficial interests in Global Certificates will not be entitled to receive physical delivery of certificated Notes.

A transferee of a Class E Note, Class F Note or a Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate will be deemed to represent (among other things) that it is not a Benefit Plan Investor or a Controlling Person. If a transferee is unable to make such deemed representation, such transferee may not acquire such Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate unless such transferee: (i) obtains the written consent of the Issuer; (ii) provides an ERISA certificate to the Issuer as to its status as a Benefit Plan Investor or Controlling Person (substantially in the form of Annex A); and (iii) holds such Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate, other than in the case of the Collateral Manager, provided that it has given an ERISA certificate (substantially in the form of Annex A) to the Issuer, or as otherwise permitted in writing by the Issuer with respect to any Class E Note, Class F Note and Subordinated Note acquired by it, the Collateral Manager may hold such Notes in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate. Any Class E Note, Class F Note or Subordinated Note in the form of a Definitive Certificate shall be registered in the name of the holder thereof.

The Notes are not issuable in bearer form.

Exchange for Definitive Certificates

Exchange

Each Global Certificate will be exchangeable, free of charge to the holder, on or after its Definitive Exchange Date (as defined below), in whole but not in part, for Definitive Certificates if a Global Certificate is held (directly or indirectly) on behalf of Euroclear, Clearstream, Luxembourg or an alternative clearing system and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or announces its intention to permanently cease business or does in fact do so.

In addition, interests in Global Certificates representing Class E Notes, Class F Notes or Subordinated Notes may be exchangeable for interests in a Definitive Certificate representing Class E Notes, Class F Notes or Subordinated Notes if a transferee is or is acting on behalf of a Benefit Plan Investor or is a Controlling Person provided: (i) such transferee has obtained the written consent of the Issuer in respect of such transfer; and (ii) the transferee has provided the Issuer and the Transfer Agent with a certification substantially in the form of Annex A.

The Registrar will not register the transfer of, or exchange of interests in, a Global Certificate for Definitive Certificates during the period from (but excluding) the Record Date to (and including) the date for any payment of principal or interest in respect of the Notes.

If only one of the Global Certificates (the “**Exchanged Global Certificate**”) becomes exchangeable for Definitive Certificates in accordance with the above paragraphs, transfers of Notes may not take place between, on the one hand, persons holding Definitive Certificates issued in exchange for beneficial interests in the Exchanged Global Certificate and, on the other hand, persons wishing to purchase beneficial interests in the other Global Certificate.

“**Definitive Exchange Date**” means a day falling not less than 30 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Registrar and any Transfer Agent is located.

Delivery

In such circumstances, the relevant Global Certificate shall be exchanged in full for Definitive Certificates and the Issuer will, at the cost of the Issuer (but against such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Noteholders. A person having an interest in a Global Certificate must provide the Registrar with (a) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such Definitive Certificates and (b) in the case of the Rule 144A Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Definitive Certificates issued in exchange for a beneficial interest in the Rule 144A Global Certificate shall bear the legends applicable to transfers pursuant to Rule 144A, as set out under “*Transfer Restrictions*” below.

Legends

The holder of a Definitive Certificate in registered definitive form, as applicable, may transfer the Notes represented thereby in whole or in part in the applicable minimum denomination by surrendering it at the specified office of the Registrar or any Transfer Agent, together with the completed form of transfer and to the extent applicable, written consent of the Issuer and a duly completed ERISA certificate substantially in the form of Annex A to a Transfer Agent and the Issuer. Upon the transfer, exchange or replacement of a Definitive Certificate in registered definitive form, as applicable, bearing the legend referred to under “*Transfer Restrictions*” below, or upon specific request for removal of the legend on a Definitive Certificate in registered definitive form, as applicable, the Issuer will deliver only Definitive Certificates that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Issuer such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Issuer that neither the legend nor the restrictions on transfer set forth therein are required to ensure compliance with the provisions of the Securities Act and the Investment Company Act.

BOOK ENTRY CLEARANCE PROCEDURES

The information set out below has been obtained from sources that the Issuer believes to be reliable, but prospective investors are advised to make their own enquiries as to such procedures. In particular, such information is subject to any change in or interpretation of the rules, regulations and procedures of Euroclear or Clearstream, Luxembourg (together, the “**Clearing Systems**”) currently in effect and investors wishing to use the facilities of any of the Clearing Systems are therefore advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Trustee, the Placement Agent or any Agent party to the Agency Agreement (or any Affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

Euroclear and Clearstream, Luxembourg

Custodial and depositary links have been established between Euroclear and Clearstream, Luxembourg to facilitate the initial issue of the Notes and cross-market transfers of the Notes associated with secondary market trading (See “*Settlement and Transfer of Notes*” below).

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book entry transfer between their respective accountholders. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in such Global Certificates directly through Euroclear or Clearstream, Luxembourg if they are accountholders (“**Direct Participants**”) or indirectly (“**Indirect Participants**” and, together with Direct Participants, “**Participants**”) through organisations which are accountholders therein.

Book Entry Ownership

Euroclear and Clearstream, Luxembourg

Each Regulation S Global Certificate and each Rule 144A Global Certificate will have an ISIN and a Common Code and will be registered in the name of, and deposited with, a nominee of the common depositary on behalf of, Euroclear and Clearstream, Luxembourg.

Relationship of Participants with Clearing Systems

Each of the persons shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a Note represented by a Global Certificate must look solely to Euroclear or Clearstream, Luxembourg (as the case may be) for his share of each payment made by the Issuer to the holder of such Global Certificate and in relation to all other rights arising under the Global Certificate, subject to and in accordance with the respective rules and procedures of Euroclear or Clearstream, Luxembourg. The Issuer expects that, upon receipt of any payment in respect of Notes represented by a Global Certificate, the common depositary by whom such Note is held, or nominee in whose name it is registered, will immediately credit the relevant Participants’ or accountholders’ accounts in the relevant Clearing System with payments in amounts proportionate to their respective beneficial interests in the principal amount of the relevant Global Certificate as shown on the records of the relevant Clearing System or its nominee. The Issuer also expects that payments by Direct Participants in any Clearing System to owners of beneficial interests in any Global Certificate held through such Direct Participants in any Clearing System will be governed

by standing instructions and customary practices. Save as aforesaid, such persons shall have no claim directly against the Issuer in respect of payments due on the Notes for so long as the Notes are represented by such Global Certificate and the obligations of the Issuer will be discharged by payment to the registered holder, as the case may be, of such Global Certificate in respect of each amount so paid. None of the Issuer, the Trustee or any Agent will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in any Global Certificate or for maintaining, supervising or reviewing any records relating to such ownership interests.

Settlement and Transfer of Notes

Subject to the rules and procedures of each applicable Clearing System, purchases of Notes held within a Clearing System must be made by or through Direct Participants, which will receive a credit for such Notes on the Clearing System's records. The ownership interest of each actual purchaser of each such Note (the "**Beneficial Owner**") will in turn be recorded on the Direct Participant and Indirect Participant's records. Beneficial Owners will not receive written confirmation from any Clearing System of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct Participant or Indirect Participant through which such Beneficial Owner entered into the transaction. Transfers of ownership interests in Notes held within the Clearing System will be effected by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in such Notes, unless and until interests in any Global Certificate held within a Clearing System is exchanged for Definitive Certificates.

No Clearing System has knowledge of the actual Beneficial Owners of the Notes held within such Clearing System and their records will reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by the Clearing Systems to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Trading between Euroclear and/or Clearstream, Luxembourg Participants

Secondary market sales of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg to purchasers of book entry interests in the Notes held through Euroclear or Clearstream, Luxembourg will be conducted in accordance with the normal rules and operating procedures of Euroclear and Clearstream, Luxembourg and will be settled using the procedures applicable to conventional eurobonds.

RATINGS OF THE NOTES

General

It is a condition of the issue and sale of the Notes that the Notes (except for the Subordinated Notes) be issued with at least the following ratings: the Class A-1 Notes: “Aaa (sf)” from Moody’s and “AAA (sf)” from S&P; the Class A-2 Notes: “Aaa (sf)” from Moody’s and “AAA (sf)” from S&P; the Class B-1 Notes: “Aa2 (sf)” from Moody’s and “AA (sf)” from S&P; the Class B-2 Notes: “Aa2 (sf)” from Moody’s and “AA (sf)” from S&P; the Class C Notes: “A2 (sf)” from Moody’s and “A (sf)” from S&P; the Class D Notes: “Baa2 (sf)” from Moody’s and “BBB (sf)” from S&P; the Class E Notes “Ba2 (sf)” from Moody’s and “BB (sf)” from S&P and the Class F Notes: “B2 (sf)” from Moody’s and “B- (sf)” from S&P. The Subordinated Notes being offered hereby will not be rated.

The ratings assigned to the Class A-1 Notes, the Class A-2 Notes, the Class B-1 Notes and the Class B-2 Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest. A security rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the applicable rating agency.

Moody’s Ratings

The ratings assigned to the Rated Notes by Moody’s are based upon its assessment of the probability that the Collateral Debt Obligations will provide sufficient funds to pay each such Class of Notes, based largely upon Moody’s statistical analysis of historical default rates on debt obligations with various ratings, the asset and interest coverage required for such Class of Rated Notes (which in the case of a Class of Rated Notes is achieved through the subordination of each Class of Notes ranking below such Class of Rated Notes) and the diversification requirements that the Collateral Debt Obligations are required to satisfy.

Moody’s ratings address the expected loss posed to investors by the legal final maturity on the Maturity Date. The structure allows for timely payment of interest and ultimate payment of principal with respect to the Class A Notes by the legal final maturity on the Maturity Date.

Moody’s analysis of the likelihood that each Collateral Debt Obligation will default is based on historical default rates for similar debt obligations, the historical volatility of such default rates (which increases as securities with lower ratings are added to the portfolio) and an additional default assumption to account for future fluctuations in defaults. Moody’s then determines the level of credit protection necessary to achieve the expected loss associated with the rating of the structured securities, taking into account the expected volatility of the default rate of the portfolio based on the level of diversification by region, obligor and industry. There can be no assurance that the actual default rates on the Collateral Debt Obligations held by the Issuer will not exceed the rates assumed by Moody’s in its analysis.

In addition to these quantitative tests, Moody’s ratings take into account qualitative features of a transaction, including the experience of the Collateral Manager, the legal structure and the risks associated with such structure and other factors that they deem relevant.

S&P Ratings

S&P will rate the Rated Notes in a manner similar to the manner in which it rates other structured issues. This requires an analysis of the following:

- (a) the credit quality of the portfolio of Collateral Debt Obligations securing the Notes;
- (b) the cash flow used to pay liabilities and the priorities of these payments; and
- (c) legal considerations.

Based on these analyses, S&P determines the necessary level of credit enhancement needed to achieve a desired rating. In this connection, the S&P CDO Monitor Test is applied from the period beginning as of the Effective Date and ending on the expiry of the Reinvestment Period.

S&P's analysis includes the application of its proprietary default expectation computer model (the "**S&P CDO Monitor**") which is used to estimate the default rate S&P projects the Portfolio is likely to experience and which will be provided to the Collateral Manager on or before the Issue Date. The S&P CDO Monitor calculates the cumulative default rate of a pool of Collateral Debt Obligations and Eligible Investments consistent with a specified benchmark rating level based upon S&P's proprietary corporate debt default studies. The S&P CDO Monitor takes into consideration the rating of each Obligor, the number of Obligors, the Obligor industry concentration and the remaining weighted average maturity of each of the Collateral Debt Obligations included in the Portfolio. The risks posed by these variables are accounted for by effectively adjusting the necessary default level needed to achieve a desired rating. The higher the desired rating, the higher the level of defaults the Portfolio must withstand. For example, the higher the Obligor industry concentration or the longer the weighted average maturity, the higher the default level is assumed to be.

Credit enhancement to support a particular rating is then provided on the results of the S&P CDO Monitor, as well as other more qualitative considerations such as legal issues and management capabilities. Credit enhancement is typically provided by a combination of over collateralisation/subordination, cash collateral/reserve account, excess spread/interest and amortisation. A cash flow model (the "**Transaction Specific Cash Flow Model**") is used to evaluate the portfolio and determine whether it can comfortably withstand the estimated level of default while fully repaying the class of debt under consideration.

There can be no assurance that actual losses on the Collateral Debt Obligations will not exceed those assumed in the application of the S&P CDO Monitor or that recovery rates and the timing of recovery with respect thereto will not differ from those assumed in the Transaction Specific Cash Flow Model. None of S&P, the Issuer, the Collateral Manager, the Collateral Administrator, the Trustee, or the Retention Holder, makes any representation as to the expected rate of defaults on the Portfolio or as to the expected timing of any defaults that may occur.

S&P's Ratings of the Rated Notes will be established under various assumptions and scenario analyses. There can be no assurance that actual defaults on the Collateral Debt Obligations will not exceed those assumed by S&P in its analysis, or that recovery rates with respect thereto (and, consequently, loss rates) will not differ from those assumed by S&P.

THE ISSUER

Issuer

The Issuer is a special purpose vehicle established for the purpose of issuing asset backed securities and was incorporated in Ireland as a designated activity company on 9 September 2016 under the Companies Act 2014 (the “**Companies Acts**”) with the name of CVC Cordatus Loan Fund VIII Designated Activity Company and with company registration number 589204 and having its registered office at 2nd Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, Ireland.

The authorised share capital of the Issuer is €100,000 divided into 100,000 ordinary shares of €1.00 each (the “**Shares**”). The Issuer has issued one Share, which is fully paid up and is held on trust by MaplesFS Trustees Ireland Limited (as “**Share Trustee**”) under the terms of a declaration of trust (the “**Declaration of Trust**”) dated 25 October 2016, whereby the Share Trustee holds the Share on trust for charitable purposes. The Share Trustee will have no beneficial interest in and will derive no benefit (other than its fees for acting as Share Trustee) from its holding of the shares of the Issuer. The Share Trustee will apply any income derived from the Issuer solely for the above purposes.

Directors

The directors of the Issuer and their respective business addresses and principal activities outside the Issuer are:

Name	Address	Principal Activities/Position
Padraic Doherty	2nd Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, Ireland	Company Director
Jarlath Canning	2nd Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, Ireland	Company Director

The Company Secretary of the Issuer is: MFD Secretaries Limited.

The registered office of the Company Secretary of the Issuer is at 2nd Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, Ireland.

The registered office of the Issuer is at: 2nd Floor, Beaux Lane House, Mercer Street Lower, Dublin 2, Ireland.

The telephone number of the Issuer is: +353 1 697 3200.

Activities

Prior to the Issue Date, the Issuer entered into the Warehouse Arrangements in order to enable the Issuer to acquire certain Collateral Debt Obligations on or before the Issue Date. Amounts owing under the Warehouse Arrangements will be fully repaid on the Issue Date using the proceeds from the issuance of the Notes.

The Issuer has not previously carried on any business or activities other than those incidental to its incorporation, the authorisation and entry into of the Warehouse Arrangements, the acquisition of the Portfolio, the authorisation and issue of the Notes and activities incidental to the exercise of its rights and compliance with its obligations under the Collateral Acquisition Agreements, the Notes, the Placement Agency Agreement, the Agency Agreement, the Trust Deed, the Collateral Management Agreement, the Warehouse Termination Agreement, the Corporate Services Agreement, each Hedge Agreement and the other documents and agreements entered into in connection with the issue of the Notes and the purchase of the Portfolio.

Indebtedness

Save for in connection with the Warehouse Arrangements, the Issuer has no indebtedness as at the date of this Offering Circular, other than that which the Issuer has incurred or shall incur in relation to the transactions contemplated herein (including the funding provided pursuant to the Warehouse Arrangements, which will be repaid in full on the Issue Date).

Auditors

The independent auditor of the Issuer will be Deloitte of Deloitte & Touche House, Earlsfort Terrace, Dublin 2, Ireland, who are registered auditors regulated by the Institute of Chartered Accountants in Ireland.

THE COLLATERAL MANAGER

The information appearing in this section has been prepared by the Collateral Manager and has not been independently verified by the Issuer, the Arranger, the Placement Agent or any other party. None of the Arranger, the Placement Agent or any other party other than the Collateral Manager assumes any responsibility for the accuracy or completeness of such information.

The Issuer confirms that the information appearing in this section has been accurately reproduced and that as far as the Issuer is aware, and is able to ascertain from information published by that third party, no facts have been omitted which would render the reproduced information inaccurate or misleading.

The information appearing in this section has been prepared by the Collateral Manager appointed by the Issuer on the Issue Date, being CVC Credit Partners European CLO Management LLP and has not been independently verified by the Issuer, the Arranger, the Placement Agent or any other party. The Collateral Manager has taken all reasonable care to ensure that this information is in accordance with the facts and does not omit anything likely to affect the import of such information. None of the Issuer, the Arranger, the Placement Agent or any other party other than the Collateral Manager assumes any responsibility for the accuracy, completeness or applicability of such information.

The delivery of this Offering Circular shall not create any implication that there has been no change in the affairs of the Collateral Manager since the date of this Offering Circular, or that the information contained or referred to herein is correct as of any time subsequent to the date of this Offering Circular.

General

The Collateral Manager is an English limited liability partnership registered under the Limited Liability Partnership Act 2000 with number OC404529 on 25 February 2016. The Collateral Manager is authorised and regulated in the conduct of its collateral manager business by the UK Financial Conduct Authority as of October 2016 with firm reference number: 740003.

The Collateral Manager was incorporated by CVC Credit Partners to establish and manage future European collateralised loan obligations (“**European CLOs**”) and invest in and hold retention interests in European CLOs managed by the Collateral Manager in accordance with the EU securitisation retention regulations and the U.S. securitisation retention regulations. Prior to the establishment of the Collateral Manager in October 2016, European CLOs had been established and managed by CVC Credit Partners Group Limited (and sub-managed by CVC Credit Partners Investment Management Ltd and CVC Credit Partners Limited).

The Collateral Manager has been capitalised, via a number of affiliates and associated companies, by CVC Credit Partners Global CLO Management Limited (“**CVC Global**”). CVC Global has financed its capitalisation of the Collateral Manager by raising external capital from third party investors alongside a significant investment made by CVC Credit Partners. Strategic decisions of CVC Global are undertaken by its board which comprises a majority of directors nominated by CVC Credit Partners and independent directors with CLO expertise. Significant third party investors in CVC Global also participate in an investor advisory committee which has oversight of certain of CVC Global’s decisions outside of pre-established guidelines.

The Collateral Manager has a number of direct employees involved in the day-to-day running of its business. While the Collateral Manager and its direct employees will be responsible for the collateral management and credit decisions with respect to managing the Collateral on behalf of the Issuer, certain day-to-day functions will be delegated to CVC Credit Partners Investment Management Limited (“**Support Agent**”). The Support Agent will perform certain middle- and back-office functions, investment research, access to systems and facilities and trade execution, as related to the business the Collateral Manager.

CVC Credit Partners has granted a licence to CVC Global and the Collateral Manager to use “CVC” and related trademarks. It should be noted that the duties and obligations of the Collateral Manager are solely those of CVC Credit Partners European CLO Management LLP and are not guaranteed by any affiliated entity including for this

purpose any member of CVC Credit Partners. The Notes and the Collateral do not represent interests in or obligations of, and are not insured or guaranteed by CVC Credit Partners or any affiliate thereof.

The Collateral Manager will manage the Issuer's assets pursuant to the Collateral Management Agreement. Initially, the Collateral Manager and/or the Support Agent will have the services of some or all of the professionals described below.

Credit Risk Mitigation

The Collateral Manager has internal written policies and procedures in relation to the granting of credit, administration of credit-risk bearing portfolios and risk mitigation. The policies and procedures of the Collateral Manager in this regard broadly include the following:

- (a) criteria for the granting of credit and the process for approving, amending, renewing and re-financing credits (as to which, in relation to the Collateral Debt Obligations, see the information set out in this Offering Circular headed "*The Portfolio*" which describes the criteria that the selection of Collateral Debt Obligations to be included in the Portfolio is subject to;
- (b) systems in place to administer and monitor the various credit-risk bearing portfolios and exposures (as to which it should be noted that the Portfolio will be serviced in line with the servicing procedures of the Collateral Manager – please see the sections of this Offering Circular headed "*The Portfolio*" and "*Description of the Collateral Management Agreement*");
- (c) adequate diversification of credit portfolios given the overall credit strategy (as to which, in relation to the Portfolio, see the section of this Offering Circular headed "*The Portfolio - Portfolio Profile Tests and Collateral Quality Tests*"); and
- (d) policies and procedures in relation to risk mitigation techniques, risk tolerance limits and provisioning policies in relation to how it measures, monitors and controls risk (as to which, see further the sections of this Offering Circular headed "*The Portfolio*" and "*Description of the Collateral Management Agreement*"), which describes the ways in which the Collateral Manager is required to monitor the Portfolio).

Directors and Company Secretary

The Collateral Manager will directly employ certain individuals who will be responsible for making all investment management decisions on behalf of the Issuer and will perform related functions with respect thereto.

The direct employees are Jonathan Bowers, Guillaume Tarneaud, Sue Player, François Manival and Yudith Yuana. Brief biographies of the Collateral Manager's employees forming part of the investment committee are set out below:

Jonathan Bowers

Partner, Head of European Performing Credit and Senior Portfolio Manager

Jonathan founded CVC Cordatus (a predecessor to CVC Credit Partners) in 2006. Jonathan has over 20 years of investment banking and investment management experience. Previously he was a senior director in the European leveraged finance group at Deutsche Bank (Bankers Trust), originating and structuring numerous financings for leveraged buyouts, public to privates and corporate re-financings across senior, mezzanine, high yield and PIK investments. Prior to this, Jonathan worked in mergers and acquisitions at Charterhouse Bank after having completed the Citibank analyst programme in London and New York. Jonathan holds an MA in French and History from the University of Oxford.

Guillaume Tarneaud

Managing Director and Portfolio Manager

Guillaume joined CVC Credit Partners in 2007 from Natixis, where he worked in the leveraged finance team in Frankfurt. Prior to this, Guillaume worked at Deloitte in their restructuring advisory team. Guillaume holds an MSc in Management from the EM Lyon Business School and a Masters in Corporate and Tax Law from Paris Pantheon-Assas University.

Sue Player

Director, Assistant Portfolio Manager

Sue joined CVC Cordatus (a predecessor to CVC Credit Partners) in January 2007. Sue has over 30 years of finance experience. She joined from IKB Deutsche Industriebank where she was responsible for sourcing and execution of new investments in a wide range of transactions in the European leveraged loan market. Prior to this, Sue spent 14 years with NatWest bank where inter alia she worked in the structured finance division. Sue holds a Banking Certificate from the Chartered Institute of Bankers.

In addition, the Jersey branch of the Collateral Manager has paid employees.

Certain of such individuals may provide services to the Support Agent to assist such entity with investment management and operational activity. Certain other employees of CVC Credit Partners may also provide services to the Collateral Manager.

Further, the Collateral Manager has established an investment committee that will draw on the investment committee established for the benefit of CVC Credit Partners, while making its own separate determinations based on the specific facts and circumstances of the applicable to this transaction. The investment committee will be comprised of the persons listed below being either employees or as provided pursuant to arrangements with CVC Credit Partners. In addition to the brief biographies set out above, the brief biographies of Stephen Hickey, Gretchen L. Bergstresser and Andrew Davies are also set out below:

- Stephen Hickey
- Jonathan Bowers (Chair)
- Gretchen L. Bergstresser
- Andrew Davies
- Guillaume Tarneaud
- Sue Player

Stephen Hickey

Managing Partner and Chief Investment Officer

Stephen joined CVC Credit Partners in April 2012 from Goldman Sachs where he spent 20 years in various senior roles, including global head of leverage finance, co-head of global loans, member of the firmwide risk and firmwide capital committees and head of loan sales and secondary trading (proprietary investing and flow trading). Stephen was a partner at Goldman Sachs from 2004 to 2011. Prior to re-joining Goldman Sachs, Stephen was a managing director and head of loan syndications, sales and trading at Donaldson Lufkin & Jenrette (or “DLJ”), after starting the business at DLJ in 1996. Stephen was a member of the board of directors for the Loan Syndications and Trading Association from 2001 to 2006. Stephen earned a JD and an MBA from Columbia University in 1987 and a BA from Yale University in 1983. He is a member of the State of Connecticut Bar.

Gretchen L. Bergstresser

Partner, Head of US Performing Credit and Senior Portfolio Manager

Gretchen is the senior portfolio manager and Head of US Performing Credit for CVC Credit Partners. Previously, she founded Apidos Capital Management in 2005 where she had a similar role and responsibility. Over her nearly

30 years in the industry, she has also worked at Eaton Vance, Bank of Boston, ING and other financial institutions. She earned an M.B.A. from Boston University, an M.S. in Chemistry from the Pennsylvania State University and a B.S. from St. Lawrence University. In January 2016, Gretchen was elected to the board of directors for the Loan Syndications and Trading Association.

Andrew Davies

Senior Managing Director and Portfolio Manager

Andrew joined CVC Credit Partners in 2010. Andrew has 14 years of debt capital markets, corporate finance advisory and investment management experience. Most recently, Andrew was at GSC Group (formally Greenwich Street Capital Partners) in London where he was responsible for trading, sourcing, analysis and portfolio management across investment strategies. Prior to this, Andrew provided corporate finance advice to technology and media start-ups at Cobalt Corporate Finance and also spent five years at Bear Stearns where he focused on European merger and acquisition finance and fixed income trading. Andrew is a graduate of the University of the Witwatersrand, Johannesburg, South Africa.

The investment committee of the Collateral Manager will review all aspects of any investment proposal for the Collateral Manager's own account or for the account of CLOs managed by the Collateral Manager, including due diligence work, pricing and any other key terms. The investment committee will also consider potential portfolio investment dispositions for the Collateral Manager's own account or for the account of the CLOs managed by the Collateral Manager.

CVC Credit Partners

CVC Credit Partners combines what was Apidos Capital Management, LLC which was originally founded in 2005 as a subsidiary of Resource America, Inc and CVC Cordatus Group Ltd., (Europe), originally founded in 2006 by CVC Capital. In April 2012, the merger of these two entities created CVC Credit Partners L.P., a joint venture owned by CVC Capital (76%) and Resource America (24%). This merger significantly expanded the credit asset management platform of CVC into the US market and created a global presence in the leveraged finance asset class. The 24% interest in CVC Credit Partners L.P. is now held indirectly by C-III Partners LLC as part of an acquisition of Resource America, Inc. completed in September 2016. CVC Credit Partners has sought to differentiate itself via its investment performance, believes that it has generated attractive returns for investors in its investment vehicles and the existing team has, together, built a track record across both the US and European CLOs. As at 31 December 2016 CVC Credit Partners manages and advises in the leveraged finance asset class globally with approximately USD 15.8 billion in combined assets under management and committed capital across multiple investment vehicles spanning performing and non-performing credit.

As at 31 October 2016, CVC Credit Partners had a team of 53 investment professionals integrated across two offices in London and New York focused exclusively on investing in the sub-investment grade credit markets. Led by CVC Credit Partners' seven Partners, who have an average of 26 years of professional experience, the senior members of the investment team have sourced, analysed, monitored and exited credit investments in each of the major geographies in North America and Europe. In aggregate, the investment team speaks thirteen languages. CVC Credit Partners believes that this diversity provides local knowledge of jurisdictions, language, and cultural differences; in addition, each professional has developed their own network of relationships among banks, sponsors and corporates.

THE EU RETENTION REQUIREMENTS

Description of the Retention Holder

The Issuer has accurately reproduced the information contained in the section entitled “The Retention Requirements – Description of the Retention Holder” from information provided to it by the Collateral Manager but it has not independently verified such information. So far as the Issuer is aware and is able to ascertain from information published by the Collateral Manager, no facts have been omitted which would render the reproduced information inaccurate or misleading. The information appearing in this section has been prepared by the Collateral Manager and has not been independently verified by the Issuer, the Arranger, the Placement Agent or any other party and none of such Persons assumes any responsibility for the accuracy, completeness or applicability of such information.

The Collateral Manager shall act as Retention Holder (a) for the purposes of the EU Retention Requirements as a “sponsor” (as such term is defined in the CRR as at the Issue Date) and (b) for the purposes of the U.S. Retention Requirements as a “sponsor” (as such term is defined in U.S. Risk Retention Rules). The description and the address of the Collateral Manager are set out in the “*The Collateral Manager*” section of this Offering Circular.

Notwithstanding the above, if the Collateral Manager determines that an EU Retention Compliance Event has occurred (or is, with the passage of time, reasonably likely to occur) the Collateral Manager may, in its sole discretion, take any EU Retention Cure Action subject to: (i) internal approval of such EU Retention Cure Action in accordance with the Collateral Manager's usual policies and procedures and (ii) receipt of legal advice from Cadwalader, Wickersham & Taft LLP, Milbank, Tweed, Hadley & McCloy LLP or other reputable legal counsel as selected in the Collateral Manager's sole discretion that such EU Retention Cure Action is consistent with the EU Retention Requirements. Such EU Retention Cure Action may include, but is not limited to, action intended to enable the Collateral Manager to qualify as the Retention Holder other than as a "sponsor" for purposes of the EU Retention Requirements (see "*EU Retention Compliance Event and EU Retention Cure Action*" section of this Offering Circular below).

Prospective investors should consider the discussion in “*Risk Factors – Risk Retention in Europe*”, “*Risk Factors - Risk Retention and Due Diligence - U.S. Risk Retention Requirements*” and “*Risk Factors –The Collateral Manager*” above.

The EU Retention

The following description consists of a summary of certain provisions of the EU Retention Letter which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement.

On the Issue Date, the Collateral Manager will execute the EU Retention Letter addressed to the Issuer, the Trustee (for the benefit of the Noteholders), the Collateral Administrator, the Arranger and the Placement Agent.

Under the EU Retention Letter, the Collateral Manager acting through its Jersey branch in its capacity as Retention Holder will for so long as any Class of Rated Notes remains Outstanding:

- (a) undertake to subscribe for and retain, on an ongoing basis, for as long as a Class of Notes remains Outstanding, Class M-1 Subordinated Notes with a Principal Amount Outstanding equal to not less than 5 per cent. of the Aggregate Collateral Balance in accordance with paragraph 1(d) of Article 405 of the CRR, Article 51(1)(d) of the AIFMD Level 2 Regulation and paragraph 2(d) of Article 254 of the Solvency II Retention Requirements in force as at the Issue Date (the “**EU Retention Notes**”) for the purposes of the EU Retention Requirements *provided that*, in conjunction with the taking of any EU Retention Cure Action, the Retention Holder may elect to hold the EU Retention Notes in a capacity other than “sponsor”;
- (b) agree that it and its Affiliates will not sell, hedge or otherwise mitigate its credit risk under or associated with the EU Retention Notes or the underlying portfolio of Collateral Debt Obligations, except to the extent permitted in accordance with the EU Retention Requirements;

- (c) take such further action, provide such information including confirmation of its compliance with (a) and (b) above and enter into such other agreements as may reasonably be required to satisfy the EU Retention Requirements as of (a) the Issue Date and (b), solely as regards the provision of information in the possession of the Retention Holder and to the extent the same is not subject to a duty of confidentiality, at any time prior to maturity of the Notes;
- (d) agree to confirm its continued compliance with the requirements set out in paragraphs (a) to (c) above:
 - (i) on a monthly basis to the Issuer, the Collateral Manager, the Trustee, the Collateral Administrator and the Arranger (concurrent with the delivery of each Monthly Report); and
 - (ii) upon any written request therefore by or on behalf of the Issuer or any Noteholder delivered following (1) a material change in (x) the performance of the Notes, (y) the risk characteristics of the Notes, or (z) the Collateral Debt Obligations and/or the Eligible Investments from time to time, or (2) the breach of any Transaction Document to which it is a party;
- (e) represent on the Issue Date only that it is a “sponsor” (as such term is defined in Article 4 of the CRR as at the Issue Date);
- (f) agree that it will, promptly on becoming aware of the occurrence thereof, provide a written notice to the Issuer, the Trustee, the Collateral Administrator and the Arranger of (i) any failure to hold the EU Retention Notes in accordance with paragraphs (a) above; (ii) fails to comply with the covenants set out in (b) to (d) above in any way; and (iii) any representations in the EU Retention Letter failing to be true on any date;
- (g) subject to any applicable regulatory requirements, agree (i) to take such further reasonable action, provide such information, on a confidential basis, and enter into such other agreements as may reasonably be required to satisfy the EU Retention Requirements as they apply as at the Issue Date and (ii) to provide to the Issuer, on a confidential basis, information in the possession of the Collateral Manager relating to its holding of the EU Retention Notes, at the cost and expense of the party seeking such information, and to the extent such information is not subject to a duty of confidentiality, at any time prior to maturity of the Notes; and
- (h) agree that it will notify the Collateral Administrator in writing of any sale, disposal or acquisition of an interest in the EU Retention Notes by the Collateral Manager promptly following such sale, disposal or acquisition;

provided, however, that the Collateral Manager may transfer the EU Retention Notes only:

- (i) to the extent such transfer would not cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements; and
- (ii) if such transfer is to a Person which will commit to retain the EU Retention Notes subject to and in accordance with the EU Retention Requirements, such Person enters into an agreement on substantially the same terms as the EU Retention Letter.

Without limitation to the above, upon a resignation or removal of the Collateral Manager pursuant to the Collateral Management Agreement:

- (A) subject to satisfaction of the requirements in paragraphs (i) and (ii) above, the EU Retention Notes may be transferred to the successor collateral manager on the basis that such successor collateral manager shall be the Retention Holder; or
- (B) otherwise, the Collateral Manager shall remain the Retention Holder and bound by the retention undertakings described above, notwithstanding that it will no longer act as collateral manager with respect to the transaction described in this Offering Circular.

EU Retention Compliance Event and EU Retention Cure Action

The Collateral Manager may in its sole discretion, having determined that an EU Retention Compliance Event has occurred (or, with the passage of time, is reasonably likely to occur) take any EU Retention Cure Action subject to: (i) internal approval of the EU Retention Cure Action in accordance with the Collateral Manager's usual policies and procedures and (ii) receipt of legal advice from Cadwalader, Wickersham & Taft LLP, Milbank, Tweed, Hadley & McCloy LLP or other reputable legal counsel as selected in the Collateral Manager's sole discretion that such EU Retention Cure Action is consistent with the EU Retention Requirements. Such EU Retention Cure Action may include, but is not limited to, action intended to enable the Collateral Manager to qualify as the Retention Holder other than as a "sponsor" for purposes of the EU Retention Requirements.

"EU Retention Compliance Event" means the withdrawal of the UK from the European Union such that:

- (a) the UK is no longer within the scope of MiFID; and
- (b) a passporting regime or third country recognition of the UK is not in place,

such that the Collateral Manager is no longer, or would, with the passage of time cease to be a "sponsor" (as such term is defined in Article 4 of the CRR).

"EU Retention Cure Action" means, following the determination by the Collateral Manager that an EU Retention Compliance Event has occurred (or with the passage of time, is reasonably likely to occur), any action taken by the Collateral Manager, in its sole discretion, as it may deem to be reasonably necessary or appropriate (in light of the facts and circumstances existing at the time) with the intention of complying with, or preserving compliance with, the EU Retention Requirements, which action shall be promptly notified by the Collateral Manager to the Issuer, the Trustee and the Noteholders (in accordance with Condition 16 (*Notices*)) in writing (by way of notice substantially in the form set out in Schedule 21 (*Form of Retention Cure Action Notice*) to the Collateral Management Agreement).

U.S. CREDIT RISK RETENTION

THE INFORMATION CONTAINED IN THIS SECTION “U.S. CREDIT RISK RETENTION” IS CALCULATED AND PRESENTED AS OF 8 FEBRUARY, 2017, HAS NOT BEEN UPDATED AND, EXCEPT TO THE EXTENT REQUIRED BY THE U.S. RISK RETENTION RULES (AS DESCRIBED UNDER “POST-CLOSING REPORTING REQUIREMENTS” BELOW), WILL NOT BE UPDATED.

The information appearing in this section has been prepared by the Collateral Manager. None of the Placement Agent, the Arranger, the Trustee, the Agents or the Issuer (i) have participated in the calculation of the fair value of the U.S. Retained Interest included in the fair value determination, (ii) have independently verified any of the statements in this section or the fair value determination, (iii) are responsible for or making any representation concerning (A) the accuracy or completeness of the fair value determination, (B) the fair value of the U.S. Retained Interest that the Retention Holder expects to hold or (C) any assumptions, discount factors or other variables used to determine any such fair value, and (iv) assume responsibility for or have liability for the contents of the fair value determination or any of the statements of the Collateral Manager under this section.

Credit Risk Retention

On the Issue Date, the Retention Holder will purchase Class M-1 Subordinated Notes in an amount equal to at least 5% of the “fair value” (as defined in the U.S. Risk Retention Rules) of all Notes issued on the Issue Date (“**U.S. Retained Interest**”) (determined by the Collateral Manager using a fair value measurement framework under U.S. generally accepted accounting principles) as an “eligible horizontal residual interest” (as such terms are defined in the U.S. Risk Retention Rules). See “*Risk Factors - Risk Retention and Due Diligence - U.S. Risk Retention Requirements*” sections of this Offering Circular.

Fair Value of U.S. Retained Interest

THE INFORMATION IN THIS SECTION CONTAINS PROJECTIONS AND OTHER FORWARD-LOOKING STATEMENTS, CALCULATIONS AND ANALYSES BASED UPON KEY INPUTS, ASSUMPTIONS AND EXPECTATIONS DISCLOSED IN THIS SECTION. THE CALCULATIONS AND VALUATION INFORMATION PRESENTED IN THIS SECTION ARE BASED ON FINANCIAL, ECONOMIC, MARKET AND OTHER CONDITIONS USING ASSUMPTIONS AND EXPECTATIONS IN LIGHT OF INFORMATION AVAILABLE AS OF THE CALCULATION DATE OF THE FAIR VALUE. PROJECTIONS AND FORWARD-LOOKING STATEMENTS ARE NECESSARILY SPECULATIVE IN NATURE AND UNANTICIPATED EVENTS AND CIRCUMSTANCES MAY OCCUR AFTER THE CALCULATION DATE OF THE FAIR VALUE. ANY SUCH PROJECTIONS, FORWARD-LOOKING STATEMENTS, CALCULATIONS AND ANALYSES, WHICH INCLUDE THE AMOUNT OF THE ESTIMATED FAIR VALUE OF THE NOTES AND THE U.S. RETAINED INTEREST, THE AMOUNT OF THE U.S. RETAINED INTEREST THAT THE RETENTION HOLDER EXPECTS TO RETAIN ON THE ISSUE DATE, THE ASSUMED INTEREST RATES/DISCOUNT YIELDS ON THE NOTES, AND CERTAIN INFORMATION APPEARING IN THIS SECTION (INCLUDING THE CHARACTERISTICS OF THE COLLATERAL AS OF THE CALCULATION DATE OF THE FAIR VALUE, ASSUMED DEFAULT RATES, ASSUMED RECOVERY RATES, ASSUMED PREPAYMENT RATES, THE ASSUMED ABILITY TO REINVEST, THE NATURE OF SUCH ASSUMED REINVESTMENTS AND DECISIONS THAT SUBORDINATED NOTEHOLDERS MAY MAKE REGARDING FUTURE OPTIONAL REDEMPTIONS) BELOW, INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED, INTENDED, ASSUMED AND/OR DESCRIBED HEREIN. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHER THINGS, CHANGES IN POLITICAL AND ECONOMIC CONDITIONS, MARKET CONDITIONS, CHANGES IN INTEREST RATES, CURRENCY EXCHANGE RATE FLUCTUATIONS, MARKET, FINANCIAL OR LEGAL UNCERTAINTIES, DIFFERENCES IN THE ACTUAL ALLOCATION OF THE COLLATERAL DEBT OBLIGATIONS AMONG ASSET CATEGORIES FROM THOSE ASSUMED, THE TIMING AND PRICING OF ACQUISITIONS AND DISPOSITIONS AND THE AVAILABILITY OF THE COLLATERAL DEBT OBLIGATIONS, THE TIMING, FREQUENCY AND SEVERITY OF DEFAULTS ON THE COLLATERAL DEBT OBLIGATIONS AND

RECOVERIES THEREON, MISMATCHES BETWEEN THE TIMING OF ACCRUAL AND RECEIPT OF INTEREST PROCEEDS AND PRINCIPAL PROCEEDS FROM THE COLLATERAL DEBT OBLIGATIONS (PARTICULARLY DURING THE REINVESTMENT PERIOD), THE EFFECTIVENESS OF ANY HEDGE AGREEMENT AND THE PERFORMANCE OF ANY HEDGE COUNTERPARTY, THE POTENTIAL IMPACT OF ANY CURRENT, PENDING OR FUTURE APPLICABLE LAWS (INCLUDING THE DODD-FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT AND/OR ACCOUNTING STANDARDS (INCLUDING ANY CHANGES TO OR IN THE INTERPRETATION OF SUCH APPLICABLE LAWS AND/OR ACCOUNTING STANDARDS) AND REGULATORY INITIATIVES IMPACTING BANKS, OTHER FINANCIAL INSTITUTIONS, ASSET MANAGERS, SECURITIZERS OF ASSETS AND PRIVATE FUNDS (INCLUDING HEIGHTENED CAPITAL REQUIREMENTS AND LIQUIDITY RESERVES, REGULATION OF SWAPS, SWAP DEALERS AND OTHER MARKET PARTICIPANTS AND RULES RELATED TO SECURITISATIONS), CHANGES IN FISCAL OR MONETARY POLICIES AND FLUCTUATIONS, CHANGES IN MARKET PRACTICES, AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE ISSUER, THE TRUSTEE, THE PLACEMENT AGENT, THE COLLATERAL MANAGER, THE RETENTION HOLDER OR ANY OF THEIR RESPECTIVE AFFILIATES OR ANY OTHER PERSON. AS A RESULT OF THE FOREGOING, NO ASSURANCE CAN BE GIVEN THAT THE PROJECTIONS, FORWARD-LOOKING STATEMENTS, CALCULATIONS AND ANALYSES CONTAINED IN THIS SECTION WILL BE CORRECT. SEE *"RISK FACTORS—RELATING TO THE NOTES—ESTIMATED FAIR VALUES"* AND *"RISK FACTORS—RELATING TO THE NOTES—ESTIMATES OF THE FAIR VALUE OF THE NOTES INVOLVE A SIGNIFICANT DEGREE OF SUBJECTIVE JUDGMENT, AND, AS A RESULT, ARE INHERENTLY UNCERTAIN"*.

As of the date hereof, it is expected that the Retention Holder will acquire €24,100,000 of notional of the Class M-1 Subordinated Notes as the U.S. Retained Interest, which purchase proceeds is expected to comprise between 5.05 – 5.13% of the aggregate fair value of the Notes issued on the Issue Date. The fair value of the securities is summarised below.

Fair Value Determination

The Collateral Manager expects the fair value of the Notes on the Issue Date to be in the ranges stated below:

Tranche	Value (% of Par) Fair			Fair Value (€)		
	Low Scenario		High Scenario	Low Scenario		High Scenario
Class A-1	99.84%	-	100.16%	205,670,400	-	206,329,600
Class A-2	100.00%	-	100.53%	30,000,000	-	30,159,000
Class B-1	99.33%	-	100.67%	45,691,800	-	46,308,200
Class B-2	99.38%	-	100.68%	9,938,000	-	10,068,000
Class C	99.64%	-	101.08%	23,913,600	-	24,258,480
Class D	99.28%	-	100.73%	20,650,240	-	20,951,840
Class E	96.60%	-	98.62%	21,445,200	-	21,893,640
Class F	92.10%	-	93.92%	10,131,000	-	10,331,200
Class M-1	87.73%	-	95.00%	39,127,580	-	42,370,000
Class M-2	166.55%	-	177.95%	1,665,500	-	1,779,500

Total	408,233,320	414,449,460
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The Collateral Manager determined the fair value of the Notes in accordance with the fair value assessment described in ASC 820 under U.S. GAAP. Under ASC 820, the fair value of the Notes generally would be the price that would be received by the seller in a sale of the Notes in an orderly transaction between unaffiliated market participants. Under ASC 820, buyers and sellers are both assumed to be knowledgeable and possess a reasonable understanding of the asset using all available information. Additionally, both the buyer and the seller are assumed to be able and willing to transact without an external force specifically compelling them to do so. Forced sales, forced liquidations and distressed sales are not considered to be “orderly transactions”.

In measuring fair value, the use of observable and unobservable inputs and their significance in measuring fair value are reflected in the fair value hierarchy assessment, with Level 1 inputs favoured over Level 3 inputs.

- Level 1 – inputs include quoted prices for identical instruments and are the most observable.
- Level 2 – inputs include quoted prices for similar instruments and observable inputs such as interest rates and yield curves, and
- Level 3 – inputs include data not observable in the market and reflect management judgment about the assumptions market participants would use in pricing the instrument.

The fair value of the Rated Notes is categorised within Level 2 of the hierarchy, reflecting the use of inputs derived from prices for similar instruments. The fair value of the Subordinated Notes is categorized within Level 3 of the hierarchy as inputs in the fair value calculation are generally not observable and which reflect subjective determinations regarding inputs and assumptions market participants would use in pricing the Subordinated Notes in a hypothetical sale. Each Person receiving this Offering Circular should note that the fair value disclosures set forth herein were derived in part from, or based in part on, certain publicly available market data and/or information provided by third party sources, which in each case was assumed, without independent verification, to be accurate and complete in all respects.

Valuation Methodology

To calculate the fair value of the Notes, a discounted cash flow method was utilized, which derives an estimate of value based on the present value of the expected future cash flows of the Notes. The Collateral Debt Obligations securing the Notes will consist of a diverse portfolio of primarily below investment grade, first lien, senior secured corporate loans and bonds. Key modelling assumptions were derived in order to project future cash flows to the Notes by evaluating certain characteristics of the Notes such as their structure and the composition of the Collateral. A variety of assumptions were necessary to project the future performance of the Collateral when valuing the Notes, including default rates, recovery rates, prepayment speeds and reinvestment parameters. In general, the Collateral Manager’s valuation assumptions were informed by broker research reports, discussions with market participants and other research and analysis, including the analysis of the Valuation Firm (as defined below) and information and analysis of the Collateral Manager. After deriving cash flow assumptions, projected future cash flows were generated using a third-party cash flow modelling engine that is widely accepted among financial professionals as the standard modelling service for structured products and which utilized its standard forward 3-month EURIBOR curve. The projected cash flows of the Notes were then discounted at an appropriate discount rate range consistent with market required rates of return for similar securities and informed by market research, discussions with market participants and the analysis of the Valuation Firm.

The Collateral Manager has engaged a nationally recognised third party valuation consultant (the “**Valuation Firm**”) to assist the Collateral Manager in connection with certain aspects of the Collateral Manager’s fair value determination. The Valuation Firm performed certain financial analyses and relied on certain information provided to it by third parties, the Collateral Manager or available from public sources as being accurate and complete in all respects and which the Valuation Firm did not independently verify such information. The results of the financial

analyses performed by the Valuation Firm were among the factors taken into consideration by the Collateral Manager in its determination of the fair value of the U.S. Retained Interest. The Collateral Manager is solely responsible for the determination of the fair value of the U.S. Retained Interest and the aggregate fair value of the Notes (and the valuation methodology used by the Collateral Manager to calculate such fair value) and has used such amounts to calculate the fair value of the U.S. Retained Interest as a percentage of the aggregate fair value of the Notes.

Key Inputs and Assumptions

In completing these calculations the Collateral Manager made the following assumptions:

- (a) *Characteristics of the Expected Portfolio Obligations:* The Collateral Debt Obligations expected to be owned or committed to be purchased by the Issuer as of the Issue Date (the “**Expected Portfolio Obligations**”) (i) will have an aggregate outstanding principal balance of €260,000,000, (ii) will be comprised of floating rate loans with an aggregate outstanding principal balance of €195,000,000 bearing interest at a weighted average spread equal to 3.96% (excluding floors) over EURIBOR and 4.22% (including floors) over EURIBOR (with 61.0% of such loans having a EURIBOR floor of 0.0%, 28.0% of such loans having a EURIBOR floor of 0.93% on average and 11.0% of such loans having no floor), floating rate bonds with an aggregate outstanding principal balance of €60,800,000 bearing interest at a weighted average spread equal to 4.72% over EURIBOR (with 86.90% of such bonds having a EURIBOR floor of 0.0% and 13.10% of such bonds having no floor) and fixed rate bonds with an aggregate outstanding principal balance of €5,200,000 bearing interest at a weighted average stated coupon equal to 5.30% per annum and (iii) will be comprised of loans having an aggregate outstanding principal balance of €195,000,000 and bonds having an aggregate outstanding principal balance €65,000,000.
- (b) *Purchase prices of initial Collateral Debt Obligations:*

Assets	Purchase Price
Floating Rate Loans (no floor)	101.11%
Floating Rate Loans (zero floor)	100.34%
Floating Rate Loans (positive floor)	99.94%
Floating Rate Bonds (no floor)	99.93%
Floating Rate Bonds (zero floor)	100.04%
Fixed Rate Bonds	97.11%
Weighted Average	100.17%

- (c) *Default rates:* Constant default rate (“**CDR**”) is the annualised percentage of assets from the Portfolio assumed to default. Based on market expectations and historical default rates in the European leveraged loan market, the Collateral Manager assumed 2.0% CDR for the life of the transaction, save that with respect to the Class M-1 Subordinated Notes and Class M-2 Subordinated Notes only, no defaults are assumed up to the first due period. No recovery lag was assumed.
- (d) *Recovery rates:* Recovery rates are defined as the percentage of principal recovered in the event of a default. Based upon the average historical recovery rates for loans, first-lien term loans, second-lien term loans, secured bonds and senior unsecured bonds, as described in reports published by rating agencies, the Collateral Manager assumed a recovery rate of 70.00% for Senior Secured Bonds and Senior Secured Loans and 40.00% for non-Senior Secured Bonds and non-Senior Secured Loans.

- (e) *Prepayment rate:* The prepayment rate is the annual percentage of Collateral Debt Obligations in the Portfolio that prepay. Based on market expectations and historical prepayment rates in the European leveraged loan market, a constant prepayment rate of 20.00% was assumed on the floating rate assets, save that with respect to the Class M-1 Subordinated Notes and Class M-2 Subordinated Notes only, no prepayments are assumed up to the first due period.
- (f) *Reinvestment:* It was assumed that the Collateral Manager would continue to reinvest through the end of the Reinvestment Period in Collateral Debt Obligations with a weighted-average spread and a ratings composition similar to the Expected Portfolio Obligations on the Issue Date. A reinvestment spread of 4.13% (without the benefit of EURIBOR floors) was assumed for floating rate assets and 5.30% for fixed rate assets. 67.1% of floating rate assets are assumed to have a zero EURIBOR floor while 21.4% of floating rate assets are assumed to have an average EURIBOR floor of 0.94%. A reinvestment price of 99.50% was assumed for Senior Secured Loans and 100.00% for Senior Secured Bonds, non-Senior Secured Bonds and Second Lien Loans.
- (g) *Reinvestment after the Reinvestment Period:* With respect to the Class M-1 Subordinated Notes and Class M-2 Subordinated Notes only, it was assumed that the Collateral Manager would continue to reinvest 100% of prepayments after the end of the Reinvestment Period in Collateral Debt Obligations with a weighted-average spread and a ratings composition similar to the Expected Portfolio Obligations on the Issue Date. For the Rated Notes, no reinvestment was assumed after the Reinvestment Period.
- (h) *Optional redemption:* With respect to the Class M-1 Subordinated Notes and Class M-2 Subordinated Notes, an optional clean-up call is assumed to be exercised when the outstanding Aggregate Collateral Balance is less than €80,000,000 was assumed in the analysis. For the Rated Notes, no optional redemption was assumed.
- (i) *Forward Interest Rate:* The forward curve for 3-month EURIBOR (as of 6 February 2017) is assumed.
- (j) *Interest Proceeds during the first Due Period:* Assumed to be reduced by 30%.
- (k) *Discount rates:* The discount rate ranges applied to the Notes were generally informed by market research, recent observed transactions, discussions with active market participants and the analysis of the Valuation Firm. The discount ranges applied to each class of Notes are described in the table below:

DM / Yield ¹			
Tranche	Low Scenario		High Scenario
Class A-1	90 bps	-	96 bps
Class A-2	1.07%	-	1.17%
Class B-1	150 bps	-	170 bps
Class B-2	1.85%	-	2.05%
Class C	225 bps	-	245 bps
Class D	320 bps	-	340 bps
Class E	590 bps	-	620 bps
Class F	860 bps	-	890 bps
Class M-1	12.60%	-	15.00%

Class M-2	12.60%	-	15.00%
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¹“DM” refers to discount rate over 3-month EURIBOR (floored at zero). DMs are used for the classes with floating rate coupons and represent the discount margin on the floating rate expressed in basis points, whereas yields are used for the classes with fixed rate coupons and the Subordinated Notes

- (l) *Terms of the Notes:* The Collateral Manager has assumed that the terms of the Notes are in accordance with the Conditions and that any payments with respect to the Notes are made in accordance with the Conditions, including, but not limited to, the terms of the Priorities of Payments.

The Collateral Manager believes that the inputs and assumptions described above include the inputs and assumptions that could have a material impact on the fair value calculation or a prospective noteholder’s ability to evaluate the fair value calculation. The fair value of the Notes was calculated based on the assumptions described above. Prospective investors should be certain they understand these assumptions when considering the fair value calculation.

Post-Closing Reporting Requirements

The Collateral Manager will recalculate the fair value of the Notes following the Issue Date to reflect the issuance of the Notes and any changes in the methodology or inputs and assumptions described above. In accordance with the U.S. Risk Retention Rules, within a reasonable time after the Issue Date, the Collateral Manager will disclose (i) the recalculated fair value of the U.S. Retained Interest (expressed as a percentage of the fair value of all Notes and a euro amount) and (ii) the fair value (expressed as a percentage of the fair value of all Notes and a euro amount) of the Subordinated Notes that the Retention Holder was required to retain pursuant to the U.S. Risk Retention Rules (based on actual sale prices and Class sizes to the extent that Notes were sold (and not acquired on the Issue Date by the Collateral Manager, the Retention Holder or any of their respective subsidiaries)). In addition, a description of any material changes in the methodology or inputs and assumptions used to calculate the fair value will also be disclosed. Such disclosure will be delivered by the Issuer within thirty days of the Issue Date via the Irish Stock Exchange and/or the Clearing Systems and/or the secured website currently located at <https://gctinvestorreporting.bnymellon.com> (and may also be included in the first Monthly Report at the direction of the Issuer) for the sole purpose of satisfying the Collateral Manager’s post-closing disclosure obligations under the U.S. Risk Retention Rules.

Pursuant to the U.S. Risk Retention Rules, the fair value determination must include descriptions of all inputs and assumptions that either could have a material impact on the fair value calculation or would be material to a prospective investor’s ability to evaluate the Collateral Manager’s fair value calculations. In adopting the U.S. Risk Retention Rules, the relevant regulatory authorities indicated that the purpose of the disclosure of the fair value determination is to allow investors to analyse the amount of the Collateral Manager’s economic interest (“skin in the game”) in the transactions described in this Offering Circular. As such, the fair value determination set forth herein should not be used for any other purpose, including, without limitation, in making an investment decision with respect to any of the Notes.

THE COLLATERAL ADMINISTRATOR

The information appearing in this section has been prepared by the Collateral Administrator and has not been independently verified by the Issuer, the Placement Agent or any other party. None of the Placement Agent or any other party other than the Collateral Administrator assumes any responsibility for the accuracy or completeness of such information.

The Issuer confirms that the information appearing in this section has been accurately reproduced and that as far as the Issuer is aware, and is able to ascertain from information published by the Collateral Administrator, no facts have been omitted which would render the reproduced information inaccurate or misleading.

General

The Bank of New Mellon SA/NV, Dublin Branch is a branch of a Belgian limited liability company established September 30, 2008 under the form of a Société Anonyme/Naamloze Vennootschap located at 4th Floor, Hanover Building, Windmill Lane, Dublin 2, Ireland. The Bank of New Mellon SA/NV was granted its banking license by the former CBFA on March 10 2009. It has its headquarters and main establishment at 46 rue Montoyerstraat, 1000 Bruxelles/Brussels. The Bank of New York Mellon SA/NV is a subsidiary of BNY Mellon (“**BNYM**”), the main banking subsidiary of The BNY Mellon Corporation. It is under the prudential supervision of the National Bank of Belgium and regulated by the Belgian Financial Services and Markets Authority in respect of Conduct of Business. The Bank of New York Mellon SA/NV engages in Global Custody, Local Custody, Global Clearing, Global Collateral Management, Global Markets, Securities Lending and Depot Bank. The Bank of New York Mellon SA/NV operates from locations in Belgium, The Netherlands, Germany, London, Luxembourg, Paris and Dublin.

Termination and Resignation of Appointment of the Collateral Administrator

Pursuant to the terms of the Collateral Management Agreement, the Collateral Administrator may be removed: (a) without cause at any time upon at least 90 days’ prior written notice; or (b) with cause upon at least 10 days’ prior written notice in each case by the Issuer at its discretion or the Trustee acting upon the written directions of the holders of the Subordinated Notes acting by way of Extraordinary Resolution and subject to the Trustee being secured and/or indemnified and/or prefunded to its satisfaction. In addition the Collateral Administrator may also resign without cause upon at least 45 days’ prior written notice and with cause upon at least 10 days’ prior written notice to the Issuer, the Trustee and the Collateral Manager. No resignation or removal of the Collateral Administrator will be effective until a successor collateral administrator has been appointed pursuant to the terms of the Collateral Management Agreement.

THE LIQUIDITY FACILITY PROVIDER

The Issuer confirms that the information appearing in this section has been validated against information provided on the websites of www.bnymellon.com and other websites of government and regulatory bodies (including the FDIC, FFIEC, Bank of England, FCA and Companies House).

The Bank of New York Mellon

The Bank of New York Mellon, a New York state chartered bank (the “**Bank**”), is one of the two principal banking subsidiaries of The Bank of New York Mellon Corporation (NYSE: BK), a bank holding company and a financial holding company (“**BNY Mellon**”). BNY Mellon is a global investments company dedicated to helping its clients manage and service their financial assets throughout the investment lifecycle. Whether providing financial services for institutions, corporations or individual investors, BNY Mellon delivers informed investment management and investment services in 35 countries and more than 100 markets. As of 31 March 2016, BNY Mellon had \$29.1 trillion in assets under custody and/or administration, and \$1.6 trillion in assets under management. BNY Mellon can act as a single point of contact for clients looking to create, trade, hold, manage, service, distribute or restructure investments. Visit our newsroom at www.bnymellon.com/newsroom for the latest company news.

BNY Mellon’s and the Bank’s ratings information is available at: <http://www.bnymellon.com/investorrelations/creditratings.html>. A rating is not a recommendation to buy, sell or hold securities, and may be subject to revision or withdrawal at any time by the assigning rating organisation. Each rating should be evaluated independently of any other rating.

BNY Mellon’s principal office is located at 225 Liberty Street, New York, New York 10286. A copy of the most recent Annual Report on Form 10-K of BNY Mellon may be obtained from www.bnymellon.com. For additional information about BNY Mellon, please refer to the reports filed with the Securities Exchange Commission, including BNY Mellon’s Annual Report on Form 10-K, proxy statement, quarterly reports on Form 10-Q and current reports on Form 8-K, available at www.sec.gov.

THE PORTFOLIO

The following description of the Portfolio consists of a summary of certain provisions of the Collateral Management Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement.

Terms used and not otherwise defined herein or in this Offering Circular as specifically referenced herein shall have the meaning given to them in Condition 1 (*Definitions*) of the Terms and Conditions of the Notes.

Introduction

Pursuant to the Collateral Management Agreement, the Collateral Manager is required to act in specific circumstances in relation to the Portfolio on behalf of the Issuer and to carry out the duties and functions described below. Any delegation of duties by the Collateral Manager in accordance with the Collateral Management Agreement shall not relieve the Collateral Manager from any liability thereunder. In addition, the Collateral Administrator is required to perform certain calculations in relation to the Portfolio on behalf of the Issuer, in each case to the extent and in accordance with the information provided to it by the Collateral Manager.

Acquisition of Collateral Debt Obligations

The Collateral Manager will determine and will use reasonable endeavours to cause to be acquired by the Issuer a portfolio of primarily Senior Secured Loans, Senior Secured Bonds, Senior Unsecured Obligations, Corporate Rescue Loans, Mezzanine Obligations, Second Lien Loans, High Yield Bonds, Bridge Loans during the Initial Investment Period (including, but not limited to, Collateral Debt Obligations purchased pursuant to the Warehouse Arrangements), the Reinvestment Period and thereafter. The Issuer anticipates that, by the Issue Date, it will have purchased or committed to purchase Collateral Debt Obligations, the Aggregate Principal Balance of which is equal to at least €280,000,000 which is approximately 70 per cent. of the Target Par Amount (as defined in the Conditions). The proceeds of the issue of the Notes remaining after payment of: (a) the acquisition costs for the Collateral Debt Obligations acquired by the Issuer on or prior to the Issue Date, including repayment of the Warehouse Arrangements; and (b) certain fees, costs and expenses incurred in connection with the issue of the Notes and anticipated to be payable by the Issuer following completion of the issue of the Notes will be deposited in the Interest Reserve Account and the Unused Proceeds Account on the Issue Date. The Collateral Manager acting on behalf of the Issuer, shall use all reasonable efforts to purchase Collateral Debt Obligations with an Aggregate Principal Balance equal to at least the Target Par Amount out of the Balance standing to the credit of the Unused Proceeds Account during the Initial Investment Period.

The Issuer does not expect and is not required to satisfy the Collateral Quality Tests, Portfolio Profile Tests or the Coverage Tests prior to the Effective Date. The Collateral Manager may declare that the Initial Investment Period has ended and the Effective Date has occurred prior to 25 September 2017, subject to the Effective Date Determination Requirements being satisfied.

On or after the Effective Date, the Balance standing to the credit of the Unused Proceeds Account will be transferred to the Principal Account and/or the Interest Account, in each case, at the discretion of the Collateral Manager (acting on behalf of the Issuer), provided that as at such date: (i) the Issuer has acquired or entered into binding commitments to acquire Collateral Debt Obligations, the Aggregate Principal Balance of which equals or exceeds the Target Par Amount (after taking into account any transfer in (ii)); and (ii) no more than 1 per cent. of the Aggregate Collateral Balance may be transferred to the Interest Account.

Within 10 Business Days following the Effective Date, the Collateral Administrator shall issue a report (the “**Effective Date Report**”) containing the information required in a Monthly Report, confirming whether the Issuer has acquired or entered into a binding commitment to acquire Collateral Debt Obligations having an Aggregate Principal Balance which equals or exceeds the Target Par Amount, copies of which shall be forwarded to the Issuer, the Trustee, the Collateral Manager and the Rating Agencies (provided that, for the purposes of determining the Aggregate Principal Balance as provided above, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Moody’s Collateral Value and its S&P Collateral Value) and the

Issuer will provide, or cause the Collateral Manager to provide to the Trustee and the Collateral Administrator an accountants' certificate confirming the Aggregate Principal Balance of all Collateral Debt Obligations purchased or committed to be purchased as at such date and the computations and results of the Portfolio Profile Tests, the Collateral Quality Tests (other than the S&P CDO Monitor Test) and the Coverage Tests by reference to such Collateral Debt Obligations. In addition, if the Effective Date S&P Condition has not yet occurred on the Effective Date and (w) the Issuer provides S&P with the excel default model input file (as used by S&P), (x) the Issuer causes the Collateral Manager to provide to S&P the Effective Date Report and the Effective Date Report confirms satisfaction of the S&P CDO Monitor Test as of the Effective Date, (y) the Collateral Manager certifies to S&P (which confirmation may be in the form of an email) that the S&P CDO Monitor has been run as of the last day prior to the Effective Date (taking into account the S&P CDO Monitor Non-Model Adjustments described below) and that the result is passing and (z) the Collateral Manager provides to S&P an electronic copy of the Portfolio used to generate the passing test result, then a written confirmation from S&P of its Initial Ratings of the Rated Notes shall be deemed to have been provided; provided that, for purposes of determining compliance with the S&P CDO Monitor Test in connection with such Effective Date Report, the calculation of the Aggregate Funded Spread shall be unadjusted by any EURIBOR (or such other floating rate of interest) floors applicable to any Floating Rate Collateral Debt Obligation and by assuming that any Collateral Debt Obligation subject to a EURIBOR floor bears interest at a rate equal to the stated interest rate spread above EURIBOR and (y) without including in the Aggregate Collateral Balance any Principal Proceeds designated to be included as Interest Proceeds on the Effective Date (the foregoing subclauses (x) and (y) together, the **"S&P CDO Monitor Non-Model Adjustments"**).

The Collateral Manager (acting on behalf of the Issuer) shall promptly following receipt of the Effective Date Report, request that each of the Rating Agencies confirm its Initial Ratings of the Rated Notes, provided that if the Effective Date Moody's Condition is satisfied then such rating confirmation shall be deemed to have been received from Moody's and if the Effective Date S&P Condition is satisfied then such rating confirmation shall be deemed to have been received from S&P. If the Effective Date Moody's Condition is not satisfied within 30 Business Days following the Effective Date the Collateral Manager shall promptly notify Moody's and/or if the Effective Date S&P Condition is not satisfied within 30 Business Days following the Effective Date, the Collateral Manager shall promptly notify S&P. If (i) the Effective Date Determination Requirements are not satisfied and Rating Agency Confirmation has not been received in respect of such failure; (ii) either (A) the Collateral Manager (acting on behalf of the Issuer) does not present a Rating Confirmation Plan to Moody's or (B) the Collateral Manager (acting on behalf of the Issuer) presents a Rating Confirmation Plan to Moody's and Rating Agency Confirmation is not received in respect of such Rating Confirmation Plan; (iii) where the Effective Date Moody's Condition is not satisfied, following a request therefor from the Collateral Manager after the Effective Date, Rating Agency Confirmation from Moody's is not received; or (iv) where the Effective Date S&P Condition is not satisfied, following a request thereof from the Collateral Manager after the Effective Date, Rating Agency Confirmation from S&P is not received, an Effective Date Rating Event shall have occurred. If an Effective Date Rating Event has occurred and is continuing on the Business Day prior to the Payment Date next following the Effective Date, the Rated Notes shall be redeemed, pursuant to Condition 7(e) (*Redemption upon Effective Date Rating Event*) on such Payment Date and thereafter on each Payment Date (to the extent required) out of Interest Proceeds and thereafter out of Principal Proceeds subject to the Priorities of Payments, until the earlier of (x) the date on which the Effective Date Rating Event is no longer continuing and (y) the date on which the Rated Notes have been redeemed in full. The Collateral Manager shall notify the Rating Agencies upon the discontinuance of an Effective Date Rating Event.

During such time as an Effective Date Rating Event shall have occurred and be continuing the Collateral Manager (acting on behalf of the Issuer) may prepare and present to the Rating Agencies a Rating Confirmation Plan setting forth the timing and manner of acquisition of additional Collateral Debt Obligations and/or any other intended action which will cause confirmation or reinstatement of the Initial Ratings. The Collateral Manager (acting on behalf of the Issuer) is under no obligation whatsoever to present a Rating Confirmation Plan to the Rating Agencies.

Eligibility Criteria

Each Collateral Debt Obligation must, at the time of entering into a binding commitment to acquire such obligation by, or on behalf of, the Issuer, satisfy the following criteria (the “**Eligibility Criteria**”) as determined by the Collateral Manager in its reasonable discretion (capitalised terms in each case shall be read and construed as if such obligation were a Collateral Debt Obligation):

- (a) it is a Senior Secured Loan, Senior Secured Bond, an Senior Unsecured Obligation, a Corporate Rescue Loan, a Mezzanine Obligation, a Second Lien Loan or a High Yield Bond, a PIK Obligation or a Bridge Loan;
- (b) it is (I) denominated in Euro or (II) is denominated in a Qualifying Currency other than Euro and either (1) if such Non-Euro Obligation is denominated in a Qualifying Unhedged Obligation Currency and was acquired in the Primary Market and within 90 calendar days of the settlement date thereof, and otherwise (2) no later than the settlement date of the acquisition thereof the Issuer (or the Collateral Manager on its behalf) enters into an Asset Swap Transaction with a notional amount in the relevant currency equal to the aggregate principal amount of such obligation and otherwise complies with the requirements set out in respect of such obligation in the Collateral Management Agreement and (III) is not convertible into or payable in any other currency;
- (c) it is not a Defaulted Obligation or a Credit Impaired Obligation;
- (d) it is not a lease (including, for the avoidance of doubt, a financial lease);
- (e) it is not a Structured Finance Security, pre-funded letter of credit or a Synthetic Security;
- (f) it provides for a fixed amount of principal payable on scheduled payment dates and/or at maturity and does not by its terms provide for earlier amortisation or prepayment in each case at a price of less than par;
- (g) it is not a Zero Coupon Obligation, Step-Up Coupon Security or Step-Down Coupon Security;
- (h) it does not constitute “margin stock” (as defined under Regulation U issued by the Board of Governors of the United States Federal Reserve System);
- (i) it is an obligation in respect of which, following acquisition thereof by the Issuer by the selected method of transfer, payments to the Issuer will not be subject to withholding tax (with the exception of commitment fees, facility fees, and other similar fees, associated with Collateral Debt Obligations constituting Revolving Obligations and Delayed Drawdown Collateral Debt Obligations) imposed by any jurisdiction unless either: (i) such withholding tax can be sheltered in full by application being made under the applicable double tax treaty or otherwise; or (ii) the Obligor is required to make “gross-up” payments that cover the full amount of any such withholding on an after-tax basis (and in the case of Participations, neither payments to the Selling Institution nor payments to the Issuer will be subject to withholding tax imposed by any jurisdiction unless the Obligor is required to make “gross-up” payments that compensate the Issuer directly or indirectly in full for any such withholding on an after-tax basis);
- (j) other than in the case of Corporate Rescue Loans, it has a Moody’s Rating of not lower than “Caa3” and an S&P Rating of not lower than “CCC-”;
- (k) it is not a debt obligation whose repayment is subject to substantial non-credit related risk;
- (l) it will not result in the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer other than those: (i) which may arise at its option; (ii) which are fully collateralised; (iii) which are subject to limited recourse provisions similar to those set out in the Trust Deed; (iv) which are owed to the agent bank in relation to the performance of its duties under a Collateral Debt Obligation; or (v) which may arise as a result of an undertaking to participate in a financial restructuring of a Collateral Debt Obligation where such undertaking is contingent upon the redemption in full of such Collateral Debt Obligation on or before the time by which the Issuer is obliged to enter into the restructured Collateral Debt

Obligation and where the restructured Collateral Debt Obligation satisfies the Eligibility Criteria and for the avoidance of doubt, the Issuer is not liable to pay any amounts in respect of a restructured Collateral Debt Obligation, provided that, in respect of paragraph (v) only, that the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer following such restructuring shall not exceed the redemption amounts from such restructured Senior Secured Loan, second lien loan or similar obligation;

- (m) it will not require the Issuer or the pool of collateral to be registered as an investment company under the Investment Company Act;
- (n) it is not a debt obligation that pays scheduled interest less frequently than annually (other than, for the avoidance of doubt, PIK Obligations);
- (o) it is not a debt obligation issued by an Obligor which has total potential indebtedness (comprised of all financial debt owing by that Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans as determined by original or subsequent issuance size, at the time of purchase by the Issuer) under its respective loan agreements and other Underlying Instruments of less than €150,000,000.00 or the equivalent thereof converted into Euro at the Spot Rate at the time at which the Issuer entered into a binding commitment to purchase such Collateral Debt Obligation;
- (p) it is not subject to a tender offer, voluntary redemption, exchange offer, conversion or other similar action for a price less than its par amount plus all accrued and unpaid interest;
- (q) the Collateral Debt Obligation Stated Maturity thereof falls prior to the Maturity Date of the Notes;
- (r) its acquisition by the Issuer will not result in the imposition of stamp duty or stamp duty reserve tax or other similar tax, duty or levy payable by the Issuer (or by any other person who has a right, statutory or otherwise, to be reimbursed for the same by the Issuer), unless such stamp duty or stamp duty reserve tax or other similar tax, duty or levy has been included in the purchase price of such Collateral Debt Obligation;
- (s) upon acquisition, the Collateral Debt Obligation is capable of being, and will be, the subject of a first fixed charge, a first priority security interest or other arrangement having a similar commercial effect in favour of the Trustee for the benefit of the Secured Parties;
- (t) is an obligation of an Obligor or Obligors Domiciled in a Non-Emerging Market Country (as determined by the Collateral Manager acting on behalf of the Issuer);
- (u) is not an obligation of an Obligor or Obligors Domiciled in a country with a Moody's local currency country risk ceiling of "Baa1" or below;
- (v) it has not been called for, and is not subject to a pending, redemption;
- (w) it is capable of being sold, assigned or participated to the Issuer, together with any associated security, without any breach of applicable selling restrictions or of any contractual provisions or of any legal or regulatory requirements and the Issuer does not require any authorisations, consents, approvals or filings (other than such as have been obtained or effected) as a result of or in connection with any such sale, assignment or participation under any applicable law;
- (x) it is not an obligation in respect of which interest payments are scheduled to decrease (although interest payments may decrease due to unscheduled events such as a decrease of the index relating to a Floating Rate Collateral Debt Obligation, the change from a default rate of interest to a non default rate or an improvement in the Obligor's financial condition);
- (y) it is an obligation (i) that is acquired, and held in a manner that does not violate the U.S. Investment Restrictions, and (ii) the nature of which does not violate the U.S. Investment Restrictions;
- (z) it must require the consent of at least 66⅔ per cent. of the lenders to the Obligor thereunder for any change in the principal repayment profile or interest applicable on such obligation (for the avoidance of doubt,

excluding any changes originally envisaged in the loan documentation) provided that in the case of a Collateral Debt Obligation that is a bond, such percentage requirement shall refer to the percentage of holders required to approve a resolution on any such matter, either as a percentage of those attending a quorate bondholder meeting or as a percentage of all bondholders acting by way of a written resolution;

- (aa) it is not a Project Finance Loan;
- (bb) it is not, and is not convertible into, an equity security;
- (cc) it is in registered form for U.S. federal income tax purposes unless it is not a “registration required” instrument;
- (dd) it is a “qualifying asset” for the purposes of section 110 of the Taxes Consolidation Act 1997 of Ireland;
- (ee) its acquisition by the Issuer will not result in the Issuer being required to be authorised as a “credit servicing firm” within the meaning of the Irish Central Bank Act, 1997 (as amended);
- (ff) it does not have an “f”, “r”, “p”, “pi”, “q”, “(sf)” or “t” subscript assigned by S&P;
- (gg) it does not have an “(sf)” subscript assigned by Moody’s;
- (hh) it has a minimum purchase price of 65 per cent. of the Principal Balance of such Collateral Debt Obligation;
- (ii) in respect of a PIK Obligation, it is not a Deferring Security;
- (jj) in respect of a Partial PIK Obligation, it is not currently in default with respect to the portion of the interest due thereon to be paid in cash on each payment date;
- (kk) it is not a Non-Recourse Obligation; and
- (ll) it is not a Current Pay Obligation.

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

“Non-Recourse Obligation” means an obligation that falls into any one of the following types of specialised lending:

- (a) *Project Finance*: a method of funding in which the lender looks solely to the revenues generated by a single project, both as the source of repayment and as security for the exposure. Repayment depends solely 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.
- (b) *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 dependent on the cash flows solely generated by the specific assets that have been financed and pledged or assigned to the lender. The sole source of these cash flows might be rental or lease contracts with one or several third parties.
- (c) *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.

- (d) *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 solely on the cash flows generated by the asset. The sole source of these cash flows would generally be lease or rental payments or the sale of the asset.
- (e) *High volatility commercial real estate*: a financing of any of the land acquisition, development and constructions phases for properties of those types in such jurisdictions, where the sole source repayment at origination of the exposure is either 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 for that type of commercial real estate).

Restructured Obligations

In the event a Collateral Debt Obligation becomes the subject of a restructuring whether effected by way of an amendment to the terms of such Collateral Debt Obligation (including but not limited to an amendment of its maturity date) or by way of substitution of new obligations and/or change of Obligor, such obligation shall only constitute a Restructured Obligation if such obligation satisfies the Eligibility Criteria (save for paragraphs (c), (j), (o), (hh), (ii) or (jj) thereof) (the “Restructured Obligation Criteria”) and such obligation has an S&P Rating.

Any Collateral Debt Obligation (or portion thereof) included in the Restructured Obligation Excess shall be considered a Defaulted Obligation (for which purposes Collateral Debt Obligations shall be deemed to form part of the Restructured Obligation Excess in reverse order of the date on which each becomes a Restructured Obligation).

Management of the Portfolio

Overview

The Collateral Manager (acting on behalf of the Issuer) is permitted, in certain circumstances and, subject to certain requirements, to sell Collateral Debt Obligations and Exchanged Securities and to reinvest the Sale Proceeds (other than accrued interest on such Collateral Debt Obligations included in Interest Proceeds by the Collateral Manager) thereof in Substitute Collateral Debt Obligations. The Collateral Manager shall determine (in consultation with the Collateral Administrator), as at the date of the proposed acquisition, that the Portfolio Profile Tests and Reinvestment Criteria which are required to be satisfied (or where such relevant criterion permits, maintained or improved) in connection with any such sale or reinvestment are satisfied (or where such relevant criterion permits, maintained or improved) or, if any such criteria are not satisfied (or where such relevant condition permits, maintained or improved), shall notify the Issuer of the reasons and the extent to which such criteria are not so satisfied (or where such relevant criterion permits, maintained or improved). Certification as of the trade date of the satisfaction of such tests (or where such relevant criterion permits, such tests are maintained or improved) shall be made upon delivery to the Collateral Administrator of a trade ticket by the Collateral Manager in respect of such acquisition on the settlement date thereof, and the Collateral Administrator in turn shall make the relevant certifications in the Issuer Order (as defined in the Collateral Management Agreement) on such date, subject to and in accordance with the terms of the Collateral Management Agreement.

The Collateral Manager will determine and use reasonable endeavours to cause to be purchased by the Issuer, Collateral Debt Obligations (including all Substitute Collateral Debt Obligations) taking into account the Eligibility Criteria and will monitor the performance of the Collateral Debt Obligations on an ongoing basis to the extent practicable using sources of information reasonably available to it and provided that the Collateral Manager shall not be responsible for determining whether or not the terms of any individual Collateral Debt Obligation have been observed.

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

Sale of Collateral Debt Obligations

Sale of Issue Date Collateral Debt Obligations

The Collateral Manager, acting on behalf of the Issuer shall sell any Issue Date Collateral Debt Obligations which do not comply with the Eligibility Criteria on the Issue Date (each a “**Non-Eligible Issue Date Collateral Debt Obligation**”) Any Sale Proceeds received in connection therewith may be reinvested in Substitute Collateral Debt Obligations satisfying the Eligibility Criteria or credited to the Principal Account pending such reinvestment.

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

Credit Impaired Obligations, Credit Improved Obligations and Defaulted Obligations may be sold at any time by the Collateral Manager (acting on behalf of the Issuer) subject to the following:

- (a) to the Collateral Manager’s knowledge, no Note Event of Default having occurred which is continuing; and
- (b) the Collateral Manager believes, in its reasonable judgement, that such security constitutes a Credit Impaired Obligation, a Credit Improved Obligation or a Defaulted Obligation, as the case may be,

provided that if the Collateral Manager is removed following the occurrence of a Collateral Manager Event of Default and a successor collateral manager has not been appointed and accepted such appointment, the Collateral Manager shall not sell any Credit Impaired Obligation, Credit Improved Obligation or any Defaulted Obligation.

Terms and Conditions applicable to the Sale of Exchanged Securities

Any Exchanged Security may be sold at any time by the Collateral Manager in its discretion (acting on behalf of the Issuer) subject to, to the Collateral Manager’s knowledge, no Note Event of Default having occurred which is continuing.

In addition to any discretionary sale of Exchanged Securities as provided above, the Collateral Manager shall be required by the Issuer to use its reasonable efforts to sell (on behalf of the Issuer) any Exchanged Security which constitutes Margin Stock, as soon as practicable upon its receipt or upon its becoming Margin Stock (as applicable), *provided that* if the Collateral Manager is removed following the occurrence of a Collateral Manager Event of Default and a successor collateral manager has not been appointed and accepted such appointment, the Collateral Manager shall not sell any Exchanged Security.

Discretionary Sales

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

- (a) no Note Event of Default having occurred which is continuing;
- (b) after giving effect to such sale, the Aggregate Principal Balance outstanding of all Collateral Debt Obligations sold as described in this paragraph during the preceding 12 calendar months (or, for the first 12 calendar months after the Issue Date, during the period commencing on the Issue Date) is not greater than 25 per cent. of the Aggregate Collateral Balance as of the first day of such 12 calendar month period (or as of the Issue Date, as the case may be); and
- (c) either:
 - (i) during the Reinvestment Period, the Collateral Manager reasonably believes prior to such sale that it will be able to enter one or more binding commitments to reinvest all or a portion of the proceeds of such sale in one or more additional Collateral Debt Obligations with an Aggregate Principal Balance outstanding at least equal to the Principal Balance of such sold Collateral Debt

Obligation or Collateral Debt Obligations within 45 days after the settlement of such sale in accordance with the Reinvestment Criteria; or

- (ii) at any time, either: (1) the Sale Proceeds from such sale are at least equal to the Principal Balance of such Collateral Debt Obligation; or (2) after giving effect to such sale, the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be multiplied by the lower of its Moody's Collateral Value and its S&P Collateral Value) outstanding of all Collateral Debt Obligations (excluding the Collateral Debt Obligation being sold but including, without duplication, the Sale Proceeds of such sale) plus, without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account (including Eligible Investments therein) will be greater than (or equal to) the Reinvestment Target Par Amount (as defined below),

provided that if the Collateral Manager is removed following the occurrence of a Collateral Manager Event of Default and a successor collateral manager has not been appointed and accepted such appointment, the Collateral Manager shall not sell any Collateral Debt Obligation.

Restricted Trading Period

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

Sale of Collateral Prior to Maturity Date

In the event of: (i) any redemption of the Rated Notes in whole prior to the Maturity Date; or (ii) receipt of notification from the Trustee of enforcement of the security over the Collateral; the Collateral Manager (acting on behalf of the Issuer) will (at the direction of the Trustee following the enforcement of such security), as far as practicable, arrange for liquidation of the Collateral in order to procure that the proceeds thereof are in immediately available funds by the Business Day prior to the applicable Redemption Date and sell all or part of the Portfolio, as applicable, in accordance with Condition 7 (*Redemption and Purchase*) and clause 27 (*Realisation of Collateral*) of the Collateral Management Agreement but without regard to the limitations set out in clause 20 (*Management of the Portfolio*) and Schedule 3 (*Reinvestment Criteria*) of the Collateral Management Agreement (which will include any limitations or restrictions set out in the Conditions of the Notes and the Trust Deed).

Sale of Assets which do not Constitute Collateral Debt Obligations

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

Disposal of Unsaleable Assets

Following the delivery of prior written notice of a proposed Optional Redemption in accordance with Condition 7(b)(iv)(A), or the delivery of an Acceleration Notice (actual or deemed) in accordance with Condition 10(b), the Collateral Manager, acting on behalf of the Issuer, may conduct an auction of Unsaleable Assets. The Issuer will provide notice (in such form as is prepared by the Collateral Manager) to the Noteholders in accordance with the Conditions (and, for so long as any Rated Notes are Outstanding, the Rating Agencies) of such auction, setting forth in reasonable detail a description of each Unsaleable Asset and the following auction procedures:

- (a) 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 Collateral Manager, on behalf of the Issuer, will deliver such Unsaleable Asset to the highest bidder against payment in cash of the bid price;

- (b) 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;
- (c) if no Noteholder submits such a bid for an Unsaleable Asset, unless delivery in kind is not legally permissible or commercially practicable, the Collateral Manager will direct the Issuer to notify, and the Issuer will notify each Noteholder in accordance with the Conditions of the offer to deliver (at no cost to the Noteholders, the Collateral Manager 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 Collateral Manager 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 Collateral Manager will identify and distribute the Unsaleable Assets on a pro rata basis to the extent possible and the Collateral Manager will select by lottery the Noteholder to whom the remaining portion will be delivered. The Collateral Manager will use reasonable efforts to effect delivery of such portions of unsold Unsaleable Assets. For the avoidance of doubt, any such delivery to the Noteholders will not operate to reduce the principal amount outstanding of the related Notes held by such Noteholders; and
- (d) if no such Noteholder provides delivery instructions to the Collateral Manager, the Collateral Manager will take such action (if any) to dispose of the Unsaleable Asset, which may be by donation to a charity, abandonment or other means.

Reinvestment of Collateral Debt Obligations

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

For the purposes of the Reinvestment Criteria, no portion of the balance standing to the credit of the Unused Proceeds Account shall be taken into account when determining the level of compliance or non-compliance with any Portfolio Profile Test or Collateral Quality Test to the extent such portion has been or is to be designated as Interest Proceeds to the Interest Proceeds Account.

During the Reinvestment Period

During the Reinvestment Period, the Collateral Manager (acting on behalf of the Issuer) shall, using all reasonable endeavours, reinvest any Principal Proceeds in the purchase of Substitute Collateral Debt Obligations satisfying the Eligibility Criteria provided that immediately after entering into a binding commitment to acquire such Collateral Debt Obligation and taking into account existing commitments, the criteria set out below (except satisfaction of the Eligibility Criteria, which shall apply only after the Effective Date), must be satisfied:

- (a) no Note Event of Default has occurred that is continuing at the time of such purchase;
- (b) on and after the Effective Date (or in the case of the Interest Coverage Tests, the second Payment Date) the Coverage Tests are satisfied or if (other than with respect to the reinvestment of any proceeds received upon the sale of, or as a recovery on, any Defaulted Obligation, in respect of which such proceeds may only be reinvested if the Coverage Tests will be satisfied immediately following such reinvestment) as calculated immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation, the Principal Proceeds of which are being reinvested, any Coverage Test was not satisfied, the coverage ratio relating to such test will be maintained or improved after giving effect to such reinvestment than it was immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;
- (c) in the case of a Substitute Collateral Debt Obligation purchased with Sale Proceeds of a Credit Impaired Obligation or a Defaulted Obligation either:

- (i) the Aggregate Principal Balance of all Substitute Collateral Debt Obligations purchased with such Sale Proceeds shall at least equal such Sale Proceeds;
 - (ii) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be multiplied by the lower of its Moody's Collateral Value and its S&P Collateral Value) of all Collateral Debt Obligations (after giving effect to such reinvestment) will be maintained or increased, when respectively compared to the Aggregate Principal Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value) of all Collateral Debt Obligations immediately prior to such sale; or
 - (iii) the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be multiplied by the lower of its Moody's Collateral Value and its S&P Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation); and (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (save for interest accrued on Eligible Investments)) is equal to or greater than the Reinvestment Target Par Amount;
- (d) in the case of a Substitute Collateral Debt Obligation purchased with Sale Proceeds of a Credit Improved Obligation either:
 - (i) the Aggregate Principal Balance shall be maintained or improved after giving effect to such reinvestment when compared with the Aggregate Principal Balance immediately prior to the sale of the relevant Credit Improved Obligation; or
 - (ii) the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be multiplied by the lower of its Moody's Collateral Value and its S&P Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation); and (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (save for interest accrued on Eligible Investments)) is equal to or greater than the Reinvestment Target Par Amount;
- (e) on and after the Effective Date (or in the case of the Interest Coverage Tests, the second Payment Date) either: (A) each of the Portfolio Profile Tests and the Collateral Quality Tests will be satisfied; or (B) if any of the Portfolio Profile Tests or Collateral Quality Tests are not satisfied such test will be maintained or improved after giving effect to such reinvestment than it was immediately prior to sale, repayment or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;
- (f) the date on which the Issuer (or the Collateral Manager acting on behalf of the Issuer) enters into a binding commitment to purchase such Collateral Debt Obligation occurs during the Reinvestment Period;
- (g) with respect to the reinvestment of Sale Proceeds (other than Sale Proceeds from Credit Improved Obligations, Credit Impaired Obligations, Defaulted Obligations and Exchanged Securities) either:
 - (i) the Aggregate Principal Balance of all Collateral Debt Obligations shall be maintained or improved after giving effect to such reinvestment when compared with the Aggregate Principal Balance immediately prior to the sale that generates such Sale Proceeds; or
 - (ii) after giving effect to such sale, on the date on which the Issuer (or the Collateral Manager acting on behalf of the Issuer) enters into a binding commitment to purchase such Collateral Debt Obligation the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal

Balance of each Defaulted Obligation shall be multiplied by the lower of its Moody's Collateral Value and its S&P Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Substitute Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligations); and (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (save for interest accrued on Eligible Investments)) is equal to or greater than the Reinvestment Target Par Amount;

- (h) in the case of a Substitute Collateral Debt Obligation that is an Unhedged Collateral Debt Obligation, the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be multiplied by the lower of its Moody's Collateral Value and its S&P Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation); and (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (save for interest accrued on Eligible Investments) but excluding amounts that will be applied to purchase such Substitute Collateral Debt Obligations) is equal to or greater than the Reinvestment Target Par Amount; and
- (i) such reinvestment will not cause an EU Retention Deficiency.

Following the Expiry of the Reinvestment Period

Following the expiry of the Reinvestment Period, only Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations may be reinvested by the Collateral Manager (acting on behalf of the Issuer) in one or more Substitute Collateral Debt Obligations satisfying the Eligibility Criteria, in each case provided that:

- (a) the Aggregate Principal Balance of Substitute Collateral Debt Obligations equals or exceeds (i) the Aggregate Principal Balance of the related Collateral Debt Obligations that produced such Unscheduled Principal Proceeds or Sale Proceeds or (ii) the amount of Sale Proceeds of such Credit Impaired Obligation, as the case may be;
- (b) a Restricted Trading Period is not currently in effect;
- (c) the Moody's Maximum Weighted Average Rating Factor Test is satisfied immediately after giving effect to such reinvestment;
- (d) the Weighted Average Life Test is satisfied immediately after giving effect to such reinvestment, or, if not satisfied, is maintained or improved;
- (e) the Weighted Average Life Test was satisfied on the last Business Day of the Reinvestment Period;
- (f) either: (I) each of the Portfolio Profile Tests and the Collateral Quality Tests (except the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Diversity Test, the S&P CDO Monitor Test, the Weighted Average Life Test and paragraphs (o) and (p) of the Portfolio Profile Tests) are satisfied after giving effect to such reinvestment; or (II) if any such test was not satisfied immediately prior to such reinvestment, such test will be maintained or improved after giving effect to such reinvestment;
- (g) no Note Event of Default has occurred that is continuing at the time of such reinvestment;
- (h) before and after giving effect to such purchase, each Coverage Test is satisfied;
- (i) after giving effect to the reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance consist of obligations which are S&P CCC Obligations;
- (j) after giving effect to the reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance consist of obligations which are Moody's Caa Obligations;

- (k) such Substitute Collateral Debt Obligation(s) have the same or a higher S&P Rating as the Collateral Debt Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds, as the case may be;
- (l) such Substitute Collateral Debt Obligation(s) have the same or a higher Moody's Rating as the Collateral Debt Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds, as the case may be;
- (m) the Collateral Debt Obligation Stated Maturity of each Substitute Collateral Debt Obligation is the same as or earlier than the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds;
- (n) in the case of a Substitute Collateral Debt Obligation that is an Unhedged Collateral Debt Obligation, the sum of: (A) the Aggregate Principal Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be multiplied by the lower of its Moody's Collateral Value and its S&P Collateral Value) of all Collateral Debt Obligations (excluding all of the Collateral Debt Obligations being sold but including, without duplication, the Collateral Debt Obligations being purchased and the anticipated cash proceeds, if any, of such sale that are not applied to the purchase of such Substitute Collateral Debt Obligation); and (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account (including any Eligible Investments (save for interest accrued on Eligible Investments) but excluding amounts that will be applied to purchase such Substitute Collateral Debt Obligations) is greater than the Reinvestment Target Par Amount; and
- (o) such reinvestment will not cause an EU Retention Deficiency.

Following the expiry of the Reinvestment Period, any Unscheduled Principal Proceeds and any Sale Proceeds from the sale of Credit Impaired Obligations that have not been reinvested as provided above prior to the end of the Due Period in which such proceeds were received shall be paid into the Principal Account and disbursed in accordance with the Principal Proceeds Priority of Payment on the following Payment Date (subject as provided at the end of this paragraph), save that the Collateral Manager (acting on behalf of the Issuer) may in its discretion procure that Unscheduled Principal Proceeds and Sale Proceeds from the sale of any Credit Impaired Obligations are paid into the Principal Account and designated for reinvestment in Substitute Collateral Debt Obligations, in which case such Principal Proceeds shall not be so disbursed in accordance with the Principal Proceeds Priority of Payments for so long as they remain so designated for reinvestment but for no longer than 90 days following their receipt by the Issuer; provided that, in each case where any of the applicable Reinvestment Criteria are not satisfied as of the Payment Date next following receipt of such Sale Proceeds or Unscheduled Principal Proceeds, all such funds shall be paid into the Principal Account and disbursed in accordance with the Principal Proceeds Priority of Payments set out in Condition 3(c)(i) (*Application of Interest Proceeds*).

Amendments to Collateral Debt Obligation Stated Maturities of Collateral Debt Obligations

The Issuer (or the Collateral Manager on the Issuer's behalf) may vote in favour of a Maturity Amendment during the Reinvestment Period only if, after giving effect to such Maturity Amendment (a) the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation that is the subject of such Maturity Amendment is not later than the Maturity Date of the Rated Notes; and (b) the Weighted Average Life Test is satisfied. The Issuer (or the Collateral Manager on the Issuer's behalf) may vote in favour of a Maturity Amendment following the expiry of the Reinvestment Period only if, after giving effect to such Maturity Amendment (a) the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation that is the subject of such Maturity Amendment is not later than 18 months prior to the Maturity Date of the Rated Notes; (b) in the reasonable judgment of the Collateral Manager not voting in favour of such Maturity Amendment would be likely to have an adverse effect on the Issuer; and (c) the Weighted Average Life Test is satisfied. If the Issuer or the Collateral Manager (on behalf of the Issuer) did not vote in favour of a Maturity Amendment in accordance with the requirements of this paragraph but, by way of scheme of arrangement or otherwise, the Collateral Debt Obligation Stated Maturity of the relevant Collateral Debt Obligation (each an "**Unapproved Extension Obligation**") has been extended, the Issuer or the Collateral Manager acting on its behalf may but shall not be required to sell such Unapproved Extension Obligation provided that the Collateral Manager shall be required to treat an Unapproved Extension Obligation as a Defaulted Obligation to the extent that on any Measurement Date, the Aggregate Principal Balance of all Unapproved

Extension Obligations exceeds the Maturity Amendment Threshold, provided further that, in any event the Collateral Manager shall dispose of such Unapproved Extension Obligation prior to the Maturity Date. Such proceeds shall constitute Sale Proceeds and may be reinvested in accordance with and subject to the Reinvestment Criteria.

Expiry of the Reinvestment Criteria Certification

Immediately preceding the end of the Reinvestment Period, the Collateral Manager will deliver to the Trustee and the Collateral Administrator a schedule of Collateral 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 will certify to the Trustee that sufficient Principal Proceeds are available (including for this purpose, cash on deposit in the Principal Account, any scheduled distributions of Principal Proceeds, as well as any Principal Proceeds that will be received by the Issuer from the sale of Collateral Debt Obligations for which the trade date has already occurred but the settlement date has not yet occurred) to effect the settlement of such Collateral Debt Obligations.

Interest Diversion Test

If, on any Payment Date after the Effective Date and during the Reinvestment Period only, after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (V) (inclusive) of the Interest Priority of Payments, the Class F Par Value Ratio is less than 104.11 per cent., Interest Proceeds shall be paid to the Principal Account for the acquisition of additional Collateral Debt Obligations in an amount equal to the Required Diversion Amount, provided that such payment would not, in the determination of the Collateral Administrator (with such consultation with the Collateral Manager and the Retention Holder as the Collateral Administrator deems necessary), cause (or would not be likely to cause) an EU Retention Deficiency.

If the Interest Diversion Test is not met on any Determination Date following the end of the Reinvestment Period, Interest Proceeds in an amount equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts), would be sufficient to cause the Interest Diversion Test to be satisfied if recalculated immediately following such redemption, will be applied in redemption of the Rated Notes in accordance with the Note Payment Sequence on the related Payment Date.

Designation for Reinvestment

After the expiry of the Reinvestment Period, the Collateral Manager shall, one Business Day following each Determination Date, notify the Issuer and the Collateral Administrator in writing of all Principal Proceeds which the Collateral Manager determines in its discretion (acting on behalf of the Issuer, and subject to the terms of Collateral Management Agreement as described above) shall remain designated for reinvestment in accordance with the Reinvestment Criteria, on or after the following Payment Date in which event such Principal Proceeds shall not constitute Principal Proceeds which are to be paid into the Payment Account and disbursed on such Payment Date in accordance with the Priorities of Payments.

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

Accrued Interest

Amounts included in the purchase price of any Collateral Debt Obligation comprising accrued interest thereon may be paid from the Interest Account, the Principal Account or the Unused Proceeds Account at the discretion of the Collateral Manager (acting on behalf of the Issuer) but subject to the terms of the Collateral Management Agreement and Condition 3(j) (*Payments to and from the Accounts*). Notwithstanding the foregoing, in any Due Period, all payments of interest and proceeds of sale received during such Due Period in relation to any Collateral

Debt Obligation, in each case, to the extent that such amounts represent accrued and/or capitalised interest in respect of such Collateral Debt Obligation (including, in respect of a Mezzanine Obligation, any accrued interest which, as at the time of purchase, had been capitalised and added to the principal amount of such Mezzanine Obligation in accordance with its terms), which was purchased at the time of acquisition thereof with Principal Proceeds and/or principal amounts from the Unused Proceeds Account shall constitute Purchased Accrued Interest and shall be deposited into the Principal Account as Principal Proceeds.

Block Trades

The requirements described herein with respect to the Portfolio shall be deemed to be satisfied upon any sale and/or purchase of Collateral Debt Obligations on any day in the event that such Collateral Debt Obligations satisfy such requirements in aggregate rather than on an individual basis.

For the purpose of calculating compliance with the Reinvestment Criteria at the election of the Collateral Manager in its sole discretion, any proposed investment (whether a single Collateral Debt Obligation or a group of Collateral Debt Obligations) identified by the Collateral Manager as such at the time (the “**Initial Trading Plan Calculation Date**”) when compliance with the Reinvestment Criteria is required to be calculated (a “**Trading Plan**”) may be evaluated after giving effect to all sales and reinvestments proposed to be entered into within the ten Business Days following the date of determination of such compliance (such period, the “**Trading Plan Period**”); provided that:

- (a) no Trading Plan may result in the purchase of Collateral Debt Obligations having an Aggregate Principal Balance (for which purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value) that exceeds 5 per cent. of the Aggregate Collateral Balance as of the first day of the Trading Plan Period;
- (b) no Trading Plan Period may include a Determination Date;
- (c) no more than one Trading Plan may be in effect at any time during a Trading Plan Period; and
- (d) if the Reinvestment Criteria are satisfied prospectively after giving effect to a Trading Plan, but are not satisfied upon the completion of the related Trading Plan, Rating Agency Confirmation from S&P is obtained with respect to the effectiveness of additional Trading Plans (it being understood that Rating Agency Confirmation from S&P shall only be required once following any failure of a Trading Plan),

provided that no Trading Plan may result in the averaging of the purchase price of a Collateral Debt Obligation or Collateral Debt Obligations.

Eligible Investments

The Issuer or the Collateral Manager (acting on behalf of the Issuer) may from time to time purchase Eligible Investments out of the Balances standing to the credit of the Accounts (other than the Counterparty Downgrade Collateral Account, Unfunded Revolver Reserve Account and the Payment Account). For the avoidance of doubt, Eligible Investments may be sold by the Issuer or the Collateral Manager (acting on behalf of the Issuer) at any time.

Collateral Enhancement Debt Obligations

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

All funds required in respect of the purchase price of any Collateral Enhancement Debt Obligations, and all funds required in respect of the exercise price of any rights or options thereunder, may only be paid out of the balance standing to the credit of the Collateral Enhancement Account at the relevant time. Pursuant to Condition 3(j)(vi) (*Collateral Enhancement Account*), such Balance shall be comprised of all sums deposited therein from time to time which will comprise interest payable in respect of the Subordinated Notes which the Collateral Manager acting on behalf of the Issuer, determines shall be paid into the Collateral Enhancement Account pursuant to the Priorities of Payments rather than being paid to the Subordinated Noteholders.

Collateral Enhancement Debt Obligations may be sold at any time and all Collateral Enhancement Debt Obligation Proceeds received by the Issuer shall be deposited into the Principal Account for allocation in accordance with the Principal Proceeds Priority of Payments.

Collateral Enhancement Debt Obligations and any income or return generated thereby are not taken into account for the purposes of determining satisfaction of, or required to satisfy, any of the Coverage Tests, Portfolio Profile Tests or Collateral Quality Tests.

Exercise of Warrants and Options

The Collateral Manager (acting on behalf of the Issuer) may at any time exercise a warrant or option attached to a Collateral Debt Obligation or comprised in a Collateral Enhancement Debt Obligation and shall request the Collateral Administrator to instruct the Account Bank to make any necessary payment in accordance with this agreement.

Margin Stock

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

Non-Euro Obligations

The Collateral Manager shall be authorised to purchase, on behalf of the Issuer, Non-Euro Obligations from time to time provided that any such Non-Euro Obligation shall only constitute a Collateral Debt Obligation that satisfies paragraph (b) of the Eligibility Criteria if either (a) for any Non-Euro Obligation denominated in a Qualifying Unhedged Obligation Currency and acquired in the Primary Market, within 90 days of the settlement date of acquisition thereof or otherwise (b) not later than the settlement date of acquisition thereof, the Collateral Manager procures entry by the Issuer into an Asset Swap Transaction pursuant to which the currency risk arising from receipt of cash flows from such Non-Euro Obligations, including interest and principal payments, is hedged through the swapping of such cash flows for Euro payments to be made by an Asset Swap Counterparty. The Collateral Manager (on behalf of the Issuer) shall be authorised to enter into spot exchange transactions, as necessary, to fund the Issuer's payment obligations under any Asset Swap Transaction. Rating Agency Confirmation shall be required in relation to entry into each Asset Swap Transaction unless such Asset Swap Transaction is a Form Approved Asset Swap.

Revolving Obligations and Delayed Drawdown Collateral Debt Obligations

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

Such Revolving Obligations and Delayed Drawdown Collateral Debt Obligations may only be acquired if they are capable of being drawn in a single currency only (being Euros) and are not payable in or convertible into another currency.

Each Revolving Obligation and Delayed Drawdown Collateral Debt Obligation will, pursuant to its terms, require the Issuer to make one or more future advances or other extensions of credit (including extensions of credit made on an unfunded basis pursuant to which the Issuer may be required to reimburse the provider of a guarantee or other ancillary facilities made available to the obligor thereof in the event of any default by the obligor thereof in respect of its reimbursement obligations in connection therewith). Such Revolving Obligations and Delayed Drawdown Collateral Debt Obligations may or may not provide that they may be repaid and reborrowed from time to time by the Obligor thereunder. Upon acquisition of any Revolving Obligations and Delayed Drawdown Collateral Debt Obligations, the Issuer shall deposit into the Unfunded Revolver Reserve Account amounts equal to the combined aggregate principal amounts of the Unfunded Amounts under each of the Revolving Obligations and Delayed Drawdown Collateral Debt Obligations. To the extent required and subject to Rating Agency Confirmation, the Issuer, or the Collateral Manager acting on its behalf, may direct that amounts standing to the

credit of the Unfunded Revolver Reserve Account be deposited with a third party from time to time as collateral for any reimbursement or indemnification obligations owed by the Issuer to any other lender in connection with a Revolving Obligation or a Delayed Drawdown Collateral Debt Obligation, as applicable and upon receipt of an Issuer Order (as defined in the Collateral Management Agreement) the Trustee shall be deemed to have released such amounts from the security granted thereover pursuant to the Trust Deed.

Participations

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

- (a) the percentage of the Aggregate Collateral Balance that represents Participations entered into by the Issuer with a single Selling Institution to such third party will not exceed the individual and aggregate percentages set forth in the Bivariate Risk Table determined by reference to the credit rating of such third party (or any guarantor thereof); and
- (b) the percentage of the Aggregate Collateral Balance that represents Participations entered into by the Issuer with Selling Institutions (or any guarantor thereof) having the same credit rating (taking the lowest rating assigned thereto by any Rating Agency),

will not exceed the aggregate third party credit exposure limit set forth in the Bivariate Risk Table for such credit rating, and for the purpose of determining the foregoing, account shall be taken of each sub participation from which the Issuer, directly or indirectly derives its interest in the relevant Collateral Debt Obligation.

Each Participation entered into pursuant to a sub-participation agreement shall be substantially in the form of:

- (a) the LSTA Model Participation Agreement for par/near par trades (as published by the Loan Syndications and Trading Association Inc. from time to time);
- (b) the LMA Funded Participation (Par) (as published by the Loan Market Association from time to time); or
- (c) such other documentation provided such agreement contains limited recourse and non-petition language substantially the same as contained in the Trust Deed.

Assignments

The Collateral Manager acting on behalf of the Issuer, may from time to time acquire Collateral Debt Obligations from Selling Institutions by way of Assignment provided that at the time such Assignment is acquired the Collateral Manager acting on behalf of the Issuer shall have complied, to the extent within their control, with any requirements relating to such Assignment set out in the relevant loan documentation for such Collateral Debt Obligation (including, without limitation, with respect to the form of such Assignment and obtaining the consent of any person specified in the relevant loan documentation).

Bivariate Risk Table

The following is the bivariate risk table (the “**Bivariate Risk Table**”) and as referred to in “*Portfolio Profile Tests and Collateral Quality Tests*” below and “*Participations*” above. For the purposes of the limits specified in the Bivariate Risk Table, the individual third party credit exposure limit shall be determined by reference to the Aggregate Principal Balance of all Collateral Debt Obligation that are Participations (excluding any Defaulted Obligations) entered into by the Issuer with the same counterparty (such amount in respect of such entity, the “**Third Party Exposure**”) and the applicable percentage limits shall be determined by reference to the lower of the S&P or Moody’s ratings applicable to such counterparty and the aggregate third party credit exposure limit shall be determined by reference to the aggregate of Third Party Exposure of all such counterparties which share the same rating level or have a lower rating level, as indicated in the Bivariate Risk Table.

Bivariate Risk Table

Long Term / Short Term Senior	Individual Third Party Credit	Aggregate Third Party Credit
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Unsecured Debt Rating of Selling Institution	Exposure Limit*	Exposure Limit*
Moody's		
Aaa	5%	5%
Aa1	5%	5%
Aa2	5%	5%
Aa3	5%	5%
A1	5%	5%
A2 and P-1	5%	5%
A3 or below	0%	0%
S&P Issuer Credit Rating of Selling Institution	Individual Third Party Credit Exposure Limit*	Aggregate Third Party Credit Exposure Limit*
S&P		
AAA	5%	5%
AA+	5%	5%
AA	5%	5%
AA-	5%	5%
A+	5%	5%
A	5%	5%
A- or below	0%	0%

* As a percentage of the Aggregate Collateral Balance (excluding any Defaulted Obligations) the aggregate third party credit exposure limit shall be determined by reference to the aggregate of the third party credit exposure of all such counterparties which share the same rating level or have a lower rating level, as indicated in the Bivariate Risk Table.

Portfolio Profile Tests and Collateral Quality Tests

Measurement of Tests

The Portfolio Profile Tests and the Collateral Quality Tests will be used as criteria for purchasing Collateral Debt Obligations. The Collateral Administrator will measure the Portfolio Profile Tests and the Collateral Quality Tests on each Determination Date.

Substitute Collateral Debt Obligations in respect of which a binding commitment has been made to purchase such Substitute Collateral Debt Obligations but such purchase has not been settled shall nonetheless be deemed to have

been purchased for the purposes of the Portfolio Profile Tests and the Collateral Quality Tests. See “*Reinvestment in Collateral Debt Obligations*” above.

Notwithstanding the foregoing, the failure of the Portfolio to meet the requirements of the Portfolio Profile Tests at any time shall not prevent any obligation which would otherwise be a Collateral Debt Obligation from being a Collateral Debt Obligation.

Portfolio Profile Tests

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

- (a) not less than the percentage of the Aggregate Collateral Balance specified in the column headed “Minimum of Senior Secured Loans and Senior Secured Bonds” and in the Selected Cov-Lite Matrix Row shall consist of obligations which are Senior Secured Loans and Senior Secured Bonds (which term, for the purposes of this paragraph (a), shall comprise the aggregate of the Aggregate Principal Balance of the Senior Secured Loans and Senior Secured Bonds and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account and any Eligible Investments which represent Principal Proceeds, in each case as at the relevant Measurement Date);
- (b) not more than the percentage of the Aggregate Collateral Balance specified in the column headed “Maximum of Second Lien Loans, Senior Unsecured Obligations, High Yield Bonds and Mezzanine Obligations” and in the Selected Cov-Lite Matrix Row shall consist of obligations which are Second Lien Loans, Senior Unsecured Obligations, High Yield Bonds, and Mezzanine Obligations;
- (c) not more than 30 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Senior Secured Bonds, High Yield Bonds and Mezzanine Obligations in the form of notes;
- (d) not more than 12.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fixed Rate Collateral Debt Obligations;
- (e) not more than 20 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Asset Swap Obligations provided that an Asset Swap Transaction is entered into in respect of each such Asset Swap Obligation with one or more Asset Swap Counterparties satisfying the applicable Rating Requirement under which the currency risk is reduced or eliminated, as soon as practicable (and no later than the relevant settlement date);
- (f) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Unhedged Collateral Debt Obligations;
- (g) not more than 10 per cent. of the Aggregate Collateral Balance shall be obligations comprising any one S&P Industry Classification Group, provided that the largest S&P Industry Classification Group may comprise no more than 17.5% of the Aggregate Collateral Balance, the second largest S&P Industry Classification Group may comprise no more than 15.00% of the Aggregate Collateral Balance, and the third largest S&P Industry Classification Group may comprise no more than 12.00% of the Aggregate Collateral Balance; provided however that the three largest S&P Industry Classification Groups may not comprise in aggregate, more than 40.00% of the Aggregate Collateral Balance;
- (h) not more than 10 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries rated below “A-” by S&P;
- (i) not more than 10 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries or jurisdictions with Moody’s local currency country risk ceiling between “A1” and “A3”;
- (j) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of Current Pay Obligations;
- (k) not more than 5 per cent. of the Aggregate Collateral Balance shall consist of Unfunded Amounts/Funded Amounts under Revolving Obligations or Delayed Drawdown Collateral Debt Obligations;

- (l) not more than 5 per cent. of the Aggregate Collateral Balance shall consist of Corporate Rescue Loans, provided that not more than 2 per cent. thereof shall consist of Corporate Rescue Loans from a single Obligor;
- (m) not more than 5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are PIK Obligations or Partial PIK Obligations;
- (n) not more than 5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Annual Obligations;
- (o) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Moody's Caa Obligations;
- (p) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are S&P CCC Obligations;
- (q) not more than 10 per cent. of the Aggregate Collateral Balance shall carry a Moody's Rating derived from an S&P Rating;
- (r) not more than 10 per cent. of the Aggregate Collateral Balance shall carry an S&P Rating derived from a Moody's Rating;
- (s) with respect to Senior Secured Loans and Senior Secured Bonds not more than 2.5 per cent. of the Aggregate Collateral Balance shall be the obligation of any single Obligor provided that the Aggregate Principal Balance of such obligations of 3 Obligors may each represent up to 3 per cent. each;
- (t) with respect to Senior Unsecured Obligations, Second Lien Loans, Mezzanine Obligations and High Yield Bonds, in aggregate, not more than 1.5 per cent. of the Aggregate Collateral Balance shall be the obligation of any single Obligor;
- (u) not more than 2.5 per cent. of the Aggregate Collateral Balance shall be the obligation of any single Obligor provided that the Aggregate Principal Balance of such obligations of 3 Obligors may each represent up to 3 per cent. each;
- (v) not more than 24.0 per cent. of the Aggregate Collateral Balance shall consist of Collateral Debt Obligations of the ten largest Obligors, such Obligors being determined by the proportion of the Aggregate Principal Balance of all Collateral Debt Obligations they each represent at the relevant date of determination;
- (w) not more than 5 per cent. of the Aggregate Collateral Balance shall consist of Participations;
- (x) not more than 2.0 per cent. of the Aggregate Collateral Balance shall consist of Bridge Loans provided that such Bridge Loans constitute Senior Secured Loans;
- (y) the limits set forth in the Bivariate Risk Table determined by reference to the ratings of Selling Institutions shall be satisfied;
- (z) for so long as the Class A-1 Notes remain Outstanding and prior to any refinancing of the Class A-1 Notes pursuant to Condition 7(b) (*Optional Redemption*), not more than the percentage of the Aggregate Collateral Balance specified in the column corresponding to the then current Moody's Weighted Average Rating Factor and in the Selected Cov-Lite Matrix Row shall consist of Cov-Lite Obligations, unless the consent of the Class A-1 Noteholders (acting by Ordinary Resolution) is obtained;
- (aa) not more than 30.0 per cent. of the Aggregate Collateral Balance shall consist of Cov-Lite Loans;
- (bb) not more than 20.0 per cent. of the Aggregate Collateral Balance shall consist of Non-Broadly Syndicated Loans to Portfolio Companies;
- (cc) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Collateral Debt Obligations issued by Obligors each of which has total potential indebtedness (comprised of all financial debt owing by

the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans as determined by original or subsequent issuance size, at the time of purchase by the Issuer) under their respective loan agreements and other Underlying Instruments of not less than €150,000,000.00 but not more than €250,000,000.00 or the equivalent thereof converted into Euro at the Spot Rate at the time at which the Issuer entered into a binding commitment to purchase such Collateral Debt Obligation;

- (dd) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Collateral Debt Obligations which have a Collateral Debt Obligation Stated Maturity which falls on a date after 30 March 2028; and
- (ee) not more than 25.0 per cent. of the Aggregate Collateral Balance shall consist of Discount Obligations.

The percentage requirements applicable to different types of Collateral Debt Obligations specified in the Portfolio Profile Tests shall be determined by reference to the Aggregate Principal Balance of such type of Collateral Debt Obligations, excluding Defaulted Obligations. Collateral Debt Obligations for which the Issuer (or the Collateral Manager acting on behalf of the Issuer) has entered into binding commitments to purchase but have not yet settled shall be included for the purposes of calculating the Portfolio Profile Tests and Collateral Debt Obligations for which the Issuer (or the Collateral Manager acting on behalf of the Issuer) has entered into binding commitments to sell but have not yet settled shall be excluded for the purposes of calculating the Portfolio Profile Tests.

Cov-Lite Matrix

Subject to the provisions provided below, on or after the Effective Date, the Collateral Manager will have the option to elect which of the rows set forth in the matrix to be set out in the Collateral Management Agreement (substantially in the form set out below) (the “**Cov-Lite Matrix**”) shall be applicable for the purpose of determining compliance with paragraphs (a), (b) and (z) of the Portfolio Profile Tests.

On the Effective Date, the Collateral Manager will be required to elect which row (the “**Selected Cov-Lite Matrix Row**”) shall apply initially. Thereafter, on two Business Days’ notice to the Issuer and the Collateral Administrator, the Collateral Manager may elect to have a different row apply, provided that the tests set out in paragraphs (a), (b) and (z) of the Portfolio Profile Tests applicable to the Selected Cov-Lite Matrix Row to which the Collateral Manager desires to change are satisfied or, in the case of any tests that are not satisfied, are closer to being satisfied. In no event will the Collateral Manager be obliged to elect to have a different row apply.

Maximum of Cov-Lite Obligations					
Minimum of Senior Secured Loans and Senior Secured Bonds	Maximum of Second Lien Loans, Senior Unsecured Obligations, High Yield Bonds, and Mezzanine Obligations	Moody’s Weighted Average Rating Factor			
		Less than 3100	Not less than 3100 but less than 3300	Not less than 3300 but less than 3500	Not less than 3500
92.500%	7.500%	70.0%	60.0%	50.0%	40.0%
93.375%	6.625%	72.5%	60.0%	50.0%	40.0%
94.250%	5.750%	75.0%	60.0%	50.0%	40.0%
95.125%	4.875%	77.5%	60.0%	50.0%	40.0%
96.000%	4.000%	80.0%	60.0%	50.0%	40.0%

Collateral Quality Tests

The Collateral Quality Tests will consist of each of the following:

- (a) so long as any Notes rated by S&P are Outstanding:
 - (i) (as of the Effective Date and until the expiry of the Reinvestment Period only) the S&P CDO Monitor Test; and
 - (ii) the S&P Minimum Weighted Average Recovery Rate Test;
- (b) so long as any Notes rated by Moody's are Outstanding:
 - (i) the Moody's Minimum Diversity Test;
 - (ii) the Moody's Minimum Weighted Average Recovery Test; and
 - (iii) the Moody's Maximum Weighted Average Rating Factor Test; and
- (c) so long as any Rated Notes are Outstanding:
 - (i) the Weighted Average Life Test; and
 - (ii) the Minimum Weighted Average Spread Test,

each as defined in the Collateral Management Agreement.

The Principal Balance of Defaulted Obligations shall be excluded for the purposes of calculating the Collateral Quality Tests.

Moody's Test Matrix

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

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

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

	Minimum Diversity Score											
Min WAS	25	28	30	32	34	36	38	40	42	44	46	48
3.00%	1,940	1,970	1,990	2,005	2,020	2,035	2,050	2,070	2,080	2,090	2,100	2,110
3.10%	2,030	2,060	2,085	2,100	2,115	2,130	2,145	2,165	2,175	2,185	2,195	2,205
3.20%	2,125	2,155	2,180	2,195	2,210	2,225	2,240	2,260	2,270	2,280	2,295	2,305
3.30%	2,215	2,250	2,275	2,290	2,305	2,325	2,340	2,360	2,370	2,380	2,395	2,405
3.40%	2,310	2,345	2,370	2,385	2,400	2,420	2,435	2,455	2,465	2,475	2,490	2,500
3.50%	2,365	2,420	2,460	2,475	2,495	2,515	2,535	2,555	2,565	2,575	2,585	2,595
3.60%	2,390	2,460	2,510	2,530	2,550	2,575	2,600	2,625	2,635	2,645	2,660	2,675
3.70%	2,435	2,500	2,550	2,575	2,600	2,630	2,660	2,690	2,700	2,710	2,725	2,745
3.80%	2,465	2,540	2,595	2,620	2,645	2,675	2,705	2,735	2,745	2,755	2,765	2,790
3.90%	2,490	2,565	2,620	2,650	2,680	2,715	2,745	2,765	2,795	2,815	2,835	2,850
4.00%	2,510	2,585	2,640	2,675	2,710	2,745	2,780	2,805	2,825	2,845	2,865	2,885
4.10%	2,525	2,615	2,675	2,710	2,740	2,750	2,815	2,845	2,865	2,885	2,905	2,925
4.20%	2,570	2,650	2,710	2,745	2,785	2,825	2,865	2,890	2,905	2,925	2,945	2,965
4.30%	2,610	2,690	2,740	2,780	2,820	2,860	2,900	2,925	2,945	2,965	2,985	3,005
4.40%	2,630	2,735	2,775	2,830	2,870	2,895	2,930	2,955	2,990	3,005	3,020	3,050
4.50%	2,660	2,760	2,810	2,870	2,905	2,935	2,970	2,995	3,020	3,045	3,065	3,085
4.60%	2,695	2,785	2,845	2,890	2,940	2,970	3,005	3,035	3,065	3,085	3,105	3,125
4.70%	2,735	2,830	2,885	2,930	2,975	3,005	3,040	3,080	3,100	3,120	3,140	3,165
4.80%	2,770	2,850	2,910	2,965	2,995	3,040	3,080	3,110	3,130	3,155	3,180	3,200
4.90%	2,785	2,890	2,945	2,995	3,040	3,065	3,110	3,140	3,165	3,185	3,200	3,200
5.00%	2,820	2,920	2,965	3,015	3,060	3,090	3,130	3,175	3,200	3,200	3,200	3,200

S&P Test Matrix

The Class Break-Even Default Rate of each Class of Rated Notes will be determined as follows: (A) the applicable weighted average spread will be the spread between 2.50 per cent. and 6.00 per cent. (in increments of 0.01 per cent.) without exceeding the sum of (i) the Weighted Average Floating Spread as of such Measurement Date; and (ii) the Weighted Average Coupon Adjustment Percentage as of such Measurement Date (such sum the “**S&P Test Matrix Spread**”), and (B) the applicable weighted average recovery rate with respect to the most senior Class of

Rated Notes then Outstanding will be the recovery rate between 20.00 per cent. and 90.00 per cent. (in increments of 0.01 per cent.), a **“Recovery Rate Case”**, as selected by the Collateral Manager. On and after the Effective Date, the Collateral Manager will have the right to choose which Recovery Rate Case applies for the most senior Class of Rated Notes then Outstanding and which S&P Test Matrix Spread will be applicable for purposes of both (i) the S&P CDO Monitor and (ii) the S&P Minimum Weighted Average Recovery Rate Test. The applicable S&P Test Matrix Spread and applicable Recovery Rate Case from time to time shall constitute the **“S&P Test Matrix”**.

After the Issue Date, the Collateral Manager may request for S&P to provide S&P CDO input files (**“S&P CDO Input Files”**) for up to 10,000 combinations of S&P Test Matrix Spreads and Recovery Rate Cases. On two Business Days’ written notice to the Collateral Administrator (or such shorter time as may be acceptable to the Collateral Administrator), the Collateral Manager may choose a different Recovery Rate Case or a different S&P Test Matrix Spread; provided, that the Collateral Debt Obligations must be in compliance with such different Recovery Rate Case and the S&P Test Matrix Spread, as applicable, and, solely for purposes of this proviso, if the Issuer has entered into a binding commitment to invest in a Collateral Debt Obligation, compliance with the newly selected Recovery Rate Case and the S&P Test Matrix Spread, as applicable, may be determined after giving effect to such investment. Notwithstanding the foregoing, if the Collateral Debt Obligations are not currently in compliance with the Recovery Rate Case and the S&P Test Matrix Spread then applicable and would not be in compliance with any other Recovery Rate Case or S&P Test Matrix Spread, as applicable, the Collateral Manager may select a different Recovery Rate Case or a different S&P Test Matrix Spread, as applicable, that is not further out of compliance than the current Recovery Rate Case and the S&P Test Matrix Spread, as applicable. In the event the Collateral Manager fails to choose (A) prior to the Effective Date, a Recovery Rate Case with respect to the Class A Notes of 36.50 per cent.; or (B) S&P Test Matrix Spread prior to the Effective Date, S&P Test Matrix Spread 4.10 per cent, will apply.

The Moody’s Minimum Diversity Test

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

The **“Diversity Score”** is a single number that indicates collateral concentration and correlation in terms of both issuer and industry concentration and correlation. It is similar to a score that Moody’s uses to measure concentration and correlation for the purposes of its ratings. A higher Diversity Score reflects a more diverse portfolio in terms of the issuer and industry concentration. The Diversity Score for the Collateral Debt Obligations is calculated by summing each of the Industry Diversity Scores which are calculated as follows, and rounding the result up to the nearest whole number:

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

industrial classification groups and Equivalent Unit Scores as are published by Moody's from time to time); and

- (e) an "**Industry Diversity Score**" is then established by reference to the Diversity Score Table shown below (or such other Diversity Score Table as is published by Moody's from time to time) (the "**Diversity Score Table**") for the related Aggregate Industry Equivalent Unit Score. If the Aggregate Industry Equivalent Unit Score falls between any two such scores shown in the Diversity Score Table, then the Industry Diversity Score is the lower of the two Diversity Scores in the Diversity Score Table.

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

Diversity Score Table

Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score	Aggregate Industry Equivalent Unit Score	Industry Diversity Score
0.0000	0.0000	5.0500	2.7000	10.1500	4.0200	15.2500	4.5300
0.0500	0.1000	5.1500	2.7333	10.2500	4.0300	15.3500	4.5400
0.1500	0.2000	5.2500	2.7667	10.3500	4.0400	15.4500	4.5500
0.2500	0.3000	5.3500	2.8000	10.4500	4.0500	15.5500	4.5600
0.3500	0.4000	5.4500	2.8333	10.5500	4.0600	15.6500	4.5700
0.4500	0.5000	5.5500	2.8667	10.6500	4.0700	15.7500	4.5800
0.5500	0.6000	5.6500	2.9000	10.7500	4.0800	15.8500	4.5900
0.6500	0.7000	5.7500	2.9333	10.8500	4.0900	15.9500	4.6000
0.7500	0.8000	5.8500	2.9667	10.9500	4.1000	16.0500	4.6100
0.8500	0.9000	5.9500	3.0000	11.0500	4.1100	16.1500	4.6200
0.9500	1.0000	6.0500	3.0250	11.1500	4.1200	16.2500	4.6300
1.0500	1.0500	6.1500	3.0500	11.2500	4.1300	16.3500	4.6400
1.1500	1.1000	6.2500	3.0750	11.3500	4.1400	16.4500	4.6500
1.2500	1.1500	6.3500	3.1000	11.4500	4.1500	16.5500	4.6600
1.3500	1.2000	6.4500	3.1250	11.5500	4.1600	16.6500	4.6700
1.4500	1.2500	6.5500	3.1500	11.6500	4.1700	16.7500	4.6800
1.5500	1.3000	6.6500	3.1750	11.7500	4.1800	16.8500	4.6900
1.6500	1.3500	6.7500	3.2000	11.8500	4.1900	16.9500	4.7000
1.7500	1.4000	6.8500	3.2250	11.9500	4.2000	17.0500	4.7100
1.8500	1.4500	6.9500	3.2500	12.0500	4.2100	17.1500	4.7200
1.9500	1.5000	7.0500	3.2750	12.1500	4.2200	17.2500	4.7300
2.0500	1.5500	7.1500	3.3000	12.2500	4.2300	17.3500	4.7400
2.1500	1.6000	7.2500	3.3250	12.3500	4.2400	17.4500	4.7500
2.2500	1.6500	7.3500	3.3500	12.4500	4.2500	17.5500	4.7600
2.3500	1.7000	7.4500	3.3750	12.5500	4.2600	17.6500	4.7700

2.4500	1.7500	7.5500	3.4000	12.6500	4.2700	17.7500	4.7800
2.5500	1.8000	7.6500	3.4250	12.7500	4.2800	17.8500	4.7900
2.6500	1.8500	7.7500	3.4500	12.8500	4.2900	17.9500	4.8000
2.7500	1.9000	7.8500	3.4750	12.9500	4.3000	18.0500	4.8100
2.8500	1.9500	7.9500	3.5000	13.0500	4.3100	18.1500	4.8200
2.9500	2.0000	8.0500	3.5250	13.1500	4.3200	18.2500	4.8300
3.0500	2.0333	8.1500	3.5500	13.2500	4.3300	18.3500	4.8400
3.1500	2.0667	8.2500	3.5750	13.3500	4.3400	18.4500	4.8500
3.2500	2.1000	8.3500	3.6000	13.4500	4.3500	18.5500	4.8600
3.3500	2.1333	8.4500	3.6250	13.5500	4.3600	18.6500	4.8700
3.4500	2.1667	8.5500	3.6500	13.6500	4.3700	18.7500	4.8800
3.5500	2.2000	8.6500	3.6750	13.7500	4.3800	18.8500	4.8900
3.6500	2.2333	8.7500	3.7000	13.8500	4.3900	18.9500	4.9000
3.7500	2.2667	8.8500	3.7250	13.9500	4.4000	19.0500	4.9100
3.8500	2.3000	8.9500	3.7500	14.0500	4.4100	19.1500	4.9200
3.9500	2.3333	9.0500	3.7750	14.1500	4.4200	19.2500	4.9300
4.0500	2.3667	9.1500	3.8000	14.2500	4.4300	19.3500	4.9400
4.1500	2.4000	9.2500	3.8250	14.3500	4.4400	19.4500	4.9500
4.2500	2.4333	9.3500	3.8500	14.4500	4.4500	19.5500	4.9600
4.3500	2.4667	9.4500	3.8750	14.5500	4.4600	19.6500	4.9700
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		

The Moody's Maximum Weighted Average Rating Factor Test

The "Moody's Maximum Weighted Average Rating Factor Test" will be satisfied as at any Determination Date from (and including) the Effective Date, if the Adjusted Weighted Average Moody's Rating Factor of the

Collateral Debt Obligations as at such Determination Date is equal to or less than the sum of (i) the number set forth in the Moody's Test Matrix at the intersection of the applicable "row/column" combination chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)), (acting on behalf of the Issuer) as at such Determination Date plus (ii) the Moody's Weighted Average Recovery Adjustment, provided, however, that the sum of (i) and (ii) may not exceed 3,200.

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

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

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

The "**Moody's Weighted Average Recovery Adjustment**" means, as of any Determination Date, the greater of:

- (a) zero; and
- (b) the product of:
 - (i) (A) the Weighted Average Moody's Recovery Rate as of such Determination Date multiplied by 100 minus (B) 42.5; and
 - (ii) (A) with respect to the adjustment of the Moody's Maximum Weighted Average Rating Factor Test, 70 and (B) with respect to the adjustment of the Minimum Weighted Average Spread Test, 0.15 per cent, provided that if the Weighted Average Moody's Recovery Rate for purposes of determining the Moody's Weighted Average Recovery Adjustment is greater than 60 per cent., then such Weighted Average Moody's Recovery Rate shall equal 60 per cent. unless Rating Agency Confirmation is obtained;

provided further that the amount specified in clause (b)(i) may only be allocated once on any Determination Date and the Collateral Manager shall designate to the Collateral Administrator in writing on each such date the portion

of such amount that shall be allocated to clause (b)(ii)(A) and the portion of such amount that shall be allocated to clause (b)(ii)(B) (it being understood that, absent an express designation by the Collateral Manager, all such amounts shall be allocated to clause (b)(ii)(A)).

“**Adjusted Weighted Average Moody’s Rating Factor**” means, as of any Determination Date, a number equal to the Moody’s Weighted Average Rating Factor determined in the following manner: each applicable rating on credit watch by Moody’s that is (a) on review for upgrade will be treated as having been upgraded by one rating subcategory, (b) on review for downgrade will be treated as having been downgraded by two rating subcategories and (c) negative outlook will be treated as having been downgraded by one rating subcategory.

The Moody’s Minimum Weighted Average Recovery Rate Test

The “**Moody’s Minimum Weighted Average Recovery Rate Test**” will be satisfied, as at any Determination Date from (and including) the Effective Date, if the Weighted Average Moody’s Recovery Rate is greater than or equal to (i) 42.5 per cent. minus (ii) the Moody’s Weighted Average Rating Factor Adjustment.

The “**Weighted Average Moody’s Recovery Rate**” means, as of any Determination Date, the number, expressed as a percentage, obtained by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation (excluding Defaulted Obligations) by its corresponding Moody’s Recovery Rate and dividing such sum by the Aggregate Principal Balance of all such Collateral Debt Obligations and rounding up to the nearest 0.1 per cent.

The “**Moody’s Recovery Rate**” is, except as otherwise advised by Moody’s, with respect to any Collateral Debt Obligation, as of any Determination Date, the recovery rate determined in accordance with the following, in the following order of:

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

Number of Moody’s Ratings Subcategories Difference Between the Moody’s Rating and the Moody’s Default Probability Rating	Moody’s Senior Secured Loans	Senior Secured Loans, Second Lien Loans, Senior Secured Bonds, Moody’s Senior Secured Floating Rate Notes *	All other Collateral Debt Obligations
+2 or more	60%	55%	45%
+1	50%	45%	35%
0	45%	35%	30%
-1	40%	25%	25%
-2	30%	15%	15%
-3 or less	20%	5%	5%

- * If such Collateral Debt Obligation does not have both a Collateral Debt Obligation's Moody's Rating and a CFR, such Collateral Debt Obligation will be deemed to fall under "All Other Collateral Debt Obligations" for purposes of this table.
- (c) if the Collateral Debt Obligation is a Corporate Rescue Loan (other than a Corporate Rescue Loan which has been specifically assigned a recovery rate by Moody's), 50%.

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

- (a) zero; and
- (b) the number obtained by dividing:
- (i) (A) the number set forth in the applicable Moody's Test Matrix at the intersection of the applicable "row/column" combination chosen by the Collateral Manager (acting on behalf of the Issuer) (or interpolating between the two rows containing the closest values and/or two adjacent columns (as applicable)), as at such Measurement Date minus (B) the Adjusted Weighted Average Moody's Rating Factor; by
- (ii) 60 in all cases,
- and dividing the result by 100.

The S&P CDO Monitor Test

The "**S&P CDO Monitor Test**" is a test that will be satisfied on any Measurement Date on or after the Effective Date and during the Reinvestment Period following receipt by the Issuer and the Collateral Administrator of the S&P CDO Monitor if, after giving effect to the purchase of a Collateral Debt Obligation, (a) during any S&P CDO Model Election Period, the Class Default Differential of the Proposed Portfolio with respect to the most senior Class of Rated Notes then Outstanding is positive and (b) during any S&P CDO Formula Election Period, the S&P CDO Adjusted BDR is equal to or greater than the S&P CDO SDR. The S&P CDO Monitor Test will be considered to be improved if the Class Default Differential of the most senior Class of Rated Notes then Outstanding of the Proposed Portfolio is at least equal to the corresponding Class Default Differential of the most senior Class of Rated Notes of the Current Portfolio.

The "**Class Break-Even Default Rate**" is, with respect to any Class of Rated Notes then rated by S&P, the maximum percentage of defaults, at any time, which the Current Portfolio or the Proposed Portfolio, as applicable, can sustain, as determined by S&P through application of the S&P CDO Monitor chosen by the Collateral Manager in accordance with the definition of "S&P Test Matrix" that is applicable to the portfolio of Collateral Debt Obligations, which, after giving effect to S&P's assumptions on recoveries, defaults and timing and to the Priorities of Payments, will result in sufficient funds remaining for the payment of such Class or Classes of Notes in full. After the Effective Date, S&P will provide the Collateral Manager with the Class Break-Even Default Rates for each S&P CDO Monitor based upon the Recovery Rate Case and S&P Test Matrix Spread to be associated with such S&P CDO Monitor as selected by the Collateral Manager (with a copy to the Collateral Administrator) as set out in the Collateral Management Agreement or any other Recovery Rate Case or S&P Test Matrix Spread selected by the Collateral Manager from time to time.

The "**Class Default Differential**" is, with respect to any Class of Rated Notes then rated by S&P, at any time, the rate calculated by subtracting the Class Scenario Default Rate at such time for such Class of Notes from the Class Break-Even Default Rate for such Class of Notes at such time.

The "**Class Scenario Default Rate**" is, with respect to any Class of Rated Notes then rated by S&P, at any time, an estimate of the cumulative default rate for the Current Portfolio or the Proposed Portfolio, as applicable, consistent with S&P's initial rating of such Class of Notes, determined by application by the Collateral Manager of the S&P CDO Monitor at such time.

The “**Current Portfolio**” means, as of any date of determination, the portfolio of Collateral Debt Obligations (included at their Principal Balance provided that in respect of Mezzanine Obligations, the Principal Balance shall exclude all accrued interest including any interest accrued following the date of acquisition thereof) and Eligible Investments existing prior to the sale, maturity or other disposition of a Collateral Debt Obligation or a proposed reinvestment of Principal Proceeds in a Substitute Collateral Debt Obligation, as the case may be.

The “**Proposed Portfolio**” means, as of any date of determination, the portfolio of Collateral Debt Obligations (included at their Principal Balance provided that in respect of Mezzanine Obligations, the Principal Balance shall exclude all accrued interest including any interest accrued following the date of acquisition thereof) and Eligible Investments resulting from the sale, maturity or other disposition of a Collateral Debt Obligation or a proposed reinvestment of Principal Proceeds in a Substitute Collateral Debt Obligation, as the case may be.

“**S&P CDO Adjusted BDR**” means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

$$\text{BDR} * (A/B) + (B-A) / (B * (1-WARR))$$

where

Term	Meaning
BDR	S&P CDO BDR
A	Target Par Amount
B	Aggregate Collateral (excluding the Aggregate Principal Balance of the Collateral Debt Obligations other than S&P CLO Specified Assets) plus the S&P Collateral Value of the Collateral Debt Obligations other than S&P CLO Specified Assets
WARR	S&P Weighted Average Recovery Rate for the Class A Notes

“**S&P CDO BDR**” means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

$$C0 + (C1 * (WAFS + WACAP)) + (C2 * WARR),$$

where

Term	Meaning
C0	0.234403
C1	2.812227
C2	0.910307
WAFS	Weighted Average Floating Spread
WACAP	Weighted Average Coupon Adjustment Percentage
WARR	S&P Weighted Average Recovery Rate for the Class A Notes

“S&P CDO Formula Election Date” means the date designated by the Collateral Manager upon prior written notice to S&P, the Trustee and the Collateral Administrator as the date on which the Issuer will begin to utilise the S&P CDO Adjusted BDR; provided that an S&P CDO Formula Election Date may only occur once.

“S&P CDO Formula Election Period” means (i) the period from the Effective Date until the occurrence of an S&P CDO Model Election Date and (ii) thereafter, any date on and after an S&P CDO Formula Election Date so long as no S&P CDO Model Election Date has occurred since such S&P CDO Formula Election Date.

“S&P CDO Model Election Date” means the date designated by the Collateral Manager upon at least five Business Days’ prior written notice to S&P, the Trustee and the Collateral Administrator as the date on which the Issuer will begin to utilise the S&P CDO Monitor.

“S&P CDO Model Election Period” means any date on and after an S&P CDO Model Election Date so long as no S&P CDO Formula Election Date has occurred since such S&P CDO Model Election Date.

“S&P CDO Monitor” means the model that is currently available at www.sp.sfproducttools.com. The inputs to the S&P CDO Monitor shall be chosen by the Collateral Manager and includes an S&P Test Matrix Spread as selected by the Collateral Manager and an S&P Weighted Average Recovery Rate from Annex B; provided that as of the date such inputs to the S&P CDO Monitor are selected, the S&P Weighted Average Recovery Rate for the most senior Class of Rated Notes then Outstanding equals or exceeds the S&P Weighted Average Recovery Rate for such Class chosen by the Collateral Manager and the S&P Test Matrix Spread equals or exceeds the S&P Test Matrix Spread chosen by the Collateral Manager. In calculating the scenario default rate in respect of a Class of Notes, the S&P CDO Monitor considers each Obligor’s issuer credit rating, the number of Obligors in the portfolio, the Obligor and industry concentrations in the portfolio and the remaining weighted average maturity of the Collateral Debt Obligations and Eligible Investments and calculates a cumulative default rate based on the statistical probability of distributions or defaults on the Collateral Debt Obligations and Eligible Investments.

“S&P CDO SDR” means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

$$0.329915 + (1.210322 * EPDR) - (0.586627 * DRD) + (2.538684 / ODM) + (0.216729 / IDM) + (0.0575539 / RDM) - (0.0136662 * WAL)$$

Where

Term	Meaning
EPDR	S&P Expected Default Rate
DRD	S&P Default Rate Dispersion
ODM	S&P Obligor Diversity Measure
IDM	S&P Industry Diversity Measure
RDM	S&P Regional Diversity Measure
WAL	S&P Weighted Average Life

“S&P CLO Specified Assets” means Collateral Debt Obligations with an S&P Rating equal to or higher than “CCC-”.

“S&P Default Rate” means, for each S&P CLO Specified Asset, the assumed default rate contained within Standard & Poor’s default rate table (see “CDO Evaluator 6.3 Parameters Required To Calculate S&P Portfolio Benchmarks” published Feb. 24, 2015, or such other published table by S&P that the Collateral Manager provides

to the Collateral Administrator) using the S&P CLO Specified Asset's S&P Rating and the number of years to maturity. If the number of years to maturity is not an integer, the default rate is determined using linear interpolation.

“S&P Default Rate Dispersion” means the value calculated by the Collateral Manager by multiplying the Principal Balance for each S&P CLO Specified Asset by the absolute value of the difference between the S&P Default Rate and the S&P Expected Portfolio Default Rate, then summing the total for the portfolio, then dividing this result by the Aggregate Principal Balance of the S&P CLO Specified Assets.

“S&P Expected Default Rate” means the value calculated by the Collateral Manager by multiplying the Principal Balance of each S&P CLO Specified Asset by the S&P Default Rate, then summing the total for the portfolio, and then dividing this result by the Aggregate Principal Balance of all of the S&P CLO Specified Assets.

“S&P Industry Classification Group” means an industry classification set out in the table below or as otherwise modified, amended or replaced by S&P from time to time:

Asset Code	Asset Description
1020000	Energy Equipment and Services
1030000	Oil, Gas and Consumable Fuels
2020000	Chemicals
2030000	Construction Materials
2040000	Containers and Packaging
2050000	Metals and Mining
2060000	Paper and Forest Products
3020000	Aerospace and Defense
3030000	Building Products
3040000	Construction and Engineering
3050000	Electrical Equipment
3060000	Industrial Conglomerates
3070000	Machinery
3080000	Trading Companies and Distributors
3110000	Commercial Services and Supplies
3210000	Air Freight and Logistics
3220000	Airlines
3230000	Marine

3240000	Road and Rail
3250000	Transportation Infrastructure
4011000	Auto Components
4020000	Automobiles
4110000	Household Durables
4120000	Leisure Products
4130000	Textiles, Apparel and Luxury Goods
4210000	Hotels, Restaurants and Leisure
4310000	Media
4410000	Distributors
4420000	Internet and Catalog Retail
4430000	Multiline Retail
4440000	Specialty Retail
5020000	Food and Staples Retailing
5110000	Beverages
5120000	Food Products
5130000	Tobacco
5210000	Household Products
5220000	Personal Products
6020000	Healthcare Equipment and Supplies
6030000	Healthcare Providers and Services
6110000	Biotechnology
6120000	Pharmaceuticals
7011000	Banks
7020000	Thriffs and Mortgage Finance
7110000	Diversified Financial Services

7120000	Consumer Finance
7130000	Capital Markets
7210000	Insurance
7310000	Real Estate Management and Development
7311000	Real Estate Investment Trusts (REITs)
8020000	Internet Software and Services
8030000	IT Services
8040000	Software
8110000	Communications Equipment
8120000	Technology Hardware, Storage and Peripherals
8130000	Electronic Equipment, Instruments and Components
8210000	Semiconductors and Semiconductor Equipment
9020000	Diversified Telecommunication Services
9030000	Wireless Telecommunication Services
9520000	Electric Utilities
9530000	Gas Utilities
9540000	Multi-Utilities
9550000	Water Utilities
9551701	Diversified Consumer Services
9551702	Independent Power and Renewable Electricity Producers
9551727	Life Sciences Tools and Services
9551729	Health Care Technology
9612010	Professional Services
1000-1099	Reserved

“**S&P Industry Diversity Measure**” means the value calculated by the Collateral Manager by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each S&P Industry Classification Group, then dividing each of these amounts by the Aggregate Principal Balance of the S&P CLO Specified Assets from all the industries, squaring the result for each industry, then taking the reciprocal of the sum of these squares.

“S&P Obligor Diversity Measure” means the value calculated by the Collateral Manager by determining the Aggregate Principal Balance of the S&P CLO Specified Assets from each obligor and its affiliates, then dividing each of these amounts by the Aggregate Principal Balance of S&P CLO Specified Assets from all the obligors in the portfolio, squaring the result for each obligor, then taking the reciprocal of the sum of these squares.

“S&P Recovery Range” means, with respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the upper or lower range assigned by S&P for a given S&P Recovery Rating based upon the tables set forth in Annex B hereto.

“S&P Regional Diversity Measure” means the value calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each Standard & Poor’s region categorization (see “CDO Evaluator 6.3 Parameters Required To Calculate S&P Portfolio Benchmarks,” published Feb. 24, 2015, or such other published table by S&P that the Collateral Manager provides to the Collateral Administrator), then dividing each of these amounts by the Aggregate Principal Balance of the S&P CLO Specified Assets from all regions in the portfolio, squaring the result for each region, then taking the reciprocal of the sum of these squares.

“S&P Weighted Average Life” means the value calculated by determining the number of years between the current date and the maturity date of each S&P CLO Specified Asset, then multiplying each S&P CLO Specified Asset’s Principal Balance by its number of years, summing the results of all S&P CLO Specified Assets, and dividing this amount by the Aggregate Principal Balance of all S&P CLO Specified Assets.

The S&P Minimum Weighted Average Recovery Rate Test

The **“S&P Minimum Weighted Average Recovery Rate Test”** will be satisfied on any Measurement Date from (and including) the Effective Date, if, for each Class of Rated Notes, the S&P Weighted Average Recovery Rate is greater than or equal to the percentage set forth in the S&P Test Matrix based upon the Recovery Rate Case chosen by the Collateral Manager.

The **“S&P Recovery Rate”** means, in respect of each Collateral Debt Obligation and each Class of Rated Notes, an S&P Recovery Rate determined in accordance with the Collateral Management Agreement or as advised by S&P. Extracts of the S&P Recovery Rates applicable under the Collateral Management Agreement are set out in Annex B (S&P Recovery Rates) of this Offering Circular.

“S&P Weighted Average Recovery Rate” means, as of any Measurement Date, for the Controlling Class of Notes rated by S&P, the number (expressed as a percentage) obtained by summing the products obtained by multiplying the Principal Balance (excluding Purchased Accrued Interest) of each Collateral Debt Obligation, by its S&P Recovery Rate, dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations, and rounding up to the nearest 0.1 per cent. For purposes of this rate, the Principal Balance of any Defaulted Obligation shall be deemed to be zero.

The Minimum Weighted Average Spread Test

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

The **“Minimum Weighted Average Floating Spread”**, as of any Determination Date, means the greater of:

- (a) the weighted average spread (expressed as a percentage) applicable to the current S&P Test Matrix selected by the Collateral Manager; and
- (b) the weighted average spread (expressed as a percentage) applicable to the current Moody’s Test Matrix based upon the option chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)) reduced by the Moody’s Weighted Average Recovery Adjustment, provided such reduction may not reduce the Minimum Weighted Average Spread below 3 per cent.

The “**Weighted Average Floating Spread**” as of any Determination Date, is the number obtained by dividing:

- (a) the amount equal to (A) the Aggregate Funded Spread plus (B) the Aggregate Unfunded Spread plus (C) (save for the purposes of calculating the S&P Test Matrix Spread) the Aggregate Excess Funded Spread; by
- (b) an amount equal to the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations as of such Determination Date, in each case, excluding (x) Defaulted Obligations, Partial PIK Obligations (in respect of any non-cash paying interest) and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations) and (y) any interest capitalised pursuant to the terms of such instruments other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation,

in each case adjusted for any withholding tax deducted in respect of the relevant obligation which is neither grossed up nor recoverable under any applicable double tax treaty.

The “**Aggregate Funded Spread**” is, as of any Determination Date, the sum of:

- (a) in the case of each Floating Rate Collateral Debt Obligation (including only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Non-Euro Obligations, Defaulted Obligations, Deferring Securities, Partial PIK Obligations (in respect of any non-cash paying interest) and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Debt Obligation) that bears interest at a spread over EURIBOR, (i) the stated interest rate spread on such Collateral Debt Obligation above EURIBOR multiplied by (ii) the Principal Balance of such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation) (for the purposes of this paragraph (a) only, each reference to “EURIBOR” so far as it relates to a Collateral Debt Obligation shall mean EURIBOR as determined pursuant to the Underlying Instrument in respect of such Collateral Debt Obligation);
- (b) in the case of each Floating Rate Collateral Debt Obligation (including only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Non-Euro Obligations, Defaulted Obligations, Deferring Securities, Partial PIK Obligations (in respect of any non-cash paying interest) and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) that bears interest at a spread over an index other than EURIBOR, (i) the excess of the sum of such spread and such index over the EURIBOR rate that has an equivalent frequency and setting date to the corresponding interest rate in respect of such Floating Rate Collateral Debt Obligation as of the immediately preceding interest determination date pursuant to the relevant Underlying Instrument (which spread or excess may be expressed as a negative percentage) multiplied by (ii) the Principal Balance of each such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation);
- (c) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Defaulted Obligations, Deferring Securities, Partial PIK Obligations (in respect of any non-cash paying interest) and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and subject to an Asset Swap Transaction (i) the stated interest rate spread over EURIBOR (in respect of the applicable Hedge Agreement) payable by the applicable Hedge Counterparty to the Issuer under the related Asset Swap Transaction multiplied by (ii) the Principal Balance of such Non-Euro Obligation; and
- (d) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Defaulted Obligations, Deferring Securities, Partial PIK Obligations (in respect of any non-cash paying interest) and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and which is not subject to an Asset Swap Transaction, the Euro equivalent of 50 per

cent. of (1) the interest amount payable by the relevant obligor, less (2) the product of (x) the EURIBOR rate that has an equivalent frequency and setting date to the corresponding interest rate in respect of such of such Floating Rate Collateral Debt Obligation as of the immediately preceding interest determination date pursuant to the relevant Underlying Instrument (which spread or excess may be expressed as a negative percentage) multiplied by (y) its outstanding principal amount (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation).

If a Floating Rate Collateral Debt Obligation is subject to a EURIBOR or other benchmark floor, the interest rate spread will be deemed to be (i) the stated interest rate spread plus, (ii) if positive, (x) the EURIBOR or relevant benchmark floor value minus (y) (a) if the relevant interest period of such Floating Rate Collateral Debt Obligation is the same length as the applicable interest period of the Floating Rate Notes, EURIBOR as if calculated in accordance with Condition 6(e)(i) (*Floating Rate of Interest*) on such Interest Determination Date or (b) if the relevant interest period of the Floating Rate Collateral Debt Obligation is not the same length as the applicable interest period of the Floating Rate Notes, EURIBOR as if calculated in accordance with Condition 6(e)(i) (*Floating Rate of Interest*) on such Interest Determination Date had the interest period of the Floating Rate Notes been the same as the relevant interest period of such Floating Rate Collateral Debt Obligation.

The “**Aggregate Unfunded Spread**” is, as of any Determination Date, the sum of the products obtained by multiplying (i) for each Delayed Drawdown Collateral Debt Obligation and Revolving Obligation (other than Defaulted Obligations, Deferring Securities and Partial PIK Obligations (in respect of any non-cash paying interest)), the related commitment fee then in effect as of such date and (ii) the undrawn commitments of each such Delayed Drawdown Collateral Debt Obligation and Revolving Obligation as of such date.

The “**Aggregate Excess Funded Spread**” is, as of any Determination Date, the amount obtained by multiplying:

- (a) EURIBOR applicable to the Rated Notes during the Accrual Period in which such Determination Date occurs; by
- (b) the amount (not less than zero) equal to (i) the Aggregate Principal Balance of the Collateral Debt Obligations (excluding (x) for any Deferring Security or Partial PIK Obligations (in respect of any non-cash paying interest) any interest that has been deferred and capitalised thereon and (y) the Principal Balance of any Defaulted Obligation and (z) the principal balance of any Fixed Rate Collateral Debt Obligation) as of such Determination Date minus (ii) the Target Par Amount minus (iii) the aggregate amount of Principal Proceeds received from the issuance of additional notes pursuant to the Trust Deed.

The “**Weighted Average Coupon Adjustment Percentage**” means a percentage equal as of any Measurement Date to a number obtained by multiplying (a) the result of the Weighted Average Coupon minus the Reference Weighted Average Fixed Coupon by (b) the number obtained by dividing the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations by the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations, and which product may, for the avoidance of doubt, be negative.

The “**Reference Weighted Average Fixed Coupon**” means, if any of the Collateral Debt Obligations are Fixed Rate Collateral Debt Obligations, 5.00 per cent., and otherwise zero per cent.

The “**Weighted Average Coupon**”, as of any Measurement Date, is the number obtained by dividing:

- (a) the amount equal to the Aggregate Coupon; by
- (b) an amount equal to the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations as of such Determination Date, in each case, excluding (x) Defaulted Obligations, Partial PIK Obligations and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations) and (y) any interest capitalised pursuant to the terms of such instruments other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation.

The “**Aggregate Coupon**” is, as of any Determination Date, the sum of (i) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation and subject to an Asset Swap Transaction and excluding Defaulted Obligations, Deferring Securities, Partial PIK Obligations (in respect of any non-cash paying interest) and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the product (including, for any Collateral Debt Obligation, only the required, non-deferrable current cash pay interest required by the Underlying Instruments thereon) of (x) stated coupon on such Non-Euro Obligation expressed as a percentage and (y) the Principal Balance of such Non-Euro Obligation (ii) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation and not subject to an Asset Swap Transaction and excluding Defaulted Obligations, Deferring Securities, Partial PIK Obligations (in respect of any non-cash paying interest) and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, an amount equal to the Euro equivalent of 50 per cent. of the product (including, for any Collateral Debt Obligation, only the required, non-deferrable current cash pay interest required by the Underlying Instruments thereon) of (1) the coupon payable by the relevant obligor and (2) its outstanding principal amount (excluding any interest capitalised pursuant to the terms of such instrument other than, with respect to a Mezzanine Obligation and a PIK Obligation, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Obligation), and (iii) with respect to all other Fixed Rate Collateral Debt Obligations and excluding Defaulted Obligations, Partial PIK Obligations (in respect of any non-cash paying interest), Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the sum of the products obtained by multiplying, in the case of each Fixed Rate Collateral Debt Obligation (including, for any Collateral Debt Obligation, only the required, non-deferrable current cash pay interest required by the Underlying Instruments thereon), (x) the stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the Principal Balance of such Collateral Debt Obligation.

Weighted Average Life Test

The “**Weighted Average Life Test**” will be satisfied on any Measurement Date if the Weighted Average Life as of such date is less than or equal to the number of years (rounded up to the nearest one hundredth thereof) during the period from such Measurement Date to 23 April 2025.

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

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

“**Average Life**” is, on any Measurement Date with respect to any Collateral Debt Obligation, the quotient obtained by dividing (i) the sum of the products of (a) the number of years (rounded to the nearest one hundredth thereof) from such Determination Date to the respective dates of each successive scheduled distribution of principal of such Collateral Debt Obligation and (b) the respective amounts of principal of such scheduled distributions by (ii) the sum of all successive scheduled distributions of principal on such Collateral Debt Obligation.

Rating Definitions

Moody’s Ratings Definitions

“**Assigned Moody’s Rating**” means the monitored publicly available rating or the unpublished monitored loan rating or the credit estimate expressly assigned to a debt obligation (or facility) by Moody’s which addresses the full amount of principal and interest to be paid (or repaid) thereunder, provided that, in respect of a credit estimate, if such credit estimate is valid, current and has been in existence (and not otherwise refreshed) for more than 12 months but less than 15 months from receipt thereof by the Issuer or Collateral Manager, as the case may be, then

the Assigned Moody's Rating is one subcategory lower than the credit estimate, and provided further that, if such credit estimate is valid, current and has been in existence (and not otherwise refreshed) for more than 15 months from receipt thereof by the Issuer or Collateral Manager, as the case may be, then such Collateral Debt Obligation shall be deemed to have an Assigned Moody's Rating of "Caa3".

"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, if such obligor does not have a corporate family rating by Moody's but any entity in the obligor's corporate family does have a corporate family rating, then the CFR is such corporate family rating.

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

- (a) if the Obligor of such Collateral Debt Obligation has a CFR by Moody's, then such CFR;
- (b) if not determined pursuant to clause (a) 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 such obligation as selected by the Collateral Manager in its sole discretion;
- (c) if not determined pursuant to clause (a) or (b) 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;
- (d) if not determined pursuant to clause (a), (b) or (c) above, if a credit estimate has been assigned to such Collateral Debt Obligation by Moody's upon the request of the Issuer, the Collateral Manager, then the Moody's Default Probability Rating is such credit estimate provided that, if such credit estimate is valid, current and has been in existence (and not otherwise refreshed) for more than 13 months but less than 15 months from receipt thereof by the Issuer or Collateral Manager, as the case may be, then the Moody's Default Probability Rating is one subcategory lower than the credit estimate, and provided further that, if such credit estimate is valid, current and has been in existence (and not otherwise refreshed) for more than 15 months from receipt thereof by the Issuer or Collateral Manager, as the case may be, then such Collateral Debt Obligation shall be deemed to have a Moody's Default Probability Rating of "Caa3";
- (e) if not determined pursuant to clause (a), (b), (c) or (d) above, the Moody's Derived Rating; and
- (f) if not determined pursuant to clause (a), (b), (c), (d) or (e) above, the Collateral Debt Obligation will be deemed to have a Moody's Default Probability Rating of "Caa3".

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

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

- (a) with respect to any Corporate Rescue Loan, one subcategory below the facility rating (whether public or private) of such Corporate Rescue Loan rated by Moody's;
- (b) if not determined pursuant to clause (a) above, if the Obligor of such Collateral Debt Obligation has a long-term issuer rating by Moody's, then such long-term issuer rating;
- (c) if not determined pursuant to clause (a) or (b) above, if another obligation of the Obligor is rated by Moody's, then by adjusting the rating of the related Moody's rated obligations of the related Obligor by the number of rating sub-categories according to the table below:

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

- (d) if not determined pursuant to clause (a), (b) or (c) above, if the Obligor of such Collateral Debt Obligation has a corporate family rating by Moody's, then one subcategory below such corporate family rating;
- (e) if not determined pursuant to clause (a), (b), (c) or (d) above, then by using any one of the methods provided below:

- (i) pursuant to the table below:

Type of Collateral Debt Obligation	S&P Rating (Public and Monitored)	Number of Subcategories Relative to Rated Obligation Rating	Number of Subcategories Relative to Moody's Equivalent of 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

- (ii) 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"), then the rating of such parallel security will at the election of the Collateral Manager be determined in accordance with the table set forth in sub clause (e)(i) above, and the Moody's Derived Rating for the purposes of clause (d) of the definition 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 clause (a) above (for such purposes treating the parallel security as if it were rated by Moody's at the rating determined pursuant to this sub clause (e)(ii)); or
- (iii) if such Collateral Debt Obligation is a Corporate Rescue Loan, no Moody's Derived Rating may be determined based on a rating by S&P or any other rating agency; or
- (f) if such Collateral Debt Obligation is not rated by Moody's or S&P and no other security or obligation of the issuer 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 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 for purposes of clause (d) of the definition of Moody's Rating and Moody's Default Probability Rating (as applicable) of such Collateral Debt Obligation shall be (x) "B3" if the Collateral Manager certifies to the Trustee and the Collateral Administrator that the Collateral Manager believes that such estimate will be at least "B3" and if the Aggregate Principal Balance of Collateral Debt Obligations determined pursuant to this clause (f) does not

exceed 5 per cent. of the Aggregate Collateral Balance of all Collateral Debt Obligations or (y) otherwise, “Caa2”.

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

“**Moody’s Rating**” means,

- (a) with respect to a Collateral Debt Obligation that is a Senior Secured Loan or Senior Secured Bond:
 - (i) if such Collateral Debt Obligation has an Assigned Moody’s Rating, such Assigned Moody’s Rating;
 - (ii) 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 sub-category higher than such CFR;
 - (iii) if neither clause (i) nor (ii) 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 sub-categories higher than the Assigned Moody’s Rating on any such obligation as selected by the Collateral Manager in its sole discretion;
 - (iv) if none of clauses (i) through (iii) above apply, at the election of the Collateral Manager, the Moody’s Derived Rating; and
 - (v) if none of clauses (i) through (iv) above apply, the Collateral Debt Obligation will be deemed to have a Moody’s Rating of “Caa3”;
- (b) with respect to a Collateral Debt Obligation other than a Senior Secured Loan or Senior Secured Bond:
 - (i) if such Collateral Debt Obligation has an Assigned Moody’s Rating, such Assigned Moody’s Rating;
 - (ii) 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;
 - (iii) if neither clause (i) nor (ii) 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 sub-category lower than such CFR;
 - (iv) if none of clauses (i), (ii) or (iii) 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 sub-category higher than the Assigned Moody’s Rating on any such obligation as selected by the Collateral Manager in its sole discretion;
 - (v) if none of clauses (i) through (iv) above apply, at the election of the Collateral Manager, the Moody’s Derived Rating; and
 - (vi) if none of clauses (i) through (v) above apply, the Collateral Debt Obligation will be deemed to have a Moody’s Rating of “Caa3”.

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

“Moody’s Senior Secured Loan” means:

- (a) a loan that:
 - (i) is not (and cannot by its terms become) subordinate in right of payment to any other debt obligation of the obligor of the loan; other than borrowed money, trade claims, capitalised leases or other similar obligations, or no other obligation of the Obligor has any higher priority security interest in such assets or stock, provided that a revolving loan of the Obligor that, pursuant to its terms, may require one or more advances to be made to the borrower may have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan representing up to 15 per cent. of the Obligor’s senior debt (or more if Rating Agency Confirmation from Moody’s has been obtained);
 - (ii) (x) is secured by a valid first priority perfected security interest or lien in, to or on specified collateral securing the obligor’s obligations under the loan and (y) such specified collateral does not consist entirely of equity securities or common stock; provided that any loan that would be considered a Moody’s Senior Secured Loan but for clause (y) above shall be considered a Moody’s Senior Secured Loan if it is a loan made to a parent entity and as to which the Collateral Manager determines in good faith that the value of the common stock of the subsidiary (or other equity interests in the subsidiary) securing such loan at or about the time of acquisition of such loan 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 of such parent entity that are pari passu with such loan, which value may include, among other things, the enterprise value of such subsidiary of such parent entity; and
 - (iii) the value of the collateral securing the loan together with other attributes of the obligor (including, without limitation, its general financial condition, ability to generate cash flow available for debt service and other demands for that cash flow) is adequate (in the reasonable judgment of the Collateral Manager) to repay the loan in accordance with its terms and to repay all other loans of equal seniority secured by a first lien or security interest in the same collateral); and
- (b) the loan is not:
 - (i) a Corporate Rescue Loan; or
 - (ii) a loan for which the security interest or lien (or the validity or effectiveness thereof) in substantially all of its collateral attaches, becomes effective, or otherwise “springs” into existence after the origination thereof.

“Moody’s Senior Secured Floating Rate Note” means, a Senior Secured Floating Rate Note that (x) has a Moody’s facility rating and the obligor of such note has a Moody’s corporate family rating and (y) such Moody’s facility rating is not lower than such Moody’s corporate family rating.

S&P Ratings Definitions

The **“S&P Rating”** means, with respect to any Collateral Debt Obligation will be, as of any date of determination, the rating determined in accordance with the following methodology:

- (a) if there is an S&P Issuer Credit Rating of the issuer of such Collateral Debt Obligation by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Debt Obligation pursuant to a form of guarantee approved by S&P for use in connection with this transaction, then the S&P Rating shall be such rating (regardless of whether there is a published rating by S&P on the Collateral Debt Obligations of such issuer, held by the Issuer, provided that private ratings (that is, ratings provided at the request of the Obligor) may be used for purposes of this definition if the related Obligor has consented to the disclosure thereof and a copy of such consent has been provided to S&P);

- (b) if, there is no S&P Issuer Credit Rating of the issuer or guarantor by S&P but:
 - (i) there is a senior secured rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category below such rating;
 - (ii) if clause (i) above does not apply, but there is a senior unsecured rating on any obligation or security of the issuer, the S&P Rating of such Collateral Debt Obligation shall equal such rating; and
 - (iii) if neither clause (i) nor clause (ii) above applies, but there is a subordinated rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category above such rating;
- (c) with respect to any Collateral Debt Obligation that is a Current Pay Obligation, the S&P Rating applicable to such obligation shall be the issue level rating thereof and if there is no such issue level rating, the S&P Rating applicable to such Current Pay Obligation shall be “CCC-”;
- (d) with respect to any Collateral Debt Obligation, that is a Corporate Rescue Loan:
 - (i) falling within paragraph (a) of the definition of Corporate Rescue Loan, and if S&P has assigned a public rating to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such public rating; or
 - (ii) falling within paragraph (b) of the definition of Corporate Rescue Loan, and if S&P has assigned an S&P Issuer Credit Rating or credit estimate to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such S&P Issuer Credit Rating or credit estimate; or
 - (iii) upon application by the Issuer (or the Collateral Manager on behalf of the Issuer) to S&P for a credit estimate, the applicable Corporate Rescue Loan shall be deemed to have an S&P Rating of “D”; and
- (e) if there is not a rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined (other than in the case of Corporate Rescue Loans) pursuant to paragraphs (i) and (ii) below:
 - (i) if such an obligation of the issuer is not a Corporate Rescue Loan and is publicly rated by Moody’s and any successors thereto, then the S&P Rating will be determined in accordance with the methodologies for establishing the S&P Rating set forth above except that the S&P Rating of such obligation will be (A) one sub-category below the S&P equivalent of the Moody’s rating if such Moody’s rating is “Baa3” or higher and (B) two sub-categories below the S&P equivalent of the Moody’s rating if such Moody’s rating is “Ba1” or lower, provided that in each case (1) the S&P Rating will be a further sub-category below the S&P equivalent of the Moody’s rating of the applicable obligation if the relevant Moody’s rating is on “credit watch negative” by Moody’s and (2) if the Aggregate Principal Balance of Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(i) exceeds 15.0 per cent. of the Adjusted Aggregate Collateral Balance, the S&P Rating of the excess of the Aggregate Principal Balance of the Collateral Debt Obligations where the S&P Rating is determined pursuant to this paragraph (e)(i) over an amount equal to 15.0 per cent. of the Adjusted Aggregate Collateral Balance shall be “CCC-” (for the purposes of this paragraph (e)(i)(2), the Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(i) with the lowest S&P Collateral Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligation as of the relevant date of determination) shall be determined to comprise such excess);
 - (ii) the S&P Rating may be based on a credit estimate provided by S&P, and in connection therewith, the Issuer, the Collateral Manager on behalf of the Issuer or the issuer of such Collateral Debt Obligation shall, prior to or within thirty calendar days after the acquisition of such Collateral Debt Obligation, apply (and concurrently submit all available information in

respect of such application) to S&P for a credit estimate which shall be its S&P Rating; provided that, if such information is submitted within such thirty day period, then, for a period of up to ninety calendar days after acquisition of such Collateral Debt Obligation shall have an S&P Rating as determined by the Collateral Manager in its sole discretion if (A) the Collateral Manager certifies to the Trustee and the Collateral Administrator (upon which certificate the Trustee and the Collateral Administrator shall rely absolutely and without enquiry or liability) that it believes that such S&P Rating determined by the Collateral Manager is commercially reasonable and that the S&P Rating will be at least equal to such rating and (B) the Aggregate Principal Balance of the Collateral Debt Obligations subject to an S&P Rating determined by the Collateral Manager in accordance with (A) does not exceed 5.0 per cent. of the Aggregate Collateral Balance (for such purpose, the Principal Balance of all Defaulted Obligations shall be their S&P Collateral Value); provided further that (x) if such information is not submitted within such thirty day period and (y) following the end of the ninety day period set forth above, pending receipt from S&P of such estimate, the Collateral Debt Obligation shall have an S&P Rating of “CCC-”; unless, in the case of clause (y) above, during such ninety day period, the Collateral Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; provided further that if the Collateral Debt Obligation has had a public rating by S&P that S&P has withdrawn or suspended within six months prior to the date of such application for a credit estimate in respect of such Collateral Debt Obligation, the S&P Rating in respect thereof shall be “CCC-”, pending receipt from S&P of such estimate and S&P may elect not to provide such estimate until a period of six months have elapsed after the withdrawal or suspension of the public rating; provided further that such credit estimate shall expire twelve months after the acquisition of such Collateral Debt Obligation, following which such Collateral Debt Obligation shall have an S&P Rating of “CCC-” unless, during such twelve-month period, the Issuer (or the Collateral Manager acting on behalf of the Issuer) applies for renewal thereof in accordance with the Collateral Management Agreement in which case such credit estimate shall continue to be the S&P Rating of such Collateral Debt Obligation until S&P has confirmed or revised such credit estimate, upon which such confirmed or revised credit estimate shall be the S&P Rating of such Collateral Debt Obligation; provided further that such confirmed or revised credit estimate shall expire on the next succeeding twelve-month anniversary of the date of the acquisition of such Collateral Debt Obligation and (when renewed annually in accordance with the Collateral Management Agreement) on each twelve-month anniversary thereafter; and

- (f) with respect to a Collateral Debt Obligation that is not a Defaulted Obligation, the S&P Rating of such Collateral Debt Obligation will at the election of the Issuer (at the direction of the Collateral Manager) be “CCC-”; provided that (i) neither the Obligor of such Collateral Debt Obligation nor any of its Affiliates are subject to any bankruptcy or reorganisation proceedings; (ii) the Obligor thereof has not defaulted on any payment obligation in respect of any debt security or other obligation of such Obligor at any time within the two year period ending on such date of determination and all such debt securities and other obligations of the Obligor are current and the Collateral Manager reasonably expects them to remain current; and (iii) the Collateral Debt Obligation is current and the Collateral Manager reasonably expects it to remain current,

and provided that, for purposes of the determination of the S&P Rating, (x) if the applicable rating assigned by S&P to an Obligor or its obligations is on “credit watch positive” by S&P, such rating will be treated as being one sub-category above such assigned rating, (y) if the applicable rating assigned by S&P to an Obligor or its obligations is on “credit watch negative” by S&P, such rating will be treated as being one sub-category below such assigned rating and (z) only ratings assigned on the basis of ongoing surveillance (including any rating assigned by Moody’s) will be applicable for the purposes of determining the S&P Rating of a Collateral Debt Obligation, and provided further that in the case only where the S&P Rating is derived from a rating assigned by Moody’s then the rating assigned by Moody’s from which such S&P Rating is derived shall (x) if the applicable rating assigned by Moody’s to an Obligor or its obligations is on “credit watch positive” by Moody’s, be treated as being one sub-category above such assigned rating and (y) if the applicable rating assigned by Moody’s to an Obligor or its

obligations is on “credit watch negative” by Moody’s, such rating will be treated as being one sub-category below such assigned rating.

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

The Coverage Tests

The Coverage Tests will consist of the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test, the Class A/B Interest Coverage Test, the Class C Interest Coverage Test, the Class D Interest Coverage Test and the Class E Interest Coverage Test.

The Coverage Tests will be used primarily to determine whether interest may be paid on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, whether Principal Proceeds may be reinvested in Substitute Collateral Debt Obligations, or whether Interest Proceeds and, to the extent needed, Principal Proceeds, in the event of failure to satisfy the Class A/B Coverage Tests, must instead be used to pay principal on the Class A Notes and, after redemption in full thereof, principal on the Class B Notes, to the extent necessary to cause the Class A/B Coverage Tests to be satisfied if recalculated immediately following such redemption; or, in the event of failure to satisfy the Class C Coverage Tests, to pay principal on the Class A Notes and, after redemption in full thereof, principal on the Class B Notes and, after redemption in full thereof, principal on the Class C Notes to the extent necessary to cause the Class C Coverage Tests to be satisfied if recalculated immediately following such redemption; or, in the event of failure to satisfy the Class D Coverage Tests, to pay principal on the Class A Notes and, after redemption in full thereof, principal on the Class B Notes and, after redemption in full thereof, principal on the Class C Notes and, after redemption in full thereof, principal on the Class D Notes to the extent necessary to cause the Class D Coverage Tests to be satisfied if recalculated immediately following such redemption; or, in the event of failure of the Class E Coverage Tests, to pay principal on the Class A Notes and, after redemption in full thereof, principal on the Class B Notes and, after redemption in full thereof, principal on the Class C Notes and, after redemption in full thereof, principal on the Class D Notes and, after redemption in full thereof, principal on the Class E Notes to the extent necessary to cause the Class E Coverage Tests to be satisfied if recalculated immediately following such redemption; or, in the event of failure to satisfy the Interest Diversion Test, to pay, in an amount equal to the lesser of (1) 50 per cent. of all remaining Interest Proceeds available for payment and (2) the amount which, in accordance with and subject to the Priorities of Payments (including payment of all prior ranking amounts), would be sufficient to cause the Interest Diversion Test to be satisfied if recalculated immediately following such redemption, in the case of application of Interest Proceeds, principal on the Class A Notes and, after redemption in full thereof, principal on the Class B Notes and, after redemption in full thereof, principal on the Class C Notes and, after redemption in full thereof, principal on the Class D Notes and, after redemption in full thereof, principal on the Class E Notes and, after redemption in full thereof, principal on the Class F Notes.

Each of the Class A/B Par Value Test, the Class A/B Interest Coverage Test, the Class C Par Value Test, the Class C Interest Coverage Test, the Class D Par Value Test, the Class D Interest Coverage Test, the Class E Par Value Test and the Class E Interest Coverage Test, shall apply on a Determination Date (i) on and after the Effective Date in respect of the Par Value Tests and (ii) on and after the Determination Date immediately preceding the second Payment Date in the case of the Interest Coverage Tests and shall be satisfied on a Determination Date if the corresponding Par Value Ratio or Interest Coverage Ratio (as the case may be) is at least equal to the percentage specified in the table below in relation to that Coverage Test.

Coverage Test and Ratio	Percentage at Which Test is Satisfied
Class A/B Par Value	127.99
Class A/B Interest Coverage	120.0

Class C Par Value	119.58
Class C Interest Coverage	115.0
Class D Par Value	112.76
Class D Interest Coverage	110.0
Class E Par Value	106.67
Class E Interest Coverage	105.0

DESCRIPTION OF THE COLLATERAL MANAGEMENT AGREEMENT

The following description of the Collateral Management Agreement consists of a summary of certain provisions of the Collateral Management Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement.

General

The Collateral Manager will perform certain investment management functions, including directing the purchase and sale of Collateral Debt Obligations and performing certain administrative functions on behalf of the Issuer in accordance with the applicable provisions of the Collateral Management Agreement. The Collateral Manager agrees, and will be authorised, to (i) select the Collateral Debt Obligations to be acquired by the Issuer, (ii) monitor the portfolio of Collateral Debt Obligations on an ongoing basis and advise the Issuer as to which Collateral Debt Obligations to sell and which Collateral Debt Obligations to acquire and (iii) assist the Issuer in the preparation of reports, orders and other documents, in each case to the extent required pursuant to the Collateral Management Agreement.

The Collateral Management Agreement also permits the Collateral Manager, in its discretion, to engage on behalf of the Issuer in (a) cross transactions between the Issuer and another client of the Collateral Manager provided it has reasonable grounds to believe that any such cross transaction is justified from the perspective of the Issuer and is consistent with the Issuer's investment policies and (b) agency cross transactions effected through a broker-dealer affiliated with the Collateral Manager, in each case upon the terms and subject to the conditions set out in the Collateral Management Agreement.

The Collateral Management Agreement also permits the Collateral Manager to engage on behalf of the Issuer in principal transactions, subject to procedures developed by the Collateral Manager to address conflicts of interest. The Collateral Manager's current procedures regarding principal transactions require that it obtain, prior to effecting any principal transaction, the consent of the board of directors of the Issuer to such principal transaction. Those procedures require that the Collateral Manager disclose to the board of directors of the Issuer (i) the capacity in which it is acting; (ii) that the transaction is a purchase or sale for no consideration other than cash payment against prompt delivery of the Collateral Debt Obligation for which market quotations are readily available; (iii) that the transaction is effected at the independent current market price determined as follows (x) if the transaction is an interest in a bank loan traded in a dealer market, at the next price reported at the close of such market by an independent pricing service so long as the reliability of the prices provided by the pricing service have been found to be indicative of market value; and (y) for all other transactions, the average of at least two current independent bids determined on the basis of reasonable inquiry; (iv) that the transaction is consistent with the investment policies of the Issuer; and (v) that no brokerage commission or fee (except for customary transfer fees or other remuneration) will be paid in connection with the transaction.

Neither the Collateral Manager nor any Collateral Manager Related Person will be liable to the Issuer, the Trustee, the Noteholders or any other Person for any loss incurred as a result of the actions taken by or recommended by the Collateral Manager under the Collateral Management Agreement, except by reason of acts or omissions constituting bad faith, fraud, wilful misconduct, wilful breach, gross negligence (as such concept is interpreted by the New York courts) or reckless disregard in the performance of its obligations thereunder. Subject to the above mentioned standard of conduct, the Collateral Manager, its shareholders, directors, officers, partners, members, managers, attorneys, advisors, agents, employees and each Collateral Manager Related Person will be entitled to indemnification by the Issuer for any losses or liabilities, including legal or other expenses, relating to the issuance of the Notes, the transactions contemplated thereby or the performance of the Collateral Manager's obligations under the Collateral Management Agreement, which will be payable in accordance with the Priority of Payments.

Resignation of the Collateral Manager

The Collateral Manager may resign, upon 90 days' (or such shorter notice as is acceptable to the Issuer) written notice to the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty and each Rating Agency.

Such resignation will not be effective until the date as of which a successor collateral manager has been appointed as described below.

Removal of the Collateral Manager

The Collateral Manager may, following the occurrence of a Collateral Manager Event of Default pursuant to paragraphs (i) to (vi) of the definition thereof, be removed by the Issuer upon 10 Business Days' prior written notice to the Collateral Manager, the Trustee, the Hedge Counterparties, and each Rating Agency at the direction of (i) the Controlling Class (acting by Extraordinary Resolution) or (ii) holders of the Subordinated Notes (acting by Ordinary Resolution) (in each case, excluding (x) the holders of any CM Non-Voting Exchangeable Notes and CM Non-Voting Notes and (y) those Notes held by the Collateral Manager or any of its Affiliates). Such removal and/or termination will not be effective until the date as of which a successor collateral manager has been appointed as described below.

Pursuant to the terms of the Collateral Management Agreement, if the Collateral Manager becomes aware that a Collateral Manager Event of Default has occurred, the Collateral Manager will be required to give prompt written notice thereof to the Issuer, the Trustee, the Collateral Administrator, the Noteholders, the Hedge Counterparties and each Rating Agency upon the Collateral Manager becoming aware of the occurrence of such Collateral Manager Event of Default.

Termination of the Collateral Management Agreement

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

Appointment of Successor

Upon any removal or resignation of the Collateral Manager (except in the circumstances where it has become illegal for the Collateral Manager to carry on its duties under the Collateral Management Agreement), the Collateral Manager will continue to act in such capacity until the appointment by the Issuer, at the direction of the holders of the Subordinated Notes, acting by way of an Ordinary Resolution (excluding any Subordinated Notes held by the Collateral Manager or any of its respective Affiliates), of a successor manager meeting the Successor Criteria in accordance with the terms of the Collateral Management Agreement, provided that the Controlling Class, acting by Extraordinary Resolution (excluding the holders of any CM Non-Voting Exchangeable Notes, CM Non-Voting Notes and any Notes held by the Collateral Manager or any of its respective Affiliates), does not object in writing to such successor within 45 days after receipt of notice of such nomination. If within three months following a notice of resignation or removal, no successor collateral manager has been appointed and accepted such appointment, then the holders of the Controlling Class, acting by Extraordinary Resolution (excluding the holders of any CM Non-Voting Exchangeable Notes and CM Non-Voting Notes and any Notes held by the Collateral Manager or any of its respective Affiliates), may appoint a successor collateral manager and the Issuer shall appoint such successor provided it is acceptable to each Rating Agency and to the holders of the Subordinated Notes acting by way of an Ordinary Resolution (excluding any Notes held by the Collateral Manager or any of its respective Affiliates).

If within four months following a notice of resignation or removal, no successor collateral manager has been appointed and accepted such appointment, then the holders of the Subordinated Notes, acting by way of an Ordinary Resolution (excluding any Subordinated Notes held by the Collateral Manager or any of its respective Affiliates), may appoint a successor collateral manager and the Issuer shall appoint such successor provided it is acceptable to each Rating Agency and to the holders of the Controlling Class, acting by Extraordinary Resolution (excluding the holders of any CM Non-Voting Exchangeable Notes, CM Non-Voting Notes and any Notes held by the Collateral Manager or any of its respective Affiliates).

If within five months following a notice of resignation or removal no successor collateral manager has been appointed and accepted such appointment, the Collateral Manager (provided that no EU Retention Deficiency has occurred and is continuing) may make such appointment, which appointment shall be final. For the avoidance of doubt, no Notes held in the form of CM Non-Voting Exchangeable Notes or CM Non-Voting Notes or held by or on behalf of the Collateral Manager or any of its respective Affiliates shall have any voting rights with respect to and shall not be counted for the purposes of determining a quorum and the results of voting on any CM Replacement Resolution or with respect to the selection or appointment of the successor collateral manager following a CM Removal Resolution.

Any successor collateral manager is required to be an established entity that satisfies the following criteria (collectively, the “**Successor Criteria**”):

- (a) has the ability to professionally and competently perform duties similar to those imposed upon the Collateral Manager under the Collateral Management Agreement;
- (b) is legally qualified and has the capacity to act as Collateral Manager under the Collateral Management Agreement;
- (c) its appointment does not cause the Issuer to become subject to taxation in any jurisdiction other than Ireland;
- (d) its appointment will not cause the Collateral Manager to breach the terms of the EU Retention Letter or, if such successor is to commit to retain the EU Retention Notes subject to and in accordance with the EU Retention Requirements, such successor enters into an agreement on substantially the same terms as the EU Retention Letter to acquire the EU Retention Notes on the date of its appointment as collateral manager;
- (e) it shall not cause the Issuer or the Collateral to become required to be registered under the provisions of the Investment Company Act;
- (f) it is located in a jurisdiction where the performance of its activities as collateral manager will not subject the Issuer to net income tax or franchise tax; and
- (g) for so long as any Notes are rated by S&P, the Issuer has received Rating Agency Confirmation from S&P.

Assignment

The Collateral Manager may assign or transfer its rights and/or obligations under the Collateral Management Agreement subject to, and in accordance with, the Collateral Management Agreement, provided that the assignee/transferee satisfies the criteria set out in the Successor Criteria. The consent of the Controlling Class acting by way of Ordinary Resolution and the consent of the Subordinated Noteholders acting by way of Ordinary Resolution shall be required for any assignment or transfer by the Collateral Manager of its rights and/or obligations under the Collateral Management Agreement where the proposed assignee or transferee is not an Affiliate of the Collateral Manager. The Collateral Manager will provide notice to the Trustee (for forwarding to Noteholders and each Rating Agency) of any assignment or transfer of the Collateral Manager’s rights and/or obligations under the Collateral Management Agreement. The Collateral Manager may grant security over its rights to the Collateral Management Fees under the Collateral Management Agreement.

Delegation

Subject to and in accordance with the terms of the Collateral Management Agreement, the Collateral Manager may, without any prior written consent, delegate any of its powers, duties and obligations to an Affiliate of the Collateral Manager which, in the reasonable opinion of the Collateral Manager, has sufficient personnel and other resources to undertake the duties delegated to it.

Fees and expenses

As compensation for the performance of its obligations as Collateral Manager, the Collateral Manager will be entitled to receive a fee, which will be payable to the Collateral Manager in arrear on each Payment Date (pro-rated

for the related Accrual Period), in an amount equal to the sum of (a) 0.178 per cent. per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months) of the Fee Basis Amount for such Payment Date (exclusive of any VAT) (the “**Senior Collateral Management Fee**”), (b) 0.267 per cent. per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months) of the Fee Basis Amount for such Payment Date (exclusive of any VAT) (the “**Subordinated Collateral Management Fee**”) and (c) after the Subordinated Notes have realised the Incentive Collateral Management Fee IRR Threshold, an amount equal to, as applicable on such Payment Date, the sum of 20 per cent. of any remaining Interest Proceeds distributable pursuant to clause (EE) of the Interest Proceeds Priority of Payments, 20 per cent. of any remaining Principal Proceeds distributable pursuant to clause (S) of the Principal Proceeds Priority of Payments and 20 per cent. of any remaining proceeds distributable pursuant to clause (AA) of the Post-Acceleration Priority of Payments (such payments described in this paragraph (c), being exclusive of any VAT thereon and collectively, the “**Incentive Collateral Management Fee**” and, together with the Senior Collateral Management Fee and the Subordinated Collateral Management Fee, the “**Collateral Management Fee**”) which shall be senior to the residual distributions on the Subordinated Notes, pro rata pari passu, in the case of (a) the Senior Collateral Management Fee with Senior Class M-2 Interest Amounts payable on the Class M-2 Subordinated Notes and (b) the Subordinated Collateral Management Fee with Subordinated Class M-2 Interest Amounts payable on the Class M-2 Subordinated Notes.

On any Payment Date, the Collateral Manager may, in its sole discretion, elect to defer any Senior Collateral Management Fees or Subordinated Collateral Management Fees. Any amounts so deferred shall be applied in accordance with the Priorities of Payments.

Any due and unpaid Collateral Management Fees will accrue interest (in arrear) for the period commencing on the Payment Date on which such amount was due to (but excluding) the Payment Date on which it is repaid in accordance with the Priorities of Payments at the EURIBOR rate applicable to the Rated Notes for each Accrual Period that such amount is unpaid. Such accrued and unpaid interest thereon will be payable on any subsequent Payment Date to the extent funds are available for such purpose in accordance with the Priorities of Payments. Notwithstanding the foregoing, Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts shall not accrue interest.

The Collateral Manager may also, in its sole discretion, elect to designate the Senior Collateral Management Fee or the Subordinated Collateral Management Fee for reinvestment to be used to purchase substitute Collateral Debt Obligations, or to purchase Rated Notes in accordance with the Conditions (or to be deposited in the Principal Account pending such reinvestment or purchase in accordance with the Conditions).

If on any Payment Date there are insufficient funds to pay any amount in respect of the Collateral Management Fee in full, the amount not so paid will be deferred and will be payable on such later Payment Date on which funds are available therefor in accordance with the Priorities of Payments.

On the Issue Date, the Collateral Manager will be reimbursed by the Issuer for certain of its expenses incurred in connection with the offering of the Notes and the negotiation and documentation of the Transaction Documents, including the Collateral Management Agreement (including legal fees and expenses and any irrecoverable VAT thereon).

No Voting Rights

Notes held in the form of CM Non-Voting Exchangeable Notes or CM Non-Voting Notes shall not have any voting rights in respect of, and shall not be counted for the purposes of determining a quorum and the result of voting on any CM Removal Resolutions or any CM Replacement Resolutions (but shall carry a right to vote and be so counted on all other matters in respect of which the CM Voting Notes have a right to vote and be counted).

Any Class A Notes, Class B Notes, Class C Notes or Class D Notes held by or on behalf of the Collateral Manager or any of its respective Affiliates shall only be held in the form of CM Non-Voting Exchangeable Notes or CM Non-Voting Notes.

Any Notes (including any Class of Rated Notes and Subordinated Notes) held by or on behalf of the Collateral Manager or any of its respective Affiliates shall have no voting rights with respect to, and shall not be counted for

the purposes of determining a quorum and the results of, voting on any CM Removal Resolution or CM Replacement Resolution.

DESCRIPTION OF THE REPORTS

Monthly Reports

The Collateral Administrator, not later than the fifteenth Business Day after the last Business Day of each month (save in respect of any month for which a Payment Date Report has been prepared) commencing in June 2017, on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, shall compile and make available a monthly report (and shall include a version in excel format) via a secured website currently located at <https://gctinvestorreporting.bnymellon.com> (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Collateral Manager, the Hedge Counterparties, the Liquidity Facility Provider, the Rating Agencies and the Noteholders from time to time) which shall be accessible to the Issuer, the Trustee, the Collateral Manager, the Placement Agent, each Hedge Counterparty, the Liquidity Facility Provider and the Rating Agencies and to any holder of a beneficial interest in any Note by way of a unique password which, in the case of each Noteholder may be obtained from the Collateral Administrator subject to receipt by the Collateral Administrator of certification (upon which certification the Collateral Administrator may rely absolutely and without further enquiry or liability) that such holder is a holder of a beneficial interest in any Notes (the “**Monthly Report**”), which shall contain, without limitation, the information set out below with respect to the Portfolio, determined by the Collateral Administrator as at the last Business Day of each month in consultation with the Collateral Manager.

Portfolio

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

percentage of the Adjusted Aggregate Collateral Balance and measured at the date of determination of the last Monthly Report) and the sale price thereof and identity of any of the purchasers thereof (if any) that are Affiliated with the Collateral Manager;

- (h) subject to any confidentiality obligations binding on the Issuer, the purchase or sale price of each Collateral Debt Obligation, Eligible Investment and Collateral Enhancement Debt Obligation acquired by the Issuer and in which the Issuer has granted a security interest to the Trustee, and each Collateral Debt Obligation, Eligible Investment and Collateral Enhancement Debt Obligation sold by the Issuer since the date of determination of the last Monthly Report and the identity of the purchasers or sellers thereof, if any, that are Affiliated with the Issuer or the Collateral Manager;
- (i) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Debt Obligation which became a Defaulted Obligation or Deferring Security or in respect of which an Exchanged Security has been received since the date of determination of the last Monthly Report and the identity and Principal Balance of each Moody's Caa Obligation, S&P CCC Obligation and Current Pay Obligation;
- (j) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Debt Obligation which became a Restructured Obligation and its Obligor, as well as, where applicable, the name of the Obligor prior to the restructuring and the Obligor's new name after the Restructuring Date;
- (k) the Aggregate Principal Balance of Collateral Debt Obligations which were upgraded or downgraded since the most recent Monthly Report and of which the Collateral Administrator or the Collateral Manager has actual knowledge;
- (l) the approximate Market Value of, respectively, the Collateral Debt Obligations and the Collateral Enhancement Debt Obligations as provided by the Collateral Manager;
- (m) in respect of each Collateral Debt Obligation, its Moody's Rating and S&P Rating (other than any confidential credit estimate) as at (i) the date of acquisition; (ii) the date of the previous Monthly Report; and (iii) the date of the current Monthly Report;
- (n) the Aggregate Principal Balance of Collateral Debt Obligations comprising Participations in respect of which the Selling Institutions are not the lenders of record;
- (o) for so long as any Notes are rated by S&P, the applicable point in the S&P Test Matrix being applied for the purposes of the Collateral Quality Test; and
- (p) the amount of any Trading Gains paid into the Interest Account.

Accounts

- (a) the Balances standing to the credit of each of the Accounts;
- (b) the S&P rating (if any) and Moody's Rating (if any) of any Eligible Investments; and
- (c) the name of the Account Bank.

Incentive Collateral Management Fee

- (a) the accrued Incentive Collateral Management Fee.

Hedge Transactions

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

- (d) the name of the Hedge Counterparty; and
- (e) the maturity date, the strike price and the underlying currency notional amount of each currency option, the upfront premium paid or payable by the Issuer thereunder and, in relation to each currency option exercised, the date of exercise, the spot foreign exchange rate at the time of exercise, the notional amount of the optional exercised, the aggregate notional amount of the option which remains unexercised and the aggregate premium received.

Frequency Switch Event

- (a) whether a Frequency Switch Event has occurred and the date of such Frequency Switch Event (in the case of a Frequency Switch Event occurring under paragraph (ii) of the definition thereof, to the extent notified by the Collateral Manager to the Collateral Administrator).

Coverage Tests and Collateral Quality Tests

- (a) a statement as to whether each of the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test, the Class E Par Value Test and the Class Par Value Test is satisfied and details of the relevant Par Value Ratios;
- (b) a statement as to whether each of the Class A/B Interest Coverage Test, the Class C Interest Coverage Test, the Class D Interest Coverage Test and the Class E Interest Coverage Test is satisfied and details of the relevant Interest Coverage Ratios;
- (c) from and after the Effective Date, a statement as to whether the Interest Diversion Test is satisfied;
- (d) the Weighted Average Life and a statement as to whether the Weighted Average Life Test is satisfied;
- (e) the Weighted Average Floating Spread (shown as (x) including and excluding any EURIBOR floor and (y) including and excluding the Aggregate Excess Funded Spread), a statement as to whether the Minimum Weighted Average Spread Test is satisfied and the amount of the Aggregate Excess Funded Spread;
- (f) the Weighted Average Coupon and the Weighted Average Coupon Adjustment Percentage;
- (g) so long as any Notes rated by Moody's are Outstanding, the Adjusted Weighted Average Moody's Rating Factor and a statement as to whether the Moody's Maximum Weighted Average Rating Factor Test is satisfied;
- (h) so long as any Notes rated by Moody's are Outstanding, (i) the Weighted Average Moody's Recovery Rate and a statement as to whether the Moody's Minimum Weighted Average Recovery Rate Test is satisfied and (ii) subject to any confidentiality undertakings binding on the Issuer, with respect to each Collateral Debt Obligation, (A) the name of the Obligor; (B) the Moody's Default Probability Rating (if public); (C) the name of the Collateral Debt Obligation as documented in its Underlying Instrument (or, where it is not practicable to provide this information, such information shall, upon request from Moody's, be provided to Moody's in the event that Moody's is unable to map such name to its database); (D) the seniority of the Collateral Debt Obligation; (E) the Moody's Rating of the Collateral Debt Obligation (if public); and (F) the Moody's assigned recovery rate (if the relevant Collateral Debt Obligation has a Moody's Rating which is public);
- (i) so long as any Notes rated by Moody's are Outstanding, the Diversity Score and a statement as to whether the Moody's Minimum Diversity Test is satisfied;
- (j) so long as any Notes rated by S&P are Outstanding, the S&P Weighted Average Recovery Rate and a statement as to whether the S&P Minimum Weighted Average Recovery Rate Test is satisfied;
- (k) (other than, following the expiry of the Reinvestment Period, the S&P CDO Monitor Test) a statement as to whether the S&P CDO Monitor Test is satisfied; and

- (l) a statement identifying any Collateral Debt Obligation in respect of which the Collateral Manager has made its own determination of “Market Value” (pursuant to the definition thereof) for the purposes of any of the Coverage Tests.

Portfolio Profile Tests

- (a) in respect of each Portfolio Profile Test, a statement as to whether such test is satisfied;
- (b) the identity and S&P Rating and Moody’s Rating of each Selling Institution, together with any changes in the identity of such entities since the date of determination of the last Monthly Report and details of the aggregate amount of Participations entered into with each such entity; and
- (c) a statement as to whether the limits specified in the Bivariate Risk Table are met by reference to the S&P Ratings and Moody’s Ratings of Selling Institutions and, if such limits are not met, a statement as to the nature of the non compliance.

EU Risk Retention

- (a) confirmation that the Collateral Administrator has received written confirmation from the Retention Holder that:
 - (i) it continues to hold Class M-1 Subordinated Notes with an initial principal amount representing not less than 5 per cent. of the Aggregate Collateral Balance (the “**EU Retention**”); and
 - (ii) it has not sold, hedged or otherwise mitigated its credit risk under or associated with the EU Retention or the underlying portfolio of Collateral Debt Obligations, except to the extent permitted in accordance with the EU Retention Requirements;
- (b) the calculation of 5 per cent. of the Aggregate Collateral Balance for the purposes of determining the EU Retention and whether an EU Retention Deficiency has occurred and is continuing; and
- (c) confirmation of any other information or agreements supplied by the Retention Holder as reasonably required to satisfy the EU Retention Requirements from time to time, subject to and in accordance with the EU Retention Letter.

CM Voting Notes / CM Non-Voting Exchangeable Notes / CM Non-Voting Notes

In respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes:

- (a) the aggregate Principal Amount Outstanding of CM Voting Notes;
- (b) the aggregate Principal Amount Outstanding of CM Non-Voting Exchangeable Notes; and
- (c) the aggregate Principal Amount Outstanding of CM Non-Voting Notes.

Payment Date Report

The Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, shall render an accounting report (the “**Payment Date Report**”) (and shall include a version in excel format), prepared and determined as of each Determination Date, and made available via a secured website currently located at <https://gctinvestorreporting.bnymellon.com> (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Collateral Manager, the Placement Agent, the Hedge Counterparties, the Liquidity Facility Provider, the Rating Agencies and the Noteholders from time to time) which shall be accessible to the Collateral Manager, the Issuer, the Trustee, the Placement Agent, the Registrar, each Hedge Counterparty, the Liquidity Facility Provider, the Rating Agencies and any holder of a beneficial interest in any Note by way of a unique password (which, in the case of each Noteholder may be obtained from the Collateral Administrator subject to receipt by the Collateral Administrator of certification (upon which certification the Collateral Administrator may rely absolutely and without further enquiry or liability) that such holder is a holder of a beneficial interest in any Notes) not later than the Business Day preceding the related Payment Date. Upon

receipt of each Payment Date Report, the Collateral Administrator, in the name and at the expense of the Issuer, shall notify the Irish Stock Exchange of the Principal Amount Outstanding of each Class of Notes after giving effect to the principal payments, if any, on the next Payment Date. The Payment Date Report shall contain the following information:

Portfolio

- (a) the Aggregate Principal Balance of the Collateral Debt Obligations as of the close of business on such Determination Date, after giving effect to (A) Principal Proceeds received on the Collateral Debt Obligations with respect to the related Due Period and the reinvestment of such Principal Proceeds in Substitute Collateral Debt Obligations during such Due Period and (B) the disposal of any Collateral Debt Obligations during such Due Period;
- (b) subject to any confidentiality obligations binding on the Issuer, a list of, respectively, the Collateral Debt Obligations and Collateral Enhancement Debt Obligations indicating the Principal Balance and Obligor of each; and
- (c) the information required pursuant to “*Monthly Reports - Portfolio*” above.

Notes

- (a) the Principal Amount Outstanding of the Notes of each Class and such aggregate amount as a percentage of the original aggregate Principal Amount Outstanding of the Notes of such Class at the beginning of the Accrual Period, the amount of principal payments to be made on the Notes of each Class on the related Payment Date, and the aggregate amount of the Notes of each Class Outstanding and such aggregate amount as a percentage of the original aggregate amount of the Notes of such Class Outstanding after giving effect to the principal payments, if any, on the next Payment Date;
- (b) the interest payable in respect of each Class of Notes (as applicable), including the amount of any Deferred Interest payable on the related Payment Date (in the aggregate and by Class);
- (c) the Interest Amount payable in respect of each Class of Notes on the next Payment Date; and
- (d) EURIBOR for the related Due Period and the Floating Rate of Interest applicable to each Class of Rated Notes during the related Due Period.
- (e) whether a Frequency Switch Event has occurred and the date of such Frequency Switch Event (in the case of a Frequency Switch Event occurring under paragraph (ii) of the definition thereof, to the extent notified by the Collateral Manager to the Collateral Administrator).

Payment Date Payments

- (a) the amounts payable pursuant to the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Post-Acceleration Priority of Payments;
- (b) the Trustee Fees and Expenses, the amount of any Collateral Management Fees and Administrative Expenses payable on the related Payment Date, in each case, on an itemised basis; and
- (c) any Asset Swap Termination Payments, any Interest Rate Hedge Termination Payments and any Defaulted Hedge Termination Payments.

Accounts

- (a) the Balance standing to the credit of the Interest Account at the end of the related Due Period;
- (b) the Balance standing to the credit of the Principal Account at the end of the related Due Period;
- (c) the Balance standing to the credit of the Interest Account immediately after all payments and deposits to be made on the next Payment Date;

- (d) the Balance standing to the credit of the Principal Account immediately after all payments and deposits to be made on the next Payment Date;
- (e) the amounts payable from the Interest Account through a transfer to the Payment Account pursuant to the Priorities of Payments on such Payment Date;
- (f) the amounts payable from the Principal Account through a transfer to the Payment Account pursuant to the Priorities of Payments on such Payment Date;
- (g) the amounts payable from any other Accounts (through a transfer to the Payment Account) pursuant to the Priorities of Payments on such Payment Date, together with details of whether such amounts constitute Interest Proceeds or Principal Proceeds;
- (h) the Balance standing to the credit of each of the other Accounts at the end of the related Due Period;
- (i) the Principal Proceeds received during the related Due Period;
- (j) the Interest Proceeds received during the related Due Period; and
- (k) the Collateral Enhancement Debt Obligation Proceeds received during the related Due Period.

Coverage Tests, Collateral Quality Tests and Portfolio Profile Tests

- (b) the information required pursuant to “*Monthly Reports- Coverage Tests and Collateral Quality Tests*” above and information on each item included under the definition of Interest Coverage Amount; and
- (c) the information required pursuant to “*Monthly Reports - Portfolio Profile Tests*” above.

Hedge Transactions

- (a) The information required pursuant to “*Monthly Reports - Hedge Transactions*” above.

EU Risk Retention

- (a) The information required pursuant to “*Monthly Reports – EU Risk Retention*” above.

CM Voting Notes / CM Non-Voting Exchangeable Notes / CM Non-Voting Notes

The information required pursuant to “*Monthly Reports - CM Voting Notes / CM Non-Voting Exchangeable Notes / CM Non-Voting Notes*” above.

Miscellaneous

Each Report shall state that it is for the purposes of information only, that certain information included in the report is estimated, approximated or projected and that it is provided without any representations or warranties as to the accuracy or completeness thereof and that none of the Collateral Administrator, the Trustee, the Issuer or the Collateral Manager will have any liability for estimates, approximations or projections contained therein.

Each Monthly Report and Payment Date Report will be made available via the website currently located at <https://gctinvestorreporting.bnymellon.com> (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Collateral Manager, the Placement Agent, the Hedge Counterparties, the Rating Agencies and the Noteholders from time to time). It is not intended that such Reports will be made available in any other format, save in limited circumstances with the Collateral Administrator’s agreement. The website does not form part of the information provided for the purposes of this Offering Circular and disclaimers may be posted with respect to the information posted thereon. Registration may be required for access to such website and persons wishing to access such website may be required to certify that they are Noteholders or otherwise entitled to access such website.

In addition, the Collateral Administrator shall provide the Issuer with such other information and in such a format relating to the Portfolio as the Issuer may reasonably request and which is in the possession of the Collateral

Administrator, in order for the Issuer to satisfy its obligation to make certain filings of information with the Central Bank of Ireland and in respect of the preparation of its financial statements and tax returns.

DESCRIPTION OF THE LIQUIDITY FACILITY AGREEMENT

The following description of the Liquidity Facility Agreement consists of a summary of certain provisions of the Liquidity Facility Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreement.

Liquidity Facility Agreement

Commitment

The maximum amount of the facility (the “**Liquidity Facility**”) under the Liquidity Facility Agreement will be the Commitment.

The Issuer, the Trustee, the Collateral Administrator, the Collateral Manager and The Bank of New York Mellon, as a liquidity facility provider (the “**Liquidity Facility Provider**”), will enter into a liquidity facility agreement (the “**Liquidity Facility Agreement**”) to be dated on or about the Issue Date.

Purposes

For the period (the “**Liquidity Facility Commitment Period**”) from (and including) the Issue Date to (but excluding) the earliest of (a) the Business Day that is immediately preceding the date that is four years from the Issue Date, subject to renewal for one or two additional one year periods at the Liquidity Facility Provider’s sole and absolute discretion; (b) the date on which the Liquidity Facility is cancelled in its entirety in accordance with its terms; and (c) the date on which the Rated Notes are redeemed in full or, in each case, if such day is not a Business Day, the Business Day immediately prior to such day (the “**Liquidity Facility Commitment Period End Date**”), the Issuer will, subject to satisfaction of certain conditions, be entitled to draw funds under the Liquidity Facility Agreement for the payment of amounts under, and in accordance with, the Interest Proceeds Priority of Payments (other than amounts payable to the Liquidity Facility Provider pursuant to paragraph (E)) thereof including, for the avoidance of doubt, to distribute to the Subordinated Noteholders pursuant to paragraph (EE) of the Interest Proceeds Priority of Payments, on any Drawdown Date that is a Payment Date (provided that all Interest Proceeds have been or will be applied in accordance with the Interest Proceeds Priority of Payments on such Payment Date prior to any application of funds drawn under the Liquidity Facility Agreement) or to the extent requested, the refinancing of any Initial Drawdown (or any refinancing thereof), and not for any other purpose provided that the maximum aggregate amount which may be drawn down for such purposes on any Drawdown Date shall not exceed the lesser of (i) the Available Commitment and (ii) the Accrued Collateral Debt Obligation Interest in respect of the relevant Payment Date (to the extent that each applicable Coverage Test senior to the payment of the amounts payable in respect of such paragraph is satisfied on the relevant Determination Date).

Drawings and Repayments

Subject to the satisfaction of certain conditions, Initial Drawdowns or Subsequent Drawdowns (each as defined in the Conditions) may be made under the Liquidity Facility Agreement for the purpose of payment of amounts under, and in accordance with, the Interest Proceeds Priority of Payments on any Payment Date by no later than (i) in the case of Initial Drawdowns, four Business Days’ notice but no more than seven Business Days’ notice and (ii) in the case of Subsequent Drawdowns, two Business Days’ notice but no more than seven Business Days’ notice. Initial Drawdowns and Subsequent Drawdowns are subject to a limit equal to the lesser of (i) the Available Commitment and (ii) the Accrued Collateral Debt Obligation Interest in respect of the relevant Payment Date.

Liquidity Drawings shall be subject to the following conditions precedent:

- (a) not more than four Liquidity Drawings may be made in any rolling 12 month period;
- (b) the Class A Notes not having been redeemed in full and not being scheduled to be redeemed in full on the immediately following Payment Date (as determined by reference to the circumstances existing on such date of determination);

- (c) on both the date on which such Liquidity Drawing is requested and on the relevant Drawdown Date, no Note Event of Default or Liquidity Facility Event of Default is outstanding or would result from the provision of such Liquidity Drawing;
- (d) each applicable Coverage Test senior to the item of the Interest Proceeds Priority of Payments that is proposed to receive payment is satisfied on the relevant Determination Date, for such purpose assuming that such Liquidity Drawing has been made;
- (e) payment in full of any prior Liquidity Drawing (unless such Liquidity Drawing is being refinanced as a Subsequent Drawdown); and
- (f) on both the date on which such Liquidity Drawing is requested and on the relevant Drawdown Date, all representations and warranties made under the Liquidity Facility Agreement are true and accurate in all material respects.

Each Liquidity Drawing shall have an interest period commencing on the relevant Drawdown Date and ending on the relevant Repayment Date (as defined below) or Payment Date as applicable.

Pursuant to the Liquidity Facility Agreement, the Issuer or the Collateral Manager on behalf of the Issuer, may redraw one or more times, as applicable, an amount thereunder to refinance (in whole or in part) any Initial Drawdown(s) or Subsequent Drawdown(s). Amounts payable between the Liquidity Facility Provider and the Issuer in respect of such drawdown and refinancing shall be payable on a net basis such that, save to the extent a net amount is due from the Issuer in respect of such drawdown and refinancing, the availability of such Subsequent Drawdown to be drawn shall not be dependent on the availability of actual cash funds of the Issuer to discharge the Initial Drawdown(s) or Subsequent Drawdown(s) being refinanced).

The Issuer shall be required to repay all Liquidity Drawings outstanding under the Liquidity Facility Agreement and the Available Commitment shall automatically be cancelled in full, on the earlier to occur of (a) final redemption of the Notes (other than as a result of a Note Event of Default); (b) the occurrence of a Note Event of Default or the Liquidity Facility is accelerated in accordance with the Liquidity Facility Agreement following the occurrence of an event of default under the Liquidity Facility Agreement; (c) the Payment Date immediately following the occurrence of the Moody's rating assigned to the Class A Notes (or the Class B Notes if the Class A Notes are no longer Outstanding) being downgraded below "Ba2" or the S&P rating assigned to the Class A Notes (or the Class B Notes if the Class A Notes are no longer Outstanding) is below "BB" and (d) the Payment Date immediately following the last day of the Liquidity Facility Commitment Period (the "**Final Repayment Date**").

Liquidity Drawings (to the extent not refinanced under a Subsequent Drawdown) may, at the election of the Collateral Manager, be repaid 30 days following the Drawdown Date in respect of such Liquidity Drawing (the "**Repayment Date**") out of the amounts standing to the credit of the Interest Account pursuant to Condition 3(j)(ii)(S)(7) to the extent possible, provided that in the event that such Liquidity Drawing is not repaid in full on such Repayment Date, the Issuer shall repay any outstanding amounts on the Payment Date immediately following such Repayment Date in accordance with the applicable Priorities of Payments, *provided further* that any failure to repay any Liquidity Drawing on the Payment Date immediately following such Repayment Date due to there being insufficient amounts standing to the credit of the Interest Account or Interest Proceeds or Principal Proceeds (respectively) shall not constitute an event of default under the Liquidity Facility Agreement unless such failure to repay occurs on the Final Repayment Date or at any time when the Available Commitment is zero.

Reduction of Available Commitment

On any Payment Date on which any of the Rated Notes are subject to a redemption (in whole or in part) in accordance with the Priorities of Payments, the Available Commitment shall be reduced by an amount equal to the product of:

- (a) €2,000,000; and
- (b) an amount (expressed as a percentage) equal to:

- (i) the difference between:
 - (A) the sum of the products obtained by multiplying the Principal Amount Outstanding of each Class of the Rated Notes before any redemption and/or purchase by the Issuer in respect of any of the Rated Notes as at the previous Payment Date (excluding any Deferred Interest) by the Applicable Margin in respect of each Class of Rated Notes respectively; and
 - (B) the sum of the products obtained by multiplying the Principal Amount Outstanding of each Class of the Rated Notes after any redemption and/or purchase by the Issuer in respect of any of the Rated Notes as at the previous Payment Date (excluding any Deferred Interest) by the Applicable Margin in respect of each Class of Rated Notes respectively; and
 divided by
 - (ii) the sum of the products obtained by multiplying the Principal Amount Outstanding of each Class of the Rated Notes as at their date of issuance by the Applicable Margin in respect of each Class of Rated Notes respectively as at their respective dates of issuance,
- as at such Payment Date.

Renewal of initial Liquidity Facility Commitment Period

The Issuer or the Collateral Manager on behalf of the Issuer (copied in each case to the Trustee and the Collateral Administrator) may deliver, not more than 30 nor fewer than 15 Business Days before the expiry of the Liquidity Facility Commitment Period, an irrevocable request that the Liquidity Facility Commitment Period be renewed (the “**Initial Renewal Request**”) to the Payment Date falling immediately before the fifth anniversary of the Issue Date. If the Liquidity Facility Provider in its sole and absolute discretion accepts the Initial Renewal Request, the Issuer or the Collateral Manager on its behalf may deliver, not more than 30 nor fewer than 15 Business Days before the expiry of the Liquidity Facility Commitment Period (as extended), an irrevocable request that the Liquidity Facility Commitment Period (as extended) be renewed (the “**Subsequent Renewal Request**” and, together with the Initial Renewal Request, the “**Renewal Requests**”) to the Payment Date falling immediately before the sixth anniversary of the Issue Date.

If the Liquidity Facility Provider in its sole and absolute discretion wishes to accept such a request to extend the Liquidity Facility Commitment Period, it shall, not later than 10 days before expiry of the Liquidity Facility Commitment Period, deliver to the Issuer (copied to the Trustee, the Collateral Manager and the Collateral Administrator) an irrevocable notice that it has consented to the request contained in the Renewal Request.

Interest on Drawings and Available Commitment

A commitment fee during the Liquidity Facility Commitment Period shall be payable by the Issuer equal to a rate of 0.75 per cent. per annum, on an amount equal to the Available Commitment accruing on each day during the Liquidity Facility Commitment Period.

Accrued and unpaid commitment fee on the Available Commitment shall be payable by the Issuer in arrear on each Payment Date to the extent that there are sufficient Interest Proceeds and, if required, Principal Proceeds or the net proceeds of enforcement of the security over the Collateral, available for payment thereof in accordance with the Priorities of Payments or at any time in accordance with the provisions of the Liquidity Facility Agreement. Any accrued commitment fee is also payable to the Liquidity Facility Provider on the cancelled amount of the Commitment at and up to the time the cancellation takes effect.

The rate of interest on each loan made or to be made under the Liquidity Facility or deemed to be made under the Liquidity Facility (including any Initial Drawdown and/or Subsequent Drawdown) for each interest period is the rate per annum determined by the Liquidity Facility Provider to be the aggregate of (a) 2.25 per cent. per annum; and (b) EURIBOR for the relevant interest period.

Accrued interest on any Liquidity Drawing shall be payable on the Repayment Date in respect of such Liquidity Drawing and shall be calculated on the basis of a 360 day year for the actual number of days elapsed.

Arrangement Fee

An arrangement fee will be payable by the Issuer on the Issue Date to the Liquidity Facility Provider in the amount of €15,000. Provided that the Liquidity Facility Provider has provided an invoice for such amount to the Issuer two Business Days prior to the Issue Date, it will be a condition precedent to any Initial Drawdown that the arrangement fee has been paid by the Issuer.

Priority of Amounts Due to the Liquidity Facility Provider under the Liquidity Facility Agreement

Pursuant to the Interest Proceeds Priority of Payments and/or the Principal Proceeds Priority of Payments and/or the Post-Acceleration Priority of Payments, interest and commitment fees due and payable under the Liquidity Facility Agreement, together with the repayment of Liquidity Drawings will rank senior prior to all amounts payable in respect of the Notes. All other amounts payable under the Liquidity Facility Agreement such as expenses, increased costs and indemnification amounts will constitute Administrative Expenses and as such will be payable prior to payment of any amounts in respect of the Notes but only to the extent that such amounts do not exceed the Senior Expenses Cap applicable to the relevant Payment Date (except to the extent that a Note Event of Default is continuing). All amounts payable in excess of such cap will be payable after payment of amongst other things (i) amounts payable in the event of an Effective Date Rating Event, (ii) amounts payable to the Principal Account for reinvestment or in redemption of the Notes upon breach of the Interest Diversion Test and (iii) Trustee Fees and Expenses not paid by reason of the Senior Expenses Cap.

Cancellation

The Commitment may only be cancelled by the Liquidity Facility Provider (in whole or in part) on or at any time (a) after the occurrence of an event of default under the Liquidity Facility Agreement (a “**Liquidity Facility Event of Default**”) upon notice from the Liquidity Facility Provider to the Issuer. A Liquidity Facility Event of Default occurs if (i) the Issuer fails to pay any amount due under the Liquidity Facility Agreement on its due date provided that where any non-payment is a result of an administrative error or omission, such failure continues for a period of at least seven Business Days after the Collateral Manager or the Issuer receives written notice, or has actual knowledge, of the administrative error or omission and as at the date on which such unpaid amount was due and payable, the Available Commitment was equal to zero; (ii) the Notes are accelerated in accordance with Condition 10(b) (*Acceleration*); (iii) it becomes unlawful for the Issuer to perform any of its obligations under the Liquidity Facility Agreement; (iv) the Issuer becomes subject to insolvency proceedings; or (v) the Liquidity Facility Agreement is not or ceases to be in full force and effect and legal, valid, binding and enforceable or (b) it becomes unlawful for the Liquidity Facility Provider to give effect to any of its obligations as contemplated by the Liquidity Facility Agreement or fund or maintain any Liquidity Drawing, provided that prior to any such cancellation under paragraph (b), the Liquidity Facility Provider is obligated pursuant to the Liquidity Facility Agreement to notify the Issuer accordingly (with such notices copied to the Collateral Manager, the Trustee and the Collateral Administrator).

Notwithstanding any such cancellations by the Liquidity Facility Provider, the repayment or prepayment of any existing Liquidity Drawings and interest thereon shall not be made until the following Payment Date or otherwise in accordance with the terms of the Liquidity Facility Agreement.

The Available Commitment may be cancelled at the option of the Issuer in whole or in part at any time upon no less than five Business Days’ notice from the Issuer (or the Collateral Manager on its behalf) to the Liquidity Facility Provider (copied to the Trustee and the Collateral Administrator). No requests for Liquidity Drawings purporting to draw all or any part of the amount the subject of such notice of such cancellation may be made during such five Business Day notice period.

The Issuer may, without premium or penalty but subject to payment of accrued interest and Break Costs (as such term is defined in the Liquidity Facility Agreement), by notice to the Liquidity Facility Provider, cancel the whole

of the Commitment at any time notice is given to the Noteholders in respect of the final redemption of the Notes pursuant to Condition 7(a) (*Final Redemption*) or if no such notice is forthcoming, on such redemption.

The Commitment may be cancelled in whole but not in part at the option of the Issuer but subject to payment of accrued interest and Break Costs (as such term is defined in the Liquidity Facility Agreement) without consent of any party at any time upon no less than five Business Days' notice from the Issuer (or the Collateral Manager on its behalf) to the Liquidity Facility Provider (copied to the Trustee and the Collateral Administrator) if, pursuant to the Liquidity Facility Agreement, the Issuer is required to pay any additional amounts to the Liquidity Facility Provider in respect of the Liquidity Facility Provider's tax liabilities or any amounts to the Liquidity Facility Provider in respect of the Liquidity Facility Provider's increased costs.

The Available Commitment will be automatically cancelled in full at close of business on the Liquidity Facility Commitment Period End Date provided a Liquidity Drawing may be made on the Liquidity Facility Commitment Period End Date (other than when the Liquidity Facility has been cancelled in its entirety in accordance with the Liquidity Facility Agreement). Notwithstanding any such cancellation, any outstanding Liquidity Drawings and accrued interest thereon shall continue to be repayable in accordance with the terms of the Liquidity Facility Agreement.

Cancellation Timing

Notwithstanding the delivery of any notice requesting a voluntary cancellation of the Commitment in accordance with the Liquidity Facility Agreement, no cancellation of the Commitment in whole pursuant thereto shall take effect until the following Payment Date.

Assignment

The Liquidity Facility Provider may transfer its interest under the Liquidity Facility Agreement provided certain conditions set out in the Liquidity Facility Agreement are satisfied and the prior consent of the Issuer, Collateral Manager and the Trustee is obtained and notice has been given to the Rating Agencies. The prior consent of the Issuer must not be unreasonably withheld or delayed and will be deemed to have been given if, within ten Business Days of receipt by the Issuer of a request for consent, it has not been expressly refused. No such consent is required from the Issuer if a Liquidity Facility Event of Default or a Note Event of Default has occurred and is continuing, or the proposed assignment, transfer of novation is to an Affiliate of the Liquidity Facility Provider.

Replacement and Additional Liquidity Facilities

Under the Liquidity Facility Agreement the Issuer will covenant not to enter into additional liquidity facility arrangements at any time prior to the Liquidity Facility Commitment Period End Date.

If a Replacement Liquidity Facility is to be entered into on or following the Liquidity Facility Commitment Period End Date, it must be a condition of such Replacement Liquidity Facility that any outstanding Liquidity Drawings with the existing Liquidity Facility Provider will be repaid in full.

HEDGING ARRANGEMENTS

The following is a summary of the principal terms of the hedging arrangements to be entered into by the Issuer on or about the Issue Date and thereafter. The following is a summary only and should not be relied upon as an exhaustive description of the detailed provisions of such documents (copies of which are available from the registered office of the Issuer). Any Hedge Agreement may include additional or different terms to those described below.

Hedge Agreements

Subject to (i) such arrangements at the time they are entered into satisfying the Hedge Agreement Eligibility Criteria, or (ii) the receipt by the Collateral Manager of legal advice from a reputable legal counsel to the effect that the entry into such arrangements shall not require any of the Issuer, its directors or officers or the Collateral Manager to register with the United States Commodities Futures Trading Commission as a commodity pool operator or a commodity trading advisor pursuant to the United States Commodity Exchange Act of 1936, as amended, the Issuer (or the Collateral Manager on its behalf) may enter into hedging transactions as described below and documented under a 1992 (Multicurrency - Cross Border) or 2002 Master Agreement or such other form published by the International Swaps and Derivatives Association, Inc. (“ISDA”). For the avoidance of doubt, an Asset Swap Agreement and an Interest Rate Hedge Agreement may be documented as one Hedge Agreement.

Form Approved Hedge Agreements

The Issuer or the Collateral Manager acting on its behalf, shall provide at least 2 Business Days’ prior written notification to each Rating Agency then rating any Class of Notes each time it enters into a Hedge Transaction in the form of a Form Approved Asset Swap or Form Approved Interest Rate Hedge.

“**Form Approved Asset Swap**” means an Asset Swap Transaction and the related Asset Swap Agreement, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the name and financial aspects of the related Collateral Debt Obligation, the notional amount, the effective date, the termination date and any other consequential amendments in respect thereof required to reflect the relevant Collateral Debt Obligation) to a form for which Rating Agency Confirmation has been received by the Issuer or which has been approved by the Rating Agencies from time to time provided that any form approved by the Rating Agencies prior to the Issue Date shall, unless otherwise notified to the Issuer by a Rating Agency, constitute a Form Approved Asset Swap.

“**Form Approved Interest Rate Hedge**” means an Interest Rate Hedge Transaction and the related Interest Rate Hedge Agreement, the documentation for and structure of which conforms (save for the amount and timing of periodic payments, the applicable floating rate index, the notional amount, the effective date, the termination date and any other consequential amendments in respect thereof required to reflect the relevant Collateral Debt Obligation) to a form for which Rating Agency Confirmation has been received by the Issuer or which has been approved by the Rating Agencies from time to time provided that any form approved by the Rating Agencies prior to the Issue Date shall, unless otherwise notified to the Issuer by a Rating Agency, constitute a Form Approved Interest Rate Hedge.

Currency Hedging Arrangements

Asset Swap Agreements

The Issuer (or the Collateral Manager on behalf of the Issuer) may purchase Non-Euro Obligations provided that the Collateral Manager, on behalf of the Issuer, for any Non-Euro Obligation, enters into an Asset Swap Transaction with an Asset Swap Counterparty no later than (i) if such Non-Euro Obligation is denominated in a Qualifying Unhedged Obligation Currency and acquired in the Primary Market, within 90 days of the settlement date of acquisition thereof and (ii) otherwise, the settlement date thereof, pursuant to the terms of which the initial principal exchange is made in connection with funding the Issuer’s acquisition of the related Non-Euro Obligation and the final and, if applicable, interim principal exchanges are made to convert the principal proceeds received in

respect thereof at maturity and prior to maturity, respectively and coupon exchanges are made at the exchange rate specified for such transaction.

Transactions entered into under an Asset Swap Agreement are documented in confirmations to such Asset Swap Agreement. Each transaction will be evidenced by a confirmation entered into pursuant to an Asset Swap Agreement (each an “**Asset Swap Transaction**”). An Asset Swap Transaction, if entered into, will be:

- (a) used to hedge the currency (and if applicable, interest rate) mismatch between the Notes and any Non-Euro Obligations;
- (b) in the case of a Form Approved Asset Swap, subject to delivery of prior written notice to the Rating Agencies in respect thereof; and
- (c) other than in the case of a Form Approved Asset Swap, subject to receipt of Rating Agency Confirmation in respect thereof.

Upon the sale of an Asset Swap Obligation, the Asset Swap Transaction relating thereto shall be terminated on or around the date of such sale in accordance with its terms, resulting in either (i) the Asset Swap Counterparty receiving the proceeds of the sale of the Asset Swap Obligation from the Issuer (which shall be funded outside the Priorities of Payments from the Non-Euro Hedge Account) and returning the Sale Proceeds (in accordance with paragraph (ii) of the definition thereof) to the Issuer or (ii) the Issuer retaining the proceeds of sale of the Asset Swap Obligation (which shall be converted into Euro and paid into the Principal Account in accordance with the Conditions) net of any payments due to the Asset Swap Counterparty in connection with the termination of the Asset Swap Transaction in such circumstances (which the Issuer shall pay to the Asset Swap Counterparty on the date such payment is due in accordance with the applicable Hedge Agreement). Furthermore, upon the insolvency of the Issuer and/or the acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*), the Hedge Counterparty may, but shall not be obliged to, early terminate any Asset Swap Transaction, in which case any Asset Swap Termination Payment would be paid in accordance with the Post-Acceleration Priority of Payments (other than with respect to any Counterparty Downgrade Collateral which is required to be returned to an Asset Swap Counterparty outside the Priorities of Payments in accordance with the Asset Swap Agreement) and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*).

If, following the insolvency of the Issuer and/or the acceleration of the Notes, the Hedge Counterparty elects not to early terminate any Asset Swap Transaction, the Asset Swap Transaction shall terminate in accordance with its terms upon the sale of the relevant Asset Swap Obligation, resulting in the Asset Swap counterparty receiving the proceeds of the sale of the Asset Swap Obligation from the Issuer and returning the Sale Proceeds (in accordance with paragraph (ii) of the definition thereof) to the Issuer. An Asset Swap Transaction may also terminate in accordance with its terms upon repayment in full of the related Asset Swap Obligation and related final exchange under such Asset Swap Transaction.

Replacement Asset Swap Transactions

In the event that any Asset Swap Transaction terminates in whole at any time in circumstances in which the applicable Asset Swap Counterparty is the “Defaulting Party” or sole “Affected Party” (each as defined in the applicable Asset Swap Agreement) the Issuer, or the Collateral Manager on its behalf, shall use commercially reasonable efforts to enter into a Replacement Asset Swap Transaction within 30 days of the termination thereof with a counterparty which (or whose guarantor) satisfies, among other things, the applicable Rating Requirement and any applicable regulatory requirements.

In the event of termination of an Asset Swap Transaction in the circumstances referred to above, any Asset Swap Termination Receipt will be paid into the relevant Hedge Termination Account and shall be applied towards the costs of entry into a Replacement Asset Swap Transaction, together with, where necessary, Interest Proceeds and/or Principal Proceeds that are available for such purpose on any Payment Date pursuant to the Priorities of Payments, subject to receipt of Rating Agency Confirmation, save:

- (a) where the Issuer or the Collateral Manager on its behalf, determines not to replace such Asset Swap Transaction and Rating Agency Confirmation is received in respect of such determination; or
- (b) where termination of the Asset Swap Transaction occurs on a Redemption Date pursuant to Conditions 7(a) (*Final Redemption*), 7(b) (*Optional Redemption*) (other than in connection with a Refinancing), 7(g) (*Redemption following Note Tax Event*) or 10(a) (*Note Events of Default*); or
- (c) to the extent that such Asset Swap Termination Receipt is not required for application towards any Asset Swap Replacement Payment,

in which event such Asset Swap Termination Receipt shall be paid into the Principal Account and shall constitute *Unscheduled Principal Proceeds*.

In the event that the Issuer receives any Asset Swap Replacement Receipt upon entry into a Replacement Asset Swap Transaction, such amount shall be paid into the relevant Hedge Termination Account and applied directly by the Collateral Administrator acting on the instructions of the Collateral Manager (acting on behalf of the Issuer) in payment of any Asset Swap Termination Payment payable upon termination of the Asset Swap Transaction being so replaced. To the extent not fully paid out of Asset Swap Replacement Receipts, any Asset Swap Termination Payment payable by the Issuer shall be paid to the applicable Asset Swap Counterparty on the next Payment Date in accordance with the *Priorities of Payments*. To the extent not required for making any such Asset Swap Termination Payment, such Asset Swap Replacement Receipts shall be paid into the Principal Account and shall constitute *Unscheduled Principal Proceeds*.

Subject to sub-paragraph (a) above, in the event that a Replacement Asset Swap Transaction cannot be entered into in such circumstances, the Collateral Manager, acting on behalf of the Issuer, shall sell the applicable Non-Euro Obligation, pay the proceeds thereof to the applicable Asset Swap Counterparty, to the extent required pursuant to the terms of such Asset Swap Transaction and/or to the extent not so required, shall direct the Collateral Administrator to convert all of such proceeds into Euro at the *Applicable Exchange Rate* and shall procure that such amounts are paid into the Principal Account. In the event that such proceeds are insufficient to pay any Asset Swap Termination Payments in full, such amount, including any Defaulted Hedge Termination Payment, shall be paid out of Interest Proceeds and/or Principal Proceeds on the next following Payment Date in accordance with the *Priorities of Payments*.

Interest Rate Hedging Arrangements

Interest Rate Hedge Agreements

The Issuer (or the Collateral Manager on its behalf) may enter into any additional Interest Rate Hedge Transactions from time to time in order to hedge any interest rate mismatch between the Notes (other than the Subordinated Notes) and the Collateral Debt Obligations, subject to the receipt of Rating Agency Confirmation in respect thereof and provided that the Interest Rate Hedge Counterparty satisfies the applicable Rating Requirement.

Replacement Interest Rate Hedge Agreements

In the event that an Interest Rate Hedge Transaction terminates in whole at any time in circumstances which the applicable Interest Rate Hedge Counterparty is the “Defaulting Party” or sole “Affected Party” (each such term as defined in the applicable Interest Rate Hedge Agreement), the Issuer, or the Collateral Manager on its behalf, shall use commercially reasonable efforts to enter into a Replacement Interest Rate Hedge Transaction within 30 days of termination thereof with an Interest Rate Hedge Counterparty which (or whose guarantor) satisfies the applicable Ratings Requirement and any applicable regulatory requirements.

Hedge Agreement Eligibility Criteria

The Collateral Manager shall only cause the Issuer to enter into a Hedge Agreement that (i) at the time such Hedge Agreement is entered into, satisfies the Hedge Agreement Eligibility Criteria; or (ii) in respect of which, the Issuer obtains legal advice of reputable legal counsel that such Hedge Agreement will not cause the Issuer or Collateral Manager to be required to register as a CPO with the CFTC with respect to the Issuer.

If a responsible representative of the Collateral Manager with knowledge of the Portfolio has actual knowledge of any change in law or regulation that would lead him or her to reasonably question the viability of the Hedge Agreement Eligibility Criteria mentioned above, the Collateral Manager shall cause the Issuer to seek written legal advice in respect of such Hedge Agreement Eligibility Criteria. If the Collateral Manager cannot obtain such advice it shall not cause the Issuer to enter into any further Hedge Agreements unless in respect of any such further Hedge Agreement it obtains written legal advice of reputable legal counsel that such Hedge Agreement will not cause the Issuer or Collateral Manager to be required to register as a CPO with the CFTC with respect to the Issuer.

Notwithstanding anything in the Collateral Management Agreement or the Trust Deed to the contrary, the Collateral Manager may unilaterally elect to modify the Hedge Agreement Eligibility Criteria without the consent of any other party so long as it causes the Issuer to obtain an opinion from reputable legal counsel that Hedge Agreements entered into in compliance with such modified Hedge Agreement Eligibility Criteria will not cause the Issuer or Collateral Manager to be required to register as a CPO with the CFTC with respect to the Issuer.

Notwithstanding the above, if, in the reasonable opinion of the Collateral Manager, entry into a Hedge Agreement would require registration of the Collateral Manager as a Commodity Pool, the Issuer will not be permitted to enter into such Hedge Agreement unless such registration is made by the Collateral Manager with respect to, and at the expense of, the Issuer.

In the Collateral Management Agreement, Hedge Agreement Eligibility Criteria means, at the time a Hedge Transaction is entered into, each of the following is true:

- (b) the relevant Hedge Transaction is an interest rate swap or cross currency swap transaction (or both) and is being entered into solely to hedge interest rate risk, timing mismatch or currency risk (or any combination of these) of the relevant Collateral Debt Obligation;
- (c) the relevant Hedge Transaction relates to a single Collateral Debt Obligation only, although multiple Hedge Transactions with the same counterparty may be entered into under a single master hedge agreement;
- (d) the relevant Hedge Transaction does not change the tenor of the subject matter of the Collateral Debt Obligation;
- (e) the relevant Hedge Transaction does not leverage exposure to the relevant Collateral Debt Obligation or otherwise inject leverage into the Issuer's exposure;
- (f) other than with respect to introducing credit risk exposure to the counterparty on the Hedge Agreement, the relevant Hedge Transaction does not change the Issuer's credit risk exposure to the Obligor on the relevant Collateral Debt Obligation;
- (g) the relevant Hedge Transaction is documented pursuant to an ISDA Master Agreement, including pursuant to a confirmation for each Hedge Transaction thereunder;
- (h) payment dates under the relevant Hedge Transaction correspond to or occur on or about Payment Dates or the relevant Collateral Debt Obligation payment dates;
- (i) the notional amount of the relevant Hedge Transaction will decline in line with the principal amount of the relevant Collateral Debt Obligation;
- (j) in the Collateral Manager's view, in the context of the transaction as a whole, the relevant Hedge Transaction will not change the Noteholders' investment experience in any material way by virtue thereof; and
- (k) either (i) the relevant Hedge Transaction must terminate automatically in whole or in part (as applicable) when the relevant Collateral Debt Obligation is sold or matures; or (ii) the Issuer must have the right to terminate the relevant Hedge Transaction in whole or in part (as applicable) when the subject matter Collateral Debt Obligation is sold or matures and at the time the relevant Hedge Transaction is entered into the Collateral Manager intends to cause the Issuer to exercise such right.

Interest Rate Cap Transactions

On or around the Issue Date, the Issuer may enter into the Issue Date Interest Rate Hedge Transactions. The Issuer will have no payment obligations in respect of any such Issue Date Interest Rate Hedge Transactions other than the payment of a premium in respect of each such transaction to the applicable Interest Rate Hedge Counterparty upon entry into such transactions.

The Issuer (or the Collateral Manager on its behalf) shall exercise any such Issue Date Interest Rate Hedge Transaction on any Business Day when EURIBOR is greater than the strike price set out in the applicable Issue Date Interest Rate Hedge Transaction. The Issuer (or the Collateral Manager on behalf of the Issuer) shall not sell or transfer any Issue Date Interest Rate Hedge Transaction other than in circumstances where all of the Rated Notes have been redeemed or Rating Agency Confirmation has been obtained from each Rating Agency in respect of any such sale or transfer.

Standard Terms of the Hedge Agreements

Each Hedge Agreement entered into by or on behalf of the Issuer shall contain the following standard provisions, save to the extent that any change thereto is (a) agreed by the Issuer and the applicable Hedge Counterparty and (b)(i) subject to receipt of Rating Agency Confirmation in respect thereof or (ii) included in a Form Approved Hedge.

Gross up

Under each Hedge Agreement neither the Issuer nor the applicable Hedge Counterparty will be obliged to gross up any payments thereunder in the event of any withholding or deduction for or on account of tax required to be paid on such payments. Any such event may however result in a “Tax Event” which is a “Termination Event” for the purposes of the relevant Hedge Agreement. In the event of the occurrence of a Tax Event (as defined in such Hedge Agreement), each Hedge Agreement will include provision for the “Affected Party” (as defined therein), where the Hedge Counterparty is the “Affected Party”, to use reasonable endeavours to (i) (in the case of the Hedge Counterparty thereto) arrange for a transfer of all of its interests and obligations under the Hedge Agreement and all “Transactions” (as defined in the Hedge Agreement) thereunder to an Affiliate that is incorporated in another jurisdiction so as to avoid the requirement to withhold or deduct for or on account of tax; or (ii) (in the case of the Issuer) transfer its residence for tax purposes to another jurisdiction, or if a substitute principal obligor under the Notes has been substituted for the Issuer in accordance with Condition 9 (*Taxation*), arrange for a transfer of all of its interest and obligations under the applicable Hedge Agreement and all Transactions thereunder to that substitute principal obligor so as to avoid the requirement to withhold or deduct for or on account of tax subject to satisfaction of the conditions specified therein (including receipt of Rating Agency Confirmation).

Limited Recourse and Non-Petition

The obligations of the Issuer under each Hedge Agreement will be limited to the proceeds of enforcement of the Collateral as applied in accordance with the Priorities of Payments set out in Condition 3(c) (*Priorities of Payments*), provided that any Counterparty Downgrade Collateral standing to the credit of the Counterparty Downgrade Collateral Accounts shall be applied and delivered by the Issuer (or by the Collateral Manager on its behalf) in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*). The Issuer will have the benefit of limited recourse and non-petition language similar to the language set out in Condition 4(c) (*Limited Recourse and Non-Petition*).

Termination Provisions

Each Hedge Agreement may terminate by its terms, whether or not the Notes have been paid in full prior to such termination, upon the occurrence of a number of events (which may include without limitation):

- (a) certain events of bankruptcy, insolvency, receivership or reorganisation of the Issuer or the related Hedge Counterparty;

- (b) failure on the part of the Issuer or the related Hedge Counterparty to make any payment under the applicable Hedge Agreement after taking into account the applicable grace period;
- (c) a change in law making it illegal for either the Issuer or the related Hedge Counterparty to be a party to, or to perform its obligations under, any applicable Hedge Agreement;
- (d) the principal due in respect of the Notes is declared to be due and payable in accordance with the terms of the Trust Deed;
- (e) failure by a Hedge Counterparty to comply with the requirements of the Rating Agencies in the event that it (or, in the context of an Asset Swap Counterparty whose obligations are irrevocably and unconditionally guaranteed, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement;
- (f) the Notes are redeemed in whole prior to the Maturity Date (otherwise than as a result of an Event of Default thereunder);
- (g) representations related to certain regulatory matters prove to be incorrect;
- (h) if the Issuer becomes subject to the AIFMD, or if the Issuer or the Collateral Manager is required to register as a “commodity pool operator” and such party does not so register pursuant to the United States Commodity Exchange Act of 1936, as amended or certain representations relating to EMIR prove to be incorrect;
- (i) other regulatory changes or changes to the regulatory status of the Issuer occur (each as further described in the relevant Hedge Agreement);
- (j) material changes are made to the Transaction Documents without the consent of a Hedge Counterparty which could have a material adverse effect on the rights and obligations of a Hedge Counterparty; and
- (k) any other event as specified in the relevant Hedge Agreement.

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

Upon the occurrence of any Event of Default or Termination Event (each as defined in the applicable Hedge Agreement), a Hedge Agreement may be terminated by the Hedge Counterparty or the Issuer (or the Collateral Manager on its behalf) in accordance with the detailed provisions thereof and a lump sum (the “**Termination Payment**”) may become payable by the Issuer to the applicable Hedge Counterparty or vice versa. Depending on the terms of the applicable Hedge Agreement, such Termination Payment may be determined by the applicable Hedge Counterparty and/or Issuer (or the Collateral Manager on its behalf) by reference to market quotations obtained in respect of the entry into a replacement swap(s) on the same terms as that terminated or as otherwise described in the applicable Hedge Agreement or, subject and in accordance with the terms of the relevant Hedge Agreement, any loss suffered by a party.

Asset Swap Agreements may also contain provisions which allow an Asset Swap Transaction to terminate upon the occurrence of certain credit events related to the underlying Non-Euro Obligation. These credit events could potentially be triggered in circumstances where the related Collateral Debt Obligation would not constitute a Defaulted Obligation (as such term is defined in the Conditions). In such instances the related Asset Swap Transaction would terminate and the Issuer (or the Collateral Manager acting on its behalf) may need to sell the related Non-Euro Obligation unless a new Asset Swap Transaction can be entered into.

Rating Downgrade Requirements

Each Hedge Agreement shall contain the terms and provisions required by the Rating Agencies for the type of derivative transaction described in this Offering Circular in the event of the downgrade or withdrawal of the Hedge Counterparty’s rating (or, if applicable, its guarantor’s) to below the applicable Rating Requirement. Such provisions may include a requirement that a Hedge Counterparty downgraded below certain minimum levels

consistent with the ratings of the Notes must post collateral; or transfer the Hedge Agreement to another entity meeting the applicable Rating Requirement (or, as relevant, whose guarantor meets the applicable Rating Requirement); or procure that an eligible guarantor meeting the applicable Rating Requirement guarantees its obligations under the Hedge Agreement; or take other actions subject to Rating Agency Confirmation.

Transfer and Modification

The Collateral Manager acting on behalf of the Issuer, may not modify any Hedge Transaction or Hedge Agreement without Rating Agency Confirmation in relation to such modification, save to the extent that it would constitute a Form Approved Asset Swap or a Form Approved Interest Rate Hedge (as applicable) following such modification. A Hedge Counterparty may transfer its rights and obligations under a Hedge Agreement to any institution which (or whose credit support provider (as defined in the applicable Hedge Agreement)) satisfies the applicable Rating Requirement.

Any of the requirements set out herein may be modified in order to meet any new or additional requirements of any Rating Agency then rating any Class of Notes.

Governing Law

Each Hedge Agreement together with each Hedge Transaction thereunder in each case, including any non-contractual obligations arising out of or in relation thereto, will be governed by, and construed in accordance with, the laws of England.

Reporting of Specified Hedging Data

The Collateral Manager, on behalf of the Issuer, may from time to time enter into agreements (each a “**Reporting Delegation Agreement**”) in a form approved by the Rating Agencies for the delegation of certain derivative transaction reporting obligations to one or more Hedge Counterparties or third parties (each, in such capacity, a “**Reporting Delegate**”).

TAX CONSIDERATIONS

General

Purchasers of Notes may be required to pay stamp taxes and other charges in accordance with the laws and practices of the country of purchase in addition to the issue price of each Note.

Potential purchasers who are in any doubt about their tax position on purchase, ownership, transfer or exercise of any Note should consult their own tax advisers. In particular, no representation is made as to the manner in which payments under the Notes would be characterised by any relevant taxing authority. Potential investors should be aware that the relevant fiscal rules or their interpretation may change, possibly with retrospective effect, and that this summary is not exhaustive. This summary does not constitute legal or tax advice or a guarantee to any potential investor of the tax consequences of investing in the Notes.

Irish Taxation

The following is a summary of the principal Irish tax consequences for individuals and companies of ownership of the Notes based on the laws and practice of the Irish Revenue Commissioners currently in force in Ireland and may be subject to change. It deals with Noteholders who beneficially own their Notes as an investment. Particular rules not discussed below may apply to certain classes of taxpayers holding Notes, such as dealers in securities, trusts etc. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Prospective investors in the Notes should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the Notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

Tax Residency

The Issuer is incorporated in Ireland. The Issuer will be resident for tax purposes in Ireland if it is centrally managed and controlled in Ireland. It is intended that the directors of the Issuer will conduct the affairs of the Issuer in a manner that will allow for this.

Withholding Tax

In general, tax at the standard rate of income tax (currently 20 per cent.), is required to be withheld from payments of Irish source interest which may include interest payable on the Notes. However, an exemption from withholding on interest payments exists under Section 64 of the TCA for certain securities (“**quoted Eurobonds**”) issued by a body corporate (such as the Issuer) which are interest bearing and quoted on a recognised stock exchange.

Any interest paid on such quoted Eurobonds can be paid free of withholding tax provided:

- (a) the person by or through whom the payment is made is not in Ireland; or
- (b) the payment is made by or through a person in Ireland, and either:
 - (i) the quoted Eurobond is held in a clearing system recognised by the Irish Revenue Commissioners (Euroclear and Clearstream Luxembourg, amongst others, are so recognised), or
 - (ii) the person who is the beneficial owner of the quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made a declaration to a relevant person (such as an Irish paying agent, if any) in the prescribed form.

So long as the Notes are quoted on a recognised stock exchange and are held in any of Euroclear and Clearstream Luxembourg, interest on the Notes can be paid by any paying agent acting on behalf of the Issuer without any withholding or deduction for or on account of Irish income tax.

If, for any reason, the quoted Eurobond exemption referred to above ceases to apply, the Issuer can still pay interest on the Notes free of withholding tax provided it is a “qualifying company” (within the meaning of Section 110 of the TCA, as amended “**Section 110**”) and provided the interest is paid to a person resident in a “relevant territory”

(i.e. a Member State (other than Ireland) or in a country with which Ireland has signed a double taxation agreement). For this purpose, residence is determined by reference to the law of the country in which the recipient claims to be resident. This exemption from withholding tax will not apply, however, if the interest is paid to a company in connection with a trade or business carried on by it through a branch or agency located in Ireland.

Encashment Tax

Irish tax will be required to be withheld at the standard rate of income tax (currently 20 per cent.) from interest on any Note, where such interest is collected or realised by a bank or encashment agent in Ireland on behalf of any Noteholder. There is an exemption from encashment tax where the beneficial owner of the interest is not resident in Ireland and has made a declaration to this effect in the prescribed form to the encashment agent or bank.

Taxation of Noteholders

Notwithstanding that a Noteholder may receive interest on the Notes free of withholding tax, the Noteholder may still be liable to pay Irish income tax. Interest paid on the Notes may have an Irish source and therefore be within the charge to Irish income tax and levies. Ireland operates a self-assessment system in respect of income tax and any person, including a person who is neither resident nor ordinarily resident in Ireland, with Irish source income comes within its scope.

However, interest on the Notes will be exempt from Irish income tax if the recipient of the interest is resident in a relevant territory provided:

- (a) the Notes are quoted Eurobonds and are exempt from withholding tax as set out above; or
- (b) in the event of the Notes ceasing to be quoted Eurobonds exempt from withholding tax, if the Issuer is a qualifying company within the meaning of Section 110 and the interest is paid out of the assets of the Issuer; or
- (c) if the Issuer has ceased to be a qualifying company, the recipient of the interest is a company resident in a relevant territory that generally taxes interest receivable by companies from foreign sources, or the interest is exempt from income tax under the provisions of a double taxation agreement that was then in force when the interest was paid or would have been exempt had a double taxation agreement that was signed at the date the interest was paid been in force at that date.

Notwithstanding these exemptions from income tax, a corporate recipient that carries on a trade in Ireland through a branch or agency in respect of which the Notes are held or attributed, may have a liability to Irish corporation tax on the interest.

In addition, provided that the Notes are quoted Eurobonds and are exempt from withholding tax as set out above, the interest on the Notes will be exempt from Irish income tax if the recipient of the interest is (i) a company under the control, directly or indirectly, of persons who by virtue of the law of a relevant territory are resident in that country and that person or persons are not themselves under the control, whether directly or indirectly, of a person who is not resident in such a country, or (ii) a company, the principal class of shares of such company, or another company of which the recipient company is a 75% subsidiary, is substantially and regularly traded on one or more recognised stock exchanges in a relevant territory or a stock exchange approved by the Irish Minister for Finance. Noteholders receiving interest on the Notes which does not fall within the above exemptions may be liable to Irish income tax.

Qualifying Companies Holding Irish Specified Mortgages

Section 22 of the Irish Finance Act, 2016 amends Section 110 TCA. It applies to qualifying companies which carry on a business of holding, managing or both holding and managing “specified mortgages”.

A “specified mortgage” for this purpose is:

- (a) a loan which is secured on, and which derives its value from, or the greater part of its value from, directly or indirectly, land in Ireland;

- (b) a specified agreement which derives all of its value, or the greater part of its value, directly or indirectly, from land in Ireland or a loan to which paragraph (a) applies. A specified agreement is defined in Section 110 TCA and includes certain derivatives, swaps or similar arrangements. A specified mortgage does not include a specified agreement which derives its value or the greater part of its value from a CLO transaction, a CMBS/RMBS transaction, a loan origination business or a sub-participation transaction (as defined in Section 110 TCA);
- (c) any portion of a security issued by another qualifying company which carries on the business of holding or managing specified mortgages and which carries a right to results dependent or non-commercial interest; or
- (d) units in an Irish Real Estate Fund (within the meaning of Chapter 1B of Part 27 TCA);

Such activity is defined as a “specified property business”. Where the qualifying company carries on a specified property business in addition to other activities, it must treat the specified property business as a separate business and apportion its expenses on a just and reasonable basis between the separate businesses.

Where the qualifying company has financed itself with loans carrying interest which is dependent on the results of that company’s business or interest which represents more than a reasonable commercial return for the use of the principal, or has entered into specified agreements (such as swaps) then the interest or return payable will not be deductible for Irish tax purposes to the extent it exceeds a reasonable commercial return which is not dependent on the results of the qualifying company.

This restriction is subject to a number of exceptions. Transactions which qualify as “CLO transactions” should not be subject to the restrictions described above. A CLO transaction is defined as a securitisation transaction carried out in conformity with:

- (a) a prospectus, within the meaning of the Prospectus Directive;
- (b) listing particulars, where any securities issued by the qualifying company are listed on an exchange, other than the main exchange, of Ireland or a relevant EU member state; or
- (c) where the securities issued by the qualifying company will not be listed on an exchange in Ireland or a relevant EU member state, legally binding documents. In addition, the transaction
 - (i) may provide for a warehousing period, which means a period not exceeding 3 years during which time the qualifying company is preparing to issue securities; and
 - (ii) provide for investment eligibility criteria that govern the type and quality of assets to be acquired.

Finally, based on the documents referred to in paragraphs (a) to (c) above and the activities of the qualifying company, in order for a transaction to be a CLO transaction it must not be reasonable to consider that the main purpose, or one of the main purposes, of the qualifying company was to acquire specified mortgages.

In order to benefit from the exception, the qualifying company must not carry out any activities, other than activities which are incidental or preparatory to the transaction or business of a CLO transaction.

As such, the restrictions on deductibility should not apply if either:

- (a) the Issuer does not hold or manage specified mortgages; or
- (b) the Issuer’s activities fall within the definition of a CLO transaction.

In addition, the legislation does contain other provisions which could limit or eliminate the restrictions on deductibility.

Capital Gains Tax

A holder of the Notes will be subject to Irish tax on capital gains on a disposal of the Notes unless such holder is neither resident nor ordinarily resident in Ireland and does not carry on a trade in Ireland through a branch or agency in respect of which the Notes are used or held.

Capital Acquisitions Tax

A gift or inheritance comprising Notes will be within the charge to capital acquisitions tax if either (i) the donor or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the donor is domiciled in Ireland irrespective of his residence or that of the donee/successor) or (ii) if the Notes are regarded as property situate in Ireland. Bearer notes are generally regarded as situated where they are physically located at any particular time. Registered notes are generally regarded as situated where the principal register of noteholders is maintained or required to be maintained, but the Notes may be regarded as situated in Ireland regardless of their physical location or the location of the register as they secure a debt due by an Irish resident debtor and they may be secured over Irish property. Accordingly, if such Notes are comprised in a gift or inheritance, the gift or inheritance may be within the charge to tax regardless of the residence status of the donor or the donee/successor.

Stamp Duty

On the basis of an exemption provided for in Section 85(2)(c) to the Stamp Duties Consolidation Act, 1999 of Ireland, provided the proceeds of the Notes are used in the course of the Issuer's business, no stamp duty or similar tax is imposed in Ireland on the issue, transfer or redemption of the Notes.

The Common Reporting Standard in Ireland

On 21 July 2014, the Standard for Automatic Exchange of Financial Account Information in Tax Matters was published by the OECD and this includes the Common Reporting Standard ("**CRS**"). The CRS provides that certain entities (known as Financial Institutions) shall identify "Accounts" (as defined, broadly equity and debt interests in the Financial Institution) held by persons who are tax resident in other CRS participating jurisdiction. That information is then subject to annual automatic exchange between governments in CRS participating jurisdictions.

Directive 2014/107/EU on Administrative Cooperation in the Field of Taxation ("**DAC II**") implements CRS in a European context and creates a mandatory obligation for all EU Member States to exchange financial account information in respect of residents in other EU Member States on an annual basis commencing in 2017 in respect of the 2016 calendar year. Ireland has provided for the implementation of CRS through section 891F of the TCA and the enactment of the Returns of Certain Information by Reporting Financial Institutions Regulations 2015 (the "**CRS Regulations**"). The Irish Revenue Commissioners have indicated that Irish Financial Institutions will be obliged to make a single return in respect of CRS and DAC II. CRS applies in Ireland from 1 January 2016.

The Issuer is expected to constitute a Financial Institution for CRS purposes. In order to comply with its obligations under CRS and DAC II, the Issuer shall be entitled to require Noteholders to provide certain information in respect of the Noteholders and, in certain circumstances, their controlling persons' tax status, identity or residence. Noteholders will be deemed, by their holding of the Notes, to have authorised the automatic disclosure of such information by the Issuer (or any nominated service provider) to the Irish Revenue Commissioners. The information will be reported by the Issuer to the Irish Revenue Commissioners who will then exchange the information with the tax or governmental authorities of other participating jurisdictions, as applicable. To the extent that the Notes are held within a recognised clearing system, the Issuer should have no reportable accounts in a tax year.

Provided the Issuer complies with these obligations, it should be deemed compliant for CRS and DAC II purposes. Failure by the Issuer to comply with its CRS and DAC II obligations may result in it being deemed to be non-compliant in respect of its CRS obligations and monetary penalties may be imposed pursuant to the Irish implementing legislation.

United States Taxation

General

The following is a general discussion based upon present law of certain U.S. federal income tax considerations for prospective purchasers of the Rated Notes and Subordinated Notes. The discussion addresses only persons that purchase Rated Notes or Subordinated Notes in the original offering and (in the case of the Rated Notes) at their “issue price” (i.e., the first price at which a substantial amount of Rated Notes of the same Class was sold to investors), persons that hold the Rated Notes or Subordinated Notes as capital assets, and U.S. Holders (as defined below) that use the U.S. Dollar as their functional currency. Except as otherwise specifically discussed below, the discussion does not consider the circumstances of particular purchasers, some of which (such as financial institutions, insurance companies, regulated investment companies, tax exempt organisations, dealers, traders who elect to mark their investment to market and persons holding the Rated Notes or Subordinated Notes as part of a hedge, straddle, conversion, constructive sale or integrated transaction) are subject to special tax regimes. The discussion does not address any state, local or foreign taxes or the federal alternative minimum tax. Special rules also apply to individuals, certain of which may not be discussed below. Prospective investors should note that no rulings have been, or are expected to be, sought from the Internal Revenue Service with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the Internal Revenue Service or a court will not take a contrary view. This discussion and the tax opinion of Milbank, Tweed, Hadley & McCloy LLP assume that the Trust Deed and other Transaction Documents are in effect as of the Issue Date and are not amended. Finally, this summary generally does not address the tax consequences to a Contributor of a contribution as described in Condition 2(k) (*Contributions*).

EACH PROSPECTIVE PURCHASER IS URGED TO CONSULT ITS OWN TAX ADVISOR ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE STATE AND LOCAL LAWS OF THE UNITED STATES AND THE LAWS OF IRELAND AND ANY OTHER JURISDICTION WHERE THE PURCHASER MAY BE SUBJECT TO TAXATION.

As used in this section, the term “U.S. Holder” means a beneficial owner of a Note that is, for U.S. federal income tax purposes: (1) a citizen or individual resident of the United States; (2) an entity treated as a corporation and organised in or under the laws of the United States or any State thereof, including the District of Columbia; (3) an estate the income of which is includable in gross income for U.S. federal income tax purposes regardless of its source; or (4) a trust (a) if a court within the United States is able to exercise primary supervision over its administration and one or more U.S. Persons have the authority to control all substantial decisions of such trust, or (b) that has validly elected to be treated as a U.S. Person.

As used in this section, the term “Non-U.S. Holder” means a beneficial owner of a Note that is not a U.S. Holder.

The treatment of partners in a partnership that owns Rated Notes or Subordinated Notes may depend on the status of such partners and the status and activities of the partnership and such persons should consult their own tax advisors about the consequences of an investment in the Rated Notes or Subordinated Notes.

U.S. Tax Treatment of the Issuer

The Issuer will be treated as a foreign corporation for U.S. federal income tax purposes. The Issuer intends to operate so as not to be subject to U.S. federal income tax on its net income. In this regard, upon the issuance of the Notes, the Issuer will receive an opinion of Cadwalader, Wickersham & Taft LLP to the effect that, although no activity closely comparable to that contemplated by the Issuer has been the subject of any Treasury regulation, revenue ruling or judicial decision, if the Issuer and the Collateral Manager comply with the Trust Deed and the Collateral Management Agreement, including certain tax guidelines referenced therein (the “**U.S. Tax Guidelines**”), and certain other assumptions specified in the opinion are satisfied, the Issuer will not be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes under current law. Failure of the Issuer or the Collateral Manager to comply with the U.S. Tax Guidelines, the Trust Deed or the Collateral Management Agreement may not give rise to a default or a Note Event of Default under the Trust Deed or the Collateral Management Agreement and may not give rise to a claim against the Issuer or the Collateral

Manager. In the event of such a failure, the Issuer could be treated as engaged in a U.S. trade or business for U.S. federal income tax purposes. In addition, the U.S. Tax Guidelines permit the Issuer (or the Collateral Manager acting on its behalf) to receive advice from nationally recognised U.S. tax counsel to the effect that any changes in its structure and operations will not cause the Issuer to be treated as engaged in a trade or business within the United States for U.S. federal income tax purposes. The opinion of Cadwalader, Wickersham & Taft LLP will assume the correctness of any such advice. The opinion of Cadwalader, Wickersham & Taft LLP is not binding on the IRS or the courts. Moreover, a change in law or its interpretation could result in the Issuer being treated as engaged in a trade or business in the United States for U.S. federal income tax purposes, or otherwise subject to U.S. federal income tax on a net income basis (notwithstanding that the Collateral Manager is acting in accordance with the U.S. Tax Guidelines).

If it is determined that the Issuer is engaged in a trade or business in the United States for U.S. federal income tax purposes, and the Issuer has taxable income that is effectively connected with such U.S. trade or business, the Issuer will be subject under the Code to the regular U.S. federal corporate income tax on its effectively connected taxable income, possibly on a gross basis, and possibly to a 30 per cent. branch profits tax and state and local taxes as well. The imposition of such a tax liability could materially adversely affect the Issuer's ability to make payments on the Notes. The balance of this summary assumes that the Issuer is not subject to U.S. federal income tax on its net income.

United States Withholding Taxes

Although the Issuer does not anticipate that it will be subject to U.S. federal income tax with respect to its net income, income derived by the Issuer may be subject to withholding or gross income taxes imposed by the United States or other countries, and the imposition of such taxes could materially affect its financial ability to make payments on the Notes. Subject to certain exceptions set forth in the Collateral Management Agreement, the Issuer generally may acquire a particular Collateral Debt Obligation only if, at the time of commitment to purchase, either the interest payments thereon are not subject to withholding tax or the issuer of the Collateral Debt Obligation is required to make "gross-up" payments to the Issuer that cover the full amount of any such withholding on an after-tax basis. Accordingly, the Issuer does not generally expect to be subject to U.S. federal withholding taxes on interest from Collateral Debt Obligations. The Issuer may, however, be subject to withholding or gross income taxes in respect of commitment fees, securities lending fees, facility fees, and other similar fees, dividend or substitute dividend payments, or under FATCA as discussed in more detail below. Any such withholding or gross income taxes will not be grossed up.

Notwithstanding the foregoing, there can be no assurance that income derived by the Issuer will not become subject to withholding or gross income taxes more generally as a result of changes in law, contrary conclusions by the Internal Revenue Service, or other causes. Such withholding or gross income taxes could be applied retroactively to fees or other income previously received by the Issuer. To the extent that withholding or gross income taxes are imposed and not paid through withholding, the Issuer may be directly liable to the taxing authority to pay such taxes.

Tax Treatment of U.S. Holders of the Rated Notes

Treatment of the Rated Notes

Classification of the Rated Notes.

Based on the anticipated terms of the Notes and subject to other relevant facts and circumstances on the issue date, the Issuer expects to receive an opinion from Milbank, Tweed, Hadley & McCloy LLP on the issue date to the effect that, for U.S. federal income tax purposes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be treated as debt and the Class E Notes should be treated as debt. The Issuer also intends to treat the Class F Notes as debt for U.S. federal income tax purposes.

In general, the characterisation of an instrument for such purposes as debt or equity by its issuer as of the time of issuance is binding on a holder, unless the holder takes an inconsistent position and discloses such position in its tax return. This characterisation, and counsel's opinion, however, are not binding on the Internal Revenue Service

or the courts. In particular, there can be no assurance that the Internal Revenue Service would not contend, and that a court would not ultimately hold, that a Class of Notes, in particular the Class F Notes, constitute equity of the Issuer. Investors should consult their tax advisors regarding the tax rules that would apply if a Class of Notes were recharacterised as equity by the Internal Revenue Service, although generally the discussion of the tax consequences of holding Subordinated Notes below would be relevant to holders of that recharacterised Class of Notes. The discussion in the remainder of this section assumes that the Rated Notes will be treated as debt.

If a U.S. Holder of Rated Notes designates a portion of any distribution to it as a Contribution amount, it nonetheless will be treated for U.S. federal income tax purposes as though that portion has been distributed.

Interest on the Class A Notes and Class B Notes. U.S. Holders of the Class A Notes and the Class B Notes will treat stated interest as ordinary income when paid or accrued, in accordance with their tax method of accounting.

Interest and Discount on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes. Because payments of stated interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (“**Deferred Interest Notes**”) are contingent on available funds and subject to deferral, the Deferred Interest Notes will be treated for U.S. federal income tax purposes as having original issue discount (“**OID**”). The total amount of such discount with respect to a Deferred Interest Note will equal the sum of all payments to be received under such Deferred Interest Note less its “issue price”. A U.S. Holder of Deferred Interest Notes will be required to include OID in income as it accrues.

Treasury regulations applicable to debt instruments issued with OID do not provide definitive rules for accrual of OID on debt instruments the payments on which are contingent as to time, in the manner of the Deferred Interest Notes. In the absence of such definitive guidance, the Issuer intends to treat the amount of OID accruing in any Accrual Period as generally equal to the stated interest accruing in that period (whether or not currently due) plus any additional amount representing the accrual under a constant yield method of any additional OID represented by the excess of the principal amount of the Deferred Interest Notes over their issue price. Accruals of any such additional OID will be based on the projected weighted average life of the Deferred Interest Notes rather than their stated maturity. In the case of Deferred Interest Notes that provide for interest at a floating rate, accruals of OID should be calculated by assuming that interest will be paid over the life of the Deferred Interest Note based on the value of EURIBOR used in setting interest for the first Periodic Interest Accrual Period, and then adjusting the income for each subsequent Periodic Interest Accrual Period for any difference between the actual value of EURIBOR used in setting interest for those periods and the assumed rate.

However, it is also possible the Deferred Interest Notes may be subject to an income accrual method analogous to the methods applicable to debt instruments whose payments are subject to acceleration (under section 1272(a)(6) of the Code) using an assumption as to the expected payments on the Deferred Interest Notes reflected on an assumed payment schedule prepared by the Issuer. In that case, adjustments (generally forward looking) will be made to the extent actual payments do not correspond to the assumed payment schedule. Alternatively, it is possible that the Deferred Interest Notes could be treated as subject to special rules applicable to contingent payment debt instruments. In that event, the timing of income and character of gain or loss on the Deferred Interest Notes would be different. A U.S. Holder of Deferred Interest Notes should consult its own tax advisor about the possible application of these rules.

Sale and Retirement of the Rated Notes

In general, a U.S. Holder of a Rated Note will have a basis in such Rated Note equal to the cost of such Rated Note to such holder, increased by any amount includible in income by such holder as OID and reduced by any payments thereon other than, in the case of the Classes of Notes that are not Deferred Interest Notes, payments of stated interest. Upon a sale or exchange of the Rated Note, a U.S. Holder will generally recognise gain or loss equal to the difference between the amount realised (less any accrued interest, which would be taxable as interest) and the holder’s tax basis in such Rated Note. Such gain or loss will be long-term capital gain or loss if the U.S. Holder has held such Rated Note for more than one year at the time of disposition. In certain circumstances, U.S. Holders that are individuals may be entitled to preferential treatment for net long-term capital gains. The ability of U.S. Holders to offset capital losses against ordinary income is limited.

Payments of Interest and OID in Euros

A U.S. Holder that uses the cash method of accounting for U.S. federal income tax purposes and receives a payment of interest on a Rated Note (other than OID) denominated in Euro, will be required to include in gross income the U.S. Dollar value of the payment in Euro on the date such payment is received (based on the U.S. Dollar spot rate for Euro on the date such payment is received) regardless of whether the payment is in fact converted to U.S. Dollars at that time. No exchange gain or loss will be recognised with respect to the receipt of such payment.

A U.S. Holder that uses the accrual method of accounting for U.S. federal income tax purposes, or that otherwise is required to accrue interest prior to receipt, will be required to include in gross income the U.S. Dollar value of the amount of interest income that has accrued and is otherwise required to be taken into account with respect to a Rated Note during an accrual period. The U.S. Dollar value of the accrued interest income will be determined by translating the interest income at the average U.S. Dollar exchange rate for Euro in effect during the accrual period or, with respect to an accrual period that spans two taxable years, the partial period within the taxable year. A U.S. Holder may elect, however, to translate such accrued interest income using the U.S. Dollar spot rate for Euro on the last day of the accrual period or, with respect to an accrual period that spans two taxable years, on the last day of the taxable year. If the last day of an accrual period is within five Business Days of the date of receipt of the accrued interest, a U.S. Holder may translate such interest using the U.S. Dollar spot rate on the date of receipt. The above election must be applied consistently to all debt instruments from year to year and may not be changed without the consent of the Internal Revenue Service. Prior to making such an election, a U.S. Holder should consult its own tax advisor.

A U.S. Holder that uses the accrual method of accounting for U.S. federal income tax purposes may recognise exchange gain or loss with respect to accrued interest income on the date the payment of such income is received. The amount of any exchange gain or loss recognised will equal the difference, if any, between the U.S. Dollar value of the payment in Euro received (based on the U.S. Dollar spot rate for Euro, on the date such payment is received) with respect to such accrued interest and the U.S. Dollar value of the income inclusion with respect to such accrued interest (computed as determined above). Any such exchange gain or loss will be treated as ordinary income or loss, but generally will not be treated as an adjustment to interest income, and will generally be treated as U.S. source income or loss.

The Issuer intends to take the position that OID for any accrual period on a Rated Note will be determined in Euros and then translated into U.S. Dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder, as described above. As described above, however, the treatment of Rated Notes issued with OID is subject to uncertainty, and it is possible that different rules would apply. Applying this method, all payments on a Rated Note (other than payments of stated interest on the Class A Notes and Class B Notes) will generally be viewed first as payments of previously accrued OID (to the extent thereof), with payments attributed first to the earliest-accrued OID, and then as payments of principal. Upon receipt of a payment attributable to OID (whether in connection with a payment of interest or on the sale, exchange, redemption, retirement or other taxable disposition of a Rated Note), a U.S. Holder may recognise exchange gain or loss as described above with respect to accrued interest income. Any such exchange gain or loss will be treated as ordinary income or loss, but generally will not be treated as an adjustment to interest income, and will generally be treated as U.S. source income or loss.

Foreign Currency Gain or Loss on Disposition

If a U.S. Holder receives Euro on a sale, exchange, redemption, retirement or other taxable disposition of a Rated Note, the amount realised will be based on the U.S. Dollar value of Euros on the date the payment is received or the date of disposition of the Rated Note. Any gain or loss realised upon a sale, exchange, redemption, retirement or other taxable disposition of the Rated Note that is attributable to fluctuations in currency exchange rates will be exchange gain or loss. Such gain or loss rates will equal the difference between the U.S. Dollar value of the principal amount of the Rated Note when payment is received or a Rated Note is disposed of (determined by the U.S. Dollar spot rate for Euro on that date) and the U.S. Dollar value of principal amount of the Rated Note on the date the Rated Note was acquired (determined by the U.S. Dollar spot rate for Euro on the date of acquisition). Such exchange gain or loss will be recognised only to the extent of the total gain or loss realised by the U.S. Holder

on the sale, exchange, redemption, retirement or other taxable disposition of such Rated Note. Any exchange gain or loss will be treated as ordinary income or loss, but generally will not be treated as an adjustment to interest income, and will generally be treated as U.S. source income or loss.

As a result of the uncertainty regarding the U.S. federal income tax consequences to U.S. Holders with respect to the Rated Notes and the complexity of the foregoing rules, each U.S. Holder of a Rated Note is urged to consult its own tax advisor regarding the U.S. federal income tax consequences to the Holder of the purchase, ownership and disposition of the Note.

Alternative Characterisation of the Rated Notes

There is some uncertainty regarding the appropriate classification of instruments such as the Rated Notes. It is possible, for example, that the Internal Revenue Service may contend that a Class of Rated Notes should be treated as equity interests in the Issuer.

Such a recharacterisation may result in material adverse U.S. federal income tax consequences to U.S. Holders. If U.S. Holders of a Class of the Rated Notes were treated as owning equity interests in the Issuer, the U.S. federal income tax consequences to U.S. Holders of such recharacterised Rated Notes generally would be as described under “Tax Treatment of U.S. Holders of Subordinated Notes”, “Transfer Reporting Requirements” and “Tax Return Disclosure and Investor List Requirements”. In order to avoid the application of the PFIC rules, each U.S. Holder of a Class E Note or Class F Note should consider whether to make a qualified electing fund election provided in Section 1295 of the Code on a “protective” basis (although such protective election may not be respected by the Internal Revenue Service because current Regulations do not specifically authorise a protective election). See “Tax Treatment of U.S. Holders of Subordinated Notes”. Upon the request of any U.S. Holder of Class E or Class F Notes (and at such Noteholder’s expense), the Issuer will provide, to the extent reasonably able to do so, information to file such protective election. Further, U.S. Holders should consult with their own tax advisors with respect to whether, if they owned equity in the Issuer, they would be required to file information returns in accordance with sections 6038, 6038B, and 6046 of the Code (and, if so, whether they should file such returns on a protective basis).

Tax Treatment of U.S. Holders of Subordinated Notes

The Subordinated Notes are likely to be treated as equity for U.S. federal income tax purposes and the balance of the discussion below assumes such treatment. Subject to the passive foreign investment company rules and the controlled foreign corporation rules discussed below, a U.S. Holder of Subordinated Notes generally would be required to treat distributions received with respect to such Notes as dividend income. Except as otherwise required by the rules discussed below, gain or loss on the sale or other disposition of Subordinated Notes generally would be capital gain or loss. If a U.S. Holder of Subordinated Notes designates a portion of any distribution to it as a Contribution amount, it nonetheless will be treated for U.S. federal income tax purposes as though that portion has been distributed.

The Issuer will be a passive foreign investment company (a “PFIC”) for U.S. federal income tax purposes. Because the Issuer will be a PFIC, a U.S. Holder of Subordinated Notes will be subject to additional tax on “excess distributions” received with respect to the Subordinated Notes or gains realised on the disposition of such Subordinated Notes. A U.S. Holder will have an excess distribution if distributions during any tax year exceed 125% of the average amount received during the three preceding tax years (or, if shorter, the U.S. Holder’s holding period). A U.S. Holder may realise gain on a Subordinated Note not only through a sale or other disposition, but also by pledging the Subordinated Note as security for a loan or entering into certain constructive disposition transactions. To compute the tax on an excess distribution or any gain, (i) the excess distribution or gain is allocated ratably over the U.S. Holder’s holding period, (ii) the amount allocated to the current tax year is taxed as ordinary income, and (iii) the amount allocated to each previous tax year is taxed at the highest applicable marginal rate in effect for that year and an interest charge (which generally is non-deductible for non-corporate holders) is imposed to recover the deemed benefit from the deferred payment of the tax. These rules effectively prevent a U.S. Holder from treating the gain realised on the disposition of the Subordinated Notes as capital gain.

A U.S. Holder of Subordinated Notes may wish to avoid the adverse tax consequences just described by making an election to treat the Issuer as a qualified electing fund (“QEF”). If the U.S. Holder has made a QEF election, the holder will be required to include in gross income each year (i) as ordinary income, its pro rata share of the Issuer’s earnings and profits in excess of net capital gains and (ii) as long-term capital gains, its pro rata share of the Issuer’s net capital gains, in each case, whether or not the Issuer actually makes any distribution. The amounts recognised by a U.S. Holder making a QEF election generally are treated as income from sources outside the United States. If, however, U.S. Holders hold at least half of the Subordinated Notes, a percentage of those amounts equal to the proportion of its income that the Issuer receives from U.S. sources will be U.S. source income for the U.S. Holders for purposes of computing a U.S. Holder’s foreign tax credit limitation. Because such amounts are subject to tax currently as income of the U.S. Holder, the amounts recognised will not be subject to tax when they are distributed to a U.S. Holder. An electing U.S. Holder’s basis in the Subordinated Notes will be increased by any amounts included in income currently as described above and decreased by any amounts not subjected to tax at the time of distribution.

As discussed above, a U.S. Holder that makes a QEF election will be required to include in income currently its pro rata share of the Issuer’s earnings and profits (computed based on federal income tax principles) whether or not the Issuer actually distributes earnings. Accordingly, in a number of circumstances a U.S. Holder could be required to include amounts in taxable income in excess of the cash distribution they are actually entitled to receive on the Subordinated Notes. For example, the use of investment proceeds to fund reserves or pay down debt could cause a U.S. Holder to recognise income in excess of amounts it actually receives. In addition, the Issuer’s income from an investment for federal income tax purposes may exceed the amount it actually receives. It is also uncertain how to determine a U.S. Holder’s pro rata share where there are multiple Classes of Subordinated Notes, such as the Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes. It is therefore possible that U.S. Holders of the Class M-1 Subordinated Notes may be required to include amounts in income that substantially exceed the fixed coupon on the Class M-1 Subordinated Notes or, conversely, that U.S. Holders of the Class M-2 Subordinated Notes may have to include income even if the Issuer’s earnings do not exceed the aggregate fixed coupon of the outstanding Class M-1 Subordinated Notes. The U.S. Holder may be able to elect to defer payment, subject to an interest charge for the deferral period (which generally is non-deductible for non-corporate holders), of the tax on income recognised on account of the QEF election. Prospective purchasers should consult their tax advisors about the advisability of making the QEF election, protective QEF election (for any Class of Notes that may be recharacterised as equity) and deferred payment election.

In general, a QEF election should be made on or before the due date for filing a U.S. Holder’s federal income tax return for the first taxable year for which it holds a Subordinated Note. The QEF election is effective only if certain required information is made available by the Issuer. The Issuer will undertake to comply with the Internal Revenue Service information requirements necessary to be a QEF, which will permit U.S. Holders of Subordinated Notes to make the QEF election with respect to the Issuer. Nonetheless, there can be no assurance that such information will be available or presented. Investors are urged to consult their tax advisors regarding the possible consequences to them in the event that the information necessary for the Issuer to be treated as a QEF is not provided. Where a QEF election is not timely made by a U.S. Holder for the year in which it acquired its Subordinated Notes, but is made for a later year, the excess distribution rules can be avoided by making an election to recognise gain from a deemed sale of such Notes at the time when the QEF election becomes effective.

If the Issuer holds securities treated as equity for U.S. federal income tax purposes of another PFIC (an “equity PFIC”), a U.S. Holder of the Subordinated Notes that wants to avoid the application of the excess distribution rules (described above) with respect to its indirect interest in that equity PFIC will have to make a separate QEF election with respect to that equity PFIC. In that case, the Issuer will provide on request, to the extent it receives it, the information needed for U.S. Holders to make the QEF election. That information may not, however, be available to the Issuer. U.S. Holders should consult their own tax advisors with respect to the tax consequences of such a situation.

The Issuer also may be a controlled foreign corporation (a “CFC”) if U.S. Holders that each own (directly, indirectly, or by attribution) at least 10% of the Issuer’s voting shares (each a “U.S. 10% Shareholder”) together own more than half of such voting shares. It is not entirely clear whether the Subordinated Notes would be treated

as voting shares for this purpose. If the Issuer is a CFC for at least 30 consecutive days during its taxable year, a U.S. Holder that is a U.S. 10% Shareholder on the last day of the Issuer's taxable year will be required to recognise ordinary income equal to its pro rata share of the Issuer's earnings (including both ordinary earnings and capital gains) for the tax year, whether or not the Issuer makes a distribution. The income will be treated as income from sources within the United States to the extent derived by the Issuer from U.S. sources for purposes of computing a U.S. Holder's foreign tax credit limitation. Earnings subjected to tax currently as income of the U.S. Holder will not be taxed again when they are distributed to the U.S. Holder. A U.S. Holder's basis in such Subordinated Notes is increased by any amounts included in income currently as described above and decreased by any amounts not subjected to tax at the time of distribution. If the Issuer is a CFC, (i) the Issuer would incur U.S. withholding tax on interest received from a related U.S. person and (ii) certain other restrictions may apply. Subject to a special limitation in the case of individual U.S. Holders that have held such Subordinated Notes for more than one year, gain from disposition of a Subordinated Note by a U.S. Holder that is or recently was a U.S. 10% Shareholder will be treated as ordinary dividend income to the extent the Issuer has accumulated earnings and profits attributable to the Subordinated Note while it is held by that holder that have not previously been included in income.

The relationship among the PFIC and CFC rules and the possible consequences of those rules for a particular U.S. Holder depend upon the circumstances of the Issuer and the U.S. Holder. In general, if the Issuer is both a CFC and a PFIC, a U.S. Holder subject to the CFC rules will not be subject to the PFIC rules. Each prospective purchaser should, however, consult its tax advisor about the possible application of the PFIC and CFC rules to its particular situation.

Distributions on the Subordinated Notes

The treatment of actual distributions of cash on the Subordinated Notes, in very general terms, will vary depending on whether a U.S. Holder has made a timely QEF election as described above. See "Company Tax Treatment of U.S. Holders of Subordinated Notes". If a timely QEF election has been made, distributions should be allocated first to amounts previously taxed pursuant to the QEF election (or pursuant to the CFC rules, if applicable) and to this extent will not be taxable to U.S. Holders. Distributions in excess of amounts treated as previously taxed pursuant to a QEF election (or pursuant to the CFC rules, if applicable) will be taxable to U.S. Holders as ordinary income upon receipt to the extent of any remaining amounts of untaxed current and accumulated earnings and profits of the Issuer. Distributions in excess of any current and accumulated earnings and profits will be treated first as a non-taxable reduction to the U.S. Holder's tax basis for the Subordinated Notes to the extent thereof and then as capital gain.

In the event that a U.S. Holder does not make a timely QEF election, then except to the extent that distributions may be attributable to amounts previously taxed pursuant to the CFC rules, some or all of any distributions with respect to the Subordinated Notes may constitute excess distributions, taxable as previously described. See "Tax Treatment of U.S. Holders of Subordinated Notes". In that event, except to the extent that distributions may be attributable to amounts previously taxed to the U.S. Holder pursuant to the CFC or PFIC rules or are treated as excess distributions, distributions on the Subordinated Notes generally would be treated as dividends to the extent paid out of the Issuer's current or accumulated earnings and profits not allocated to any excess distributions, then as a non-taxable reduction to the U.S. Holder's tax basis for the Subordinated Notes to the extent thereof and then as capital gain. Dividends received from a foreign corporation generally will be treated as income from sources outside the United States for U.S. foreign tax credit limitation purposes. However, if U.S. Holders collectively own (directly or constructively) 50 per cent. or more (measured by vote or value) of the Subordinated Notes, a percentage of the dividend income equal to the proportion of the Issuer's earnings and profits from sources within the United States generally will be treated as income from sources within the United States for such purposes.

Distributions paid in Euros will be translated into a U.S. Dollar amount based on the spot rate of exchange in effect on the date of receipt whether or not the payment is converted into U.S. Dollars at that time. A U.S. Holder will recognise exchange gain or loss with respect to distributions of previously taxed amounts attributable to movements in exchange rates between the times of the deemed distributions and actual distributions, and any such exchange gain or loss will be treated as ordinary income from the same source as the associated income inclusion.

Disposition of the Subordinated Notes

In general, a U.S. Holder of a Subordinated Note will recognise a gain or loss upon the sale, exchange, redemption, retirement or other taxable disposition of a Subordinated Note equal to the difference between the amount realised and the U.S. Holder's adjusted tax basis in the Subordinated Note. Except as discussed above with respect to a PFIC for which no timely QEF election has been made, the gain or loss will be a capital gain or loss and will be a long-term capital gain or loss if the U.S. Holder held the Subordinated Notes for more than one year at the time of the disposition. In certain circumstances, U.S. Holders who are individuals may be entitled to preferential treatment for net long-term capital gains; however, the ability of U.S. Holders to offset capital losses against ordinary income is limited. Any gain recognised by a U.S. Holder on the sale, exchange, redemption, retirement or other taxable disposition of a Subordinated Note (other than, in the case of a U.S. Holder treated as a "U.S. 10% Shareholder", any gain characterised as a dividend, as discussed above) generally will be treated as from sources within the United States.

Initially, a U.S. Holder's tax basis for a Subordinated Note will equal the cost of the Subordinated Note to the U.S. Holder. The cost of a Subordinated Note to a U.S. Holder will be the U.S. Dollar value of the Euro purchase price based on the spot rate of exchange in effect on the date of purchase. Such basis will be increased by amounts taxable to such U.S. Holder by virtue of a QEF election, or by virtue of the CFC rules, as applicable, and decreased by actual distributions from the Issuer that are deemed to consist of such previously taxed amounts or are treated as a non-taxable reduction to the U.S. Holder's tax basis for the Subordinated Note (as described above). If a U.S. Holder receives Euros on the sale or other taxable disposition of a Subordinated Note, the amount realised in U.S. Dollars generally will be based on the spot rate of exchange in effect on the date of the sale or other taxable disposition.

Tax on Net Investment Income

Section 1411 of the Code imposes a 3.8% tax (in addition to other federal income taxes) on the net investment income of U.S. Holders who are individuals, estates or trusts to the extent net investment income exceeds an income threshold. Net investment income generally will include all income from the Notes.

Special rules apply in the case of a U.S. Holder of Subordinated Notes (or another Class of Rated Notes recharacterised as equity) that are not held in a business of trading financial instruments. As described above such a U.S. Holder may be taxable for regular federal income tax purposes under the PFIC or CFC rules on its share of the earnings of the Issuer as those earnings accrue to the Issuer and not when they are distributed (and in that case, such U.S. Holder's basis in such Notes is increased by the amount of earnings that have been taxed to such U.S. Holder but not distributed). Pursuant to regulations, a U.S. Holder may elect to follow a similar approach in measuring net investment income. Otherwise, earnings that are included in income for regular income tax purposes by such a U.S. Holder prior to distribution under the CFC rules or PFIC rules for QEFs generally would be included in net investment income only when distributed and the U.S. holder's basis would not be increased to reflect previously taxed undistributed earnings. The election by a U.S. Holder generally must be made for the first year in which the U.S. Holder has income from the undistributed earnings of equity interests in the CFC or QEF and is or would be subject to the tax on net investment income. The election once made would be irrevocable and would apply to the taxable year for which it is made and all subsequent taxable years, as well as to all subsequently acquired equity interests in the CFC or QEF (including if the investor exits its interests and later reinvests).

U.S. Holders, and in particular U.S. Holders of Subordinated Notes (or any other Class of Rated Notes that may be recharacterised as equity of the Issuer for U.S. federal income tax purposes), are urged to consult their tax advisors regarding the effect, if any, of Section 1411 and regulations thereunder on their investment in the Notes in their particular circumstances.

Tax Treatment of Tax-Exempt U.S. Holders

Special considerations apply to pension plans and other investors that are subject to tax only on their unrelated business taxable income ("UBTI"). A tax-exempt investor's interest income and gain from the Notes generally would not be treated as UBTI unless the investor's investment in the Notes is debt-financed. However, a tax-exempt investor in Rated Notes that also owns (directly, indirectly or by attribution) more than 50% (by vote or value) of the Issuer's equity (which would include the Subordinated Notes and any Class of Rated Notes that is

recharacterised as equity) should consider the possible application of the special UBTI rules for interest received from controlled entities. Each prospective tax-exempt investor should consult its own tax advisor regarding the tax consequences to it of an investment in the Notes.

Tax Treatment of Non-U.S. Holders of the Notes

Subject to the discussion of backup withholding and FATCA below, interest paid to a Non-U.S. Holder will not be subject to U.S. withholding tax as long as the Issuer is not engaged in a U.S. trade or business. The Issuer will receive an opinion subject to customary assumptions and qualifications to the effect that, assuming the Issuer and the Collateral Manager comply with the U.S. Investment Restrictions and other requirements of this Offering Circular, the Collateral Management Agreement and other Transaction Documents, the Issuer will not be engaged in a trade or business in the United States. Even if the Issuer were engaged in a U.S. trade or business, distributions made on the Subordinated Notes will generally be exempt, and interest paid on the Rated Notes to a Non-U.S. Holder would generally be exempt if, among other things, the beneficial owner of such Notes (a) is not a “10-percent shareholder” (under the Code) in respect of the Issuer, (b) is not a controlled foreign corporation (under the Code) related to the Issuer through equity ownership and (c) satisfies, directly or indirectly, applicable certification or documentary evidence requirements as to its non-U.S. status. In addition, interest paid to a Non-U.S. Holder will not be subject to U.S. net income tax unless the interest is effectively connected with the Non-U.S. Holder’s conduct of a trade or business within the United States.

Gain realised by a Non-U.S. Holder on the redemption or disposition of a Note will not be subject to U.S. tax unless (i) the gain is effectively connected with the holder’s conduct of a U.S. trade or business or (ii) the holder is an individual present in the United States for at least 183 days during the taxable year of disposition and certain other conditions are met. A Non-U.S. Holder will not be considered to be engaged in a trade or business within the United States solely by reason of holding Notes as capital investments for U.S. federal income tax purposes.

FATCA and the Ireland IGA

Under FATCA, the Issuer may be subject to a 30 per cent. withholding tax on U.S.-source payments it receives with respect to Collateral Debt Obligations of, and Eligible Investments in, U.S. obligors unless the Issuer complies with legislation in Ireland implementing the Ireland IGA. The Ireland IGA requires, among other things, that the Issuer collect and, in certain circumstances, provide to the Irish Revenue Commissioners (which will provide such information to the Internal Revenue Service) substantial information regarding direct and indirect holders of the Notes unless the Issuer qualifies as a Non-Reporting Irish Financial Institution (as defined in the Ireland IGA) or is otherwise entitled to an exemption under FATCA. The required information will include the name, address, TIN and certain other information with respect to holders and certain direct and indirect owners of the holders.

The Issuer intends to comply with its obligations under the Ireland IGA and FATCA more generally. The Issuer anticipates that withholding will not be imposed on payments made to the Issuer, or on payments made by the Issuer, unless the Internal Revenue Service has specifically listed the Issuer as a non-participating financial institution, the Issuer has otherwise assumed responsibility for withholding under U.S. tax law, or the Issuer is unable to comply with FATCA. In some cases, the Issuer’s ability to achieve Tax Account Reporting Rules Compliance could depend on factors outside of the Issuer’s control. For example, if an affiliate of the Issuer that is a foreign financial institution (“FFI”) that is not FATCA compliant (i.e., it fails to comply with, and is not exempted from complying with, FATCA), the Issuer itself may be prohibited from achieving compliance with FATCA. For this purpose an FFI affiliate generally is an FFI that is deemed to be part of an affiliated group that includes the Issuer (where, in general, such affiliates and the Issuer are deemed related through more than 50 per cent. ownership (by vote and value)). For example, if an FFI owns (for US federal income tax purposes) more than 50 per cent. of the Issuer’s equity and such FFI equity owner is not FATCA compliant, the Issuer may be prevented from achieving compliance with FATCA. Furthermore, if any person is deemed (for US federal income tax purposes) to own more than 50 per cent. of the equity of both (i) the Issuer and (ii) another FFI, such other FFI may be treated as an FFI affiliate of the Issuer for this purpose and, thus, if such other FFI is not FATCA compliant, the Issuer may be prevented from achieving compliance with FATCA.

Although the Issuer will not prohibit any person from holding more than 50 per cent. of the Issuer's equity, it may force the sale of all or a portion of the equity held by such a person if such holder is an FFI affiliate of the Issuer that is preventing the Issuer from achieving Tax Account Reporting Rules Compliance. For these purposes, the Issuer may sell a Holder's or 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 Tax Account Reporting Rules Compliance. Moreover, if a holder fails to provide the Issuer with correct, complete and accurate Holder Tax Reporting Information, the Issuer is authorised to (1) withhold amounts otherwise distributable to the holder, (2) to compel the holder to sell its Notes and, if the holder does not sell its Notes within 10 Business Days after notice from the Issuer, to sell the holder's Notes on behalf of the holder, and (3) assign to such Note a separate ISIN number or numbers. In addition, each holder, pursuant to the terms of its Notes, shall be deemed, by its acceptance thereof, to be obligated to indemnify the Issuer and each of the other investors from any and all damages, costs, taxes and expenses resulting from the holder's failure to provide the Issuer with appropriate tax forms and other documentation reasonably requested by the Issuer, including documentation necessary for the Issuer to comply with such law.

No assurance can be given that the Issuer will be able to take all necessary actions or that actions taken will be successful to minimise the impact of FATCA. The Issuer's ability to avoid adverse consequences under FATCA may not be within the control of the Issuer and, for example, may depend on the actions of the holder (and each foreign withholding agent (if any) in the chain of custody). The rules under FATCA or the Ireland IGA may also change in the future. Future guidance may subject payments on Notes to a withholding tax of 30% if each FFI that holds any such Note, or any intermediary through which any such Note is held, has not entered into an information reporting agreement with the Internal Revenue Service under FATCA or complied with the terms of a relevant intergovernmental agreement.

If the Issuer were to move from Ireland to another jurisdiction, the Issuer would be required to enter into an agreement with the Internal Revenue Service or comply with the terms of that jurisdiction's intergovernmental agreement with the United States relating to FATCA in order to avoid the imposition of FATCA withholding. FATCA may also apply to intermediaries and Holders may be subject to withholding or forced transfers if they do not comply with similar information requests made by an intermediary (or if an intermediary otherwise fails to comply with FATCA).

Each potential purchaser of Notes should consult its own tax advisor about how FATCA might affect such prospective holder in its particular circumstance.

General Information Reporting and Backup Withholding

Information reporting to the Internal Revenue Service generally will be required with respect to payments on the Notes and proceeds of the sale of the Notes to holders other than corporations or other exempt recipients. A "backup" withholding tax will apply to those payments if such holder fails to provide certain identifying information (e.g., such holder's taxpayer identification number) to the Trustee or other paying agent. Non-U.S. Holders generally will be required to comply with applicable certification procedures to establish that they are not U.S. Holders in order to avoid the application of such information reporting requirements and backup withholding.

Backup withholding is not an additional tax. The amount of any backup withholding collected from a payment will be allowed as a credit against the recipient's U.S. federal income tax liability and may entitle the recipient to a refund, so long as the required information is properly furnished to the Internal Revenue Service.

Other Reporting Requirements

U.S. Holders, and in certain cases Non-U.S. Holders, of the Notes may be subject to other information reporting requirements as a result of their purchasing, holding or disposing of Notes. More than one reporting requirement may apply to an investor. The failure to comply with these reporting requirements may result in penalties, which may be substantial, and, in certain instances, the failure to file a required form will suspend the statute of limitations with respect to any tax return, event, or period to which such information relates. As a result, even if an investor reports all of its taxable income from its investment in Notes, if the investor fails to file a required

information return, the period during which the Internal Revenue Service can assess taxes will remain open, potentially including with respect to items that do not relate to the holder's investment in the Notes. The Issuer assumes no responsibility to advise holders or other affected parties about how to comply with generally applicable reporting requirements relevant to their purchase, ownership and disposition of Notes and purchasers of Notes are urged to consult their own tax advisors regarding these reporting requirements, including penalties that may apply for failure to comply. However, for the convenience of holders certain of the reporting requirements that may apply to the acquisition, ownership or disposition of Notes are listed below.

Specified Foreign Financial Assets (Internal Revenue Service Form 8938)

Certain U.S. Holders that own "specified foreign financial assets" with an aggregate value in excess of US\$50,000 generally are required to file an information statement along with their tax returns, currently on Form 8938, with respect to such assets. "Specified foreign financial assets" include any financial accounts held at a non-U.S. financial institution, as well as securities issued by a non-U.S. issuer that are not held in accounts maintained by financial institutions.

Reporting Requirements on Internal Revenue Service Form 926 and Internal Revenue Service Form 5471. Treasury regulations require reporting for certain transfers of property (including cash) to a foreign corporation by U.S. persons. In general, U.S. Holders who acquire Subordinated Notes (and any other Class of Rated Notes treated as equity in the Issuer) are required to file Internal Revenue Service Form 926. In addition, the Code and related Treasury regulations will require any U.S. Holder that directly or indirectly owns a significant portion of the voting power or value of the Issuer's equity (generally 10%, but in some cases more than 50%) to comply with certain additional reporting requirements (including Internal Revenue Service Form 5471). While it is unclear how the voting power of the Subordinated Notes (and any other Class of Rated Notes treated as equity in the Issuer) would be measured for this purpose, a U.S. Holder that owns less than 10% (or 50% or less, as applicable) of the Subordinated Notes and any other Class of Rated Notes treated as equity in the Issuer should not be required to file this return.

PFIC Reporting (Internal Revenue Service Form 8621)

Subject to certain exceptions, a U.S. Holder of Subordinated Notes is required to file an annual information return, currently on Form 8621, with respect to each PFIC in which it owns an interest directly or, in some cases, indirectly (including through certain pass-through entities). If the Issuer owns an interest in an equity PFIC holders of Subordinated Notes would be treated as owning a proportionate amount (by value) of the stock of such other PFIC. The Issuer will use reasonable efforts to provide each holder of Subordinated Notes with the information necessary to comply with the holder's reporting obligations with respect to such equity PFIC. These PFIC reporting requirements generally do not apply to tax-exempt U.S. holders.

Reportable Transactions Reporting (Internal Revenue Service Form 8886). Any person that is required to file a U.S. federal income tax return or U.S. federal information return and participates in a "reportable transaction" in a taxable year is required to disclose certain information on Internal Revenue Service Form 8886 (or its successor form) attached to such person's U.S. tax return for such taxable year (and also file a copy of such form with the Internal Revenue Service's Office of Tax Shelter Analysis) and to retain certain documents related to the transaction. A person that is a holder of a Subordinated Notes or any other Class of Rated Notes treated as equity in the Issuer may be considered to participate in any reportable transactions entered into by the Issuer. Although none are anticipated, the Issuer could participate in reportable transactions. Because of the status of the Issuer as a PFIC (and without regard to whether it is a CFC), a transaction in which a person claims a loss deduction in respect of the Subordinated Notes (and any other Class of Rated Notes treated as equity in the Issuer) may be considered a reportable transaction if the amount of such loss exceeds certain thresholds, regardless of whether such Subordinated Notes were purchased with cash or were otherwise held with a "qualifying basis" (as such term is defined in Internal Revenue Service Revenue Procedure 2013-11).

FBAR Reporting

U.S. Holders, and Non-U.S. Holders with certain minimum contacts with the United States, of Subordinated Notes (or any other Classes of Rated Notes treated as equity in the Issuer) may be required to report certain information on U.S. Treasury Form FinCEN Report 114 or successor form (the “FBAR”) for any calendar year in which they hold such Notes. The FBAR must be received by the U.S. Treasury by April 15 to report on accounts in the preceding calendar year, is not filed as part of an annual tax return, and the reporting requirements thereunder are not governed by the Code.

THE DISCUSSION ABOVE IS A GENERAL SUMMARY. IT DOES NOT COVER ALL TAX MATTERS THAT MAY BE OF IMPORTANCE TO A PARTICULAR HOLDER. EACH PROSPECTIVE HOLDER IS STRONGLY URGED TO CONSULT ITS OWN TAX ADVISER ABOUT THE TAX CONSEQUENCES OF AN INVESTMENT IN THE NOTES UNDER THE HOLDER’S OWN CIRCUMSTANCES.

CERTAIN ERISA CONSIDERATIONS

ERISA imposes certain requirements on “employee benefit plans” subject thereto, including entities (such as collective investment funds, insurance company separate accounts and some insurance company general accounts) the underlying assets of which include the assets of such plans (collectively, “**ERISA Plans**”), and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA’s general fiduciary requirements, including the requirement of prudence, diversification and investments being made in accordance with the documents governing the plan. The prudence of a particular investment must be determined by the responsible fiduciary of an ERISA Plan by taking into account the ERISA Plan’s particular circumstances and all of the facts and circumstances of the investment.

Section 406 of ERISA and Section 4975 of the Code prohibit certain transactions involving the assets of an ERISA Plan, as well as assets of those plans that are not subject to ERISA but which are subject to Section 4975 of the Code, such as individual retirement accounts and so-called “Keogh” plans, and entities the underlying assets of which include the assets of such plans (together with ERISA Plans, “**Plans**”) and certain persons (referred to as “parties in interest” under ERISA or “disqualified persons” under the Code (collectively, “**Parties in Interest**” and each a “**Party in Interest**”)) having certain relationships to such Plans, unless a statutory or administrative exception or exemption is applicable to the transaction. A Party in Interest who engages in a prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code and the transaction may have to be rescinded at significant cost to the Issuer.

Governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA) and non-U.S. plans (as described in Section 4(b)(4) of ERISA), while not subject to the fiduciary responsibility or prohibited transaction provisions of ERISA or the provisions of Section 4975 of the Code, may nevertheless be subject to substantially similar rules under Federal, state, local or non-U.S. laws, and may be subject to the prohibited transaction rules of Section 503 of the Code.

Under ERISA and a regulation issued by the United States Department of Labor (29 C.F.R. Section 2510.3 101, as modified by Section 3(42) of ERISA, the “**Plan Asset Regulation**”), if a Plan invests in an “equity interest” of an entity that is neither a “publicly offered security” nor a security issued by an investment company registered under the Investment Company Act of 1940, the Plan’s assets are deemed to include both the equity interest and an undivided interest in each of the entity’s underlying assets, unless it is established (a) that the entity is an “operating company,” as that term is defined in the Plan Asset Regulation, or (b) that less than 25 per cent. of the total value of each class of equity interest in the entity, disregarding the value of any equity interests held by persons (other than Benefit Plan Investors) with discretionary authority or control over the assets of the entity or who provide investment advice for a fee with respect to such assets (such as the Collateral Manager), and their respective Affiliates (each a “**Controlling Person**”), is held by Benefit Plan Investors (the “**25 per cent. Limitation**”). A “**Benefit Plan Investor**” means (1) an employee benefit plan (as defined in Section 3(3) of ERISA), subject to the provisions of part 4 of Subtitle B of Title I of ERISA, (2) a plan to which Section 4975 of the Code applies, or (3) any entity whose underlying assets include plan assets by reason of such an employee benefit plan or plan’s investment in such entity.

If the underlying assets of the Issuer are deemed to be Plan assets, the obligations and other responsibilities of Plan sponsors, Plan fiduciaries and Plan administrators, and of Parties in Interest, under Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code, as applicable, may be expanded, and there may be an increase in their exposure to liability under these and other provisions of ERISA and the Code. In addition, various providers of fiduciary or other services to the entity, and any other parties with authority or control with respect to the Issuer, could be deemed to be Plan fiduciaries or otherwise parties in interest or disqualified persons by virtue of their provision of such services (and there could be an improper delegation of authority to such providers).

The Plan Asset Regulation defines an “equity interest” as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and that has no substantial equity features. Although it is not free from doubt, the Class A Notes, Class B Notes, Class C Notes and Class D Notes offered hereby will be treated by the Issuer as indebtedness with no substantial equity features for purposes of ERISA. However, the characteristics

of the Class E Notes, the Class F Notes and the Subordinated Notes for purposes of the Plan Asset Regulation are less certain. The Class E Notes, the Class F Notes and the Subordinated Notes may be considered “equity interests” for purposes of the Plan Asset Regulation. Accordingly, the Issuer intends to limit investments by Benefit Plan Investors in such Class E Notes, Class F Notes and Subordinated Notes. In reliance on representations made by investors in the Class E Notes, the Class F Notes and the Subordinated Notes, the Issuer intends to limit investment by Benefit Plan Investors in each of the Class E Notes, the Class F Notes and the Subordinated Notes to less than 25 per cent. of the total value of each of the Class E Notes, the Class F Notes and the Subordinated Notes at all times (excluding for purposes of such calculation Class E Notes, Class F Notes and Subordinated Notes held by a Controlling Person). Each prospective purchaser (including a transferee) of a Class E Note, a Class F Note or a Subordinated Note will be required to make certain representations regarding its status as a Benefit Plan Investor and Controlling Person and other ERISA matters as described under the “*Transfer Restrictions*” section of this Offering Circular. No Class E Notes, Class F Notes or Subordinated Notes will be sold or transferred to purchasers that have represented that they are Benefit Plan Investors or Controlling Persons to the extent that such sale may result in Benefit Plan Investors owning 25 per cent. or more of the Class E Notes, the Class F Notes or the Subordinated Notes (determined separately by class and in accordance with Section 3(42) of ERISA, the Plan Asset Regulation and the Trust Deed). Except as otherwise provided by the Plan Asset Regulation, each Class E Note, Class F Note or Subordinated Note held by persons that have represented that they are Controlling Persons will be disregarded and will not be treated as outstanding for purposes of determining compliance with such 25 per cent. Limitation.

It is possible that an investment in any of the Notes by a Benefit Plan Investor (or with the use of the assets of a Benefit Plan Investor) could be treated as a prohibited transaction under ERISA and/or Section 4975 of the Code. Such a prohibited transaction, however, may be subject to a statutory or administrative exemption. Even if an exemption were to apply, such exemption may not, however, apply to all of the transactions that could be deemed prohibited transactions in connection with an investment in the Notes by a Benefit Plan Investor.

Each of the Issuer, the Placement Agent, the Collateral Manager, or their respective Affiliates may be the sponsor of, or investment adviser with respect to, one or more Plans. Because such parties may receive certain benefits in connection with the sale of the Notes to such Plans, whether or not the Notes are treated as equity interests in the Issuer, the purchase of such Notes using the assets of a Plan over which any of such parties has investment authority might be deemed to be a violation of the prohibited transaction rules of ERISA and/or Section 4975 of the Code for which no exemption may be available. Accordingly, the Notes, may not be acquired using the assets of any Plan if any of the Issuer, the Placement Agent, the Collateral Manager or their respective affiliates has investment authority with respect to such assets (except to the extent (if any) that a favourable statutory or administrative exemption or exception applies or the transaction is not otherwise prohibited).

It should be noted that an insurance company’s general account may be deemed to include assets of Plans under certain circumstances, for example, where a Plan purchases an annuity contract issued by such an insurance company, based on the reasoning of the United States Supreme Court in *John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank*, 510 U.S. 86 (1993). An insurance company considering the purchase of Notes with assets of its general account should consider such purchase and the insurance company’s ability to make the representations described above in light of *John Hancock Mutual Life Ins. Co. v. Harris Trust and Savings Bank*, Section 401(c) of ERISA and a regulation promulgated by the U.S. Department of Labor under that Section of ERISA, 29 C.F.R. Section 2550.401c-1.

If you are a purchaser or transferee of a Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note, you will be deemed to have represented, warranted and agreed that (i) either (A) you are not acting on behalf of (and for so long as you hold any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any federal, state, local or non-U.S. law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code (“**Other Plan Law**”), and no part of the assets to be used by you to acquire or hold such Notes or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) your acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or

Section 4975 of the Code, or, in the case of a governmental, church, non-U.S. or other Plan, a non-exempt violation of any Other Plan Law, and (ii) you will not sell or transfer such Note (or interest therein) to a transferee acquiring such Notes (or interests therein) unless the transferee makes the foregoing representations, warranties and agreements described in clause (i) hereof.

If you are a purchaser or transferee of a Class E Note, Class F Note, or Subordinated Note in the form of a Regulation S Global Certificate or a Rule 144A Global Certificate, (i) you will be deemed to represent, warrant and agree that (A) you are not, and are not acting on behalf of (and for so long as you hold any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person unless you receive the written consent of the Issuer, provide an ERISA certificate (substantially in the form of Annex A (Form of ERISA Certificate)) to the Issuer as to your status as a Benefit Plan Investor or Controlling Person and hold such Note in the form of a Definitive Certificate (other than in the case of the Collateral Manager, provided that it has given an ERISA certificate (substantially in the form of Annex A (Form of ERISA Certificate)) to the Issuer, or as otherwise permitted in writing by the Issuer with respect to any Class E Note, Class F Note and Subordinated Note acquired by it, the Collateral Manager may hold such Notes in the form of a Regulation S Global Certificate or a Rule 144A Global Certificate), and (B) (1) if you are, or are acting on behalf of, a Benefit Plan Investor, your acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (2) if you are a governmental, church, non-U.S. or other plan, (a) you are not, and for so long as you hold such Note or interest therein will not be, subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Collateral Manager (or other persons responsible for the investment and operation of the Issuer's assets) to Other Plan Law ("**Similar Law**") and (b) your acquisition, holding and disposition of such Note will not constitute or result in a non-exempt violation of any Other Plan Law and (ii) you will agree to certain transfer restrictions regarding your interest in such Note.

If you are a purchaser or transferee of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Definitive Certificate or a Regulation S Definitive Certificate, (i) you will be required to represent and warrant in writing to the Issuer that (A) you are not, and are not acting on behalf of (and for so long as you hold any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person unless you receive the written consent of the Issuer, provide an ERISA certificate (substantially in the form of Annex A (*Form of ERISA Certificate*)) to the Issuer as to your status as a Benefit Plan Investor or Controlling Person and hold such Note in the form of a Definitive Certificate and (B) (1) if you are, or are acting on behalf of, a Benefit Plan Investor, your acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (2) if you are a governmental, church, non-U.S. or other plan, (a) you are not, and for so long as you hold such Note or interest therein will not be, subject to any Similar Law and (b) your acquisition, holding and disposition of such Note will not constitute or result in a non-exempt violation of any Other Plan Law and (ii) you will agree to certain transfer restrictions regarding your interest in such Note.

No transfer of an interest in the Class E Notes, Class F Notes, Class M-1 Subordinated Notes or the Class M-2 Subordinated Notes will be permitted or recognized if it would cause the 25 per cent. Limitation described above to be exceeded with respect to the Class E Notes, Class F Notes, Class M-1 Subordinated Notes or the Class M-2 Subordinated Notes.

Any Plan fiduciary considering whether to acquire a Note on behalf of a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code should consult with its counsel regarding the potential consequences of such investment, the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Code and/or similar provisions of Other Plan Law, and the scope of any available exemption relating to such investment.

The sale of Notes to a Plan or an employee benefit plan not subject to ERISA or Section 4975 of the Code is in no respect a representation or warranty by the Issuer, or any other person that this investment meets all relevant legal requirements with respect to investments by Plans or such other plans generally or any particular plan, that any

prohibited transaction exemption would apply to the acquisition, holding, or disposition of this investment by such plans in general or any particular plan, or that this investment is appropriate for such plans generally or any particular plan.

PLAN OF DISTRIBUTION

The following section consists of a summary of certain provisions of the Placement Agency Agreement which does not purport to be complete and is qualified by reference to the detailed provisions of such agreements.

Subscription and Placement

Goldman Sachs International (in its capacity as Placement Agent, the “**Placement Agent**”) has agreed with the Issuer, subject to the satisfaction of certain conditions, to facilitate the sale by the Issuer of each Class of Notes (other than the Retention Notes and the Class M-2 Subordinated Notes) (the “**Placed Notes**”) to investors with the initial placement of each Class of Notes (other than the Retention Notes and the Class M-2 Subordinated Notes) pursuant to the Placement Agency Agreement. Pursuant to the terms of the Placement Agency Agreement the Issuer has also granted an indemnity to the Placement Agent. The Placement Agency Agreement entitles the Placement Agent to terminate it in certain circumstances prior to payment being made to the Issuer.

The Retention Holder and CVC Credit Partners Global CLO Management Limited have agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe for the Retention Notes and the Class M-2 Subordinated Notes respectively pursuant to the Note Purchase Agreement. The obligations of the Retention Holder and CVC Credit Partners Global CLO Management Limited to purchase and pay for the Retention Notes and the Class M-2 Subordinated Notes respectively shall be subject to certain conditions.

The Placement Agent may offer the Placed Notes and the Issuer may offer the Retention Notes and the Class M-2 Subordinated Notes in each case, at prices as may be negotiated at the time of sale which may vary among different purchasers.

No action has been or will be taken by the Issuer or the Placement Agent that would permit a public offering of the Notes or possession or distribution of this Offering Circular or any other offering material in relation to the Notes in any jurisdiction where action for the purpose is required. No offers, sales or deliveries of any Notes, or distribution of this Offering Circular or any other offering material relating to the Notes, may be made in or from any jurisdiction, except in circumstances which will result in compliance with any applicable laws and regulations and will not impose any obligations on the Issuer or the Placement Agent.

The Notes have not been and will not be registered under the Securities Act and may not be offered, sold or delivered within the United States or to, or for the account or benefit of, U.S. Persons or to U.S. Residents except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act and in the manner so as not to require the registration of the Issuer as an “investment company” pursuant to the Investment Company Act.

The Issuer has been advised that the Placement Agent proposes to offer and place the Placed Notes (a) to non-U.S. Persons in offshore transactions in reliance on Regulation S and in accordance with applicable law and (b) to U.S. Persons (directly or through its U.S. broker dealer Affiliate) in reliance on Rule 144A only to or for their own account or for the accounts of QIBs/QPs.

The Notes sold in reliance on Rule 144A will be issued in Minimum Denominations of €250,000 and Authorised Integral Amounts of €1,000 in excess thereof. Any offer or sale of Rule 144A Notes in reliance on Rule 144A will be made by broker dealers who are registered as such under the Exchange Act. After the Notes are released for sale, the offering price and other selling terms may from time to time be varied by the Placement Agent.

The Placement Agent has acknowledged and agreed that it will not offer, sell or deliver any Regulation S Notes to, or for the account or benefit of, any U.S. Person or U.S. Resident as part of their distribution at any time and that it will send to each distributor, dealer or person receiving a selling concession, fee or other remuneration to which it sells Regulation S Notes a confirmation or other notice setting forth the prohibition on offers and sales of the Regulation S Notes within the United States or to, or for the account or benefit of, any U.S. Person or U.S. Resident.

This Offering Circular has been prepared by the Issuer for use in connection with the offer and sale of the Notes and for the listing of the Notes of each Class on the Main Securities Market of the Irish Stock Exchange. The Issuer and the Placement Agent reserve the right to reject any offer to purchase, in whole or in part, for any reason, or to sell less than the principal amount of Notes which may be offered. This Offering Circular does not constitute an offer to any person in the United States or to any U.S. Person. Distribution of this Offering Circular to any such U.S. Person or to any person within the United States, other than in accordance with the procedures described above, is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

The Placement Agent has represented and agreed that:

- (a) **United Kingdom:** The Placement Agent, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, has represented and agreed that:
 - (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (“FSMA”)) received by it in connection with the issue or sale of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
 - (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Notes in, from or otherwise involving the United Kingdom.
- (b) **European Economic Area:** In relation to each member state of the European Economic Area which has implemented the Prospectus Directive (each, a “**Relevant Member State**”) the Placement Agent has represented and agreed that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the “**Relevant Implementation Date**”) it has not made and will not make an offer of Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of the Notes to the public in that Relevant Member State at any time:
 - (i) to any legal entity which is a qualified investor as defined in the Prospectus Directive;
 - (ii) to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the relevant dealer or dealers nominated by the Issuer for any such offer; or
 - (iii) in any other circumstances falling within Article 3(2) of the Prospectus Directive, **provided that** no such offer of Notes shall require the publication by the Issuer or any other entity of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an “**offer of the Notes to the public**” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that EU member state by any measure implementing the Prospectus Directive in that EU member state and the expression “**Prospectus Directive**” means Directive 2003/71/EC of the European Parliament and of the Council of 4 November 2003 (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression 2010 PD Amending Directive means Directive 2010/73/EU.

- (c) **United States:**

- (i) The Placement Agent understands that the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S) except with respect to the Rule 144A Notes only, to a person that is a QIB/QP in reliance on Rule 144A, or pursuant to any other exemption from the registration requirements of the Securities Act.
- (ii) The Placement Agent represents, warrants and agrees that:
 - (I) it is a QIB/QP and that it has not offered or sold, and will not offer or sell, any Notes constituting part of its allotment within the United States or to, or for the account or benefit of, U.S. Persons except to persons (including any other distributor and any dealers) that are or that it reasonably believes are QIB/QPs, in reliance on Rule 144A;
 - (II) it has sold the Regulation S Notes, and will offer and sell the Regulation S Notes, (x) as part of their distribution at any time and (y) otherwise until 40 days after the later of the commencement of the offering and the Issue Date (the “**distribution compliance period**”), only in accordance with Rule 903 of Regulation S, and it agrees that, at or prior to confirmation of any sale of Regulation S Notes, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Notes from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The securities covered hereby have not been registered under the U.S. Securities Act of 1933, as amended (the Securities Act), and may not be offered and sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with Regulation S (or Rule 144A if available) under the Securities Act. Terms used above have the meaning given to them by Regulation S.”
 - (III) neither it, its affiliates nor any persons acting on its or their behalf have engaged or will engage in any directed selling efforts (within the meaning of Regulation S) with respect to the Regulation S Notes, and it and they have complied and will comply with the offering restrictions requirement of Regulation S;
 - (IV) neither it, its affiliates, nor any persons acting on its or their behalf have engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Rule 502(c) under the Securities Act) in connection with any offer or sale of the Notes in the United States; and
 - (V) any offers or sale of the Notes made in the United States will be made by a registered broker-dealer which may include Affiliates of the Placement Agent, who are registered as U.S. broker-dealers under the Exchange Act.
- (d) **Ireland:** The Placement Agent has represented and agreed that:
 - (i) it has not and will not underwrite the issue of; or place the Notes otherwise than in conformity with the provisions of S.I. No. 60 of 2007 European Communities (Markets in Financial Instruments) Regulations 2007 (Nos. 1 to 3) (as amended), and any codes of conduct or rules issued in connection therewith and any conditions or requirements, or other enactments, imposed or approved by the Central Bank of Ireland, and the provisions of the Investor Compensation Act 1998 (as amended);
 - (ii) it has not and will not underwrite the issue of, or place, the Notes, otherwise than in conformity with the provisions of the Irish Central Bank Acts 1942 to 2015 and any codes of practice made under Section 117(1) of the Irish Central Bank Act 1989 (as amended) or any regulations made pursuant to Part 8 of the Central Bank (Supervision and Enforcement) Act 2013 (as amended);

- (iii) it has not and will not underwrite the issue of, or place, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended), the Irish Companies Act 2014 and any rules issued under Section 1363 of the Irish Companies Act 2014, by the Central Bank of Ireland; and
 - (iv) it has not and will not underwrite the issue of, or place or otherwise act in Ireland in respect of the Notes, otherwise than in conformity with the provisions of the European Union (Market Abuse) Regulations 2016, Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse and any rules issued under Section 1370 of the Irish Companies Act 2014 by the Central Bank of Ireland.
- (e) **Netherlands:** The Placement Agent has represented and agreed that it will not make an offer of the Notes which are the subject of the offering contemplated by this Offering Circular to the public in The Netherlands in reliance on Article 3(2) of the Prospectus Directive, unless such offer is made exclusively to legal entities (i) which are qualified investors (as defined in the Dutch FSA and which includes authorised discretionary asset managers acting for the account of retail investors under a discretionary investment management contract) in The Netherlands, **provided that** no such offer of Notes shall require the Issuer or the Placement Agent to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive; and (ii) which do not qualify as “public” within the meaning of Article 4(1) of CRR and the rules promulgated thereunder, as amended and any subsequent legislation replacing the CRR.
- For the purposes of this provision, the expressions (i) an “offer of Notes to the public” in relation to any Notes in The Netherlands; and (ii) “Prospectus Directive”, have the meaning given to them above in the section entitled “European Economic Area”.
- (f) **Singapore:** This Offering Circular has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this Offering Circular and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes may not be circulated or distributed, nor may the Notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 or Section 304 of the Notes and Futures Act, Chapter 289 of Singapore (the “SFA”) or (ii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.
- (g) **South Korea:** The Notes may not be offered, sold and delivered directly or indirectly, or offered or sold to any person for re-offering or resale directly or indirectly, in South Korea or to any resident of South Korea (“**South Korean Residents**”) except pursuant to the applicable laws and regulations of South Korea, including the Financial Investment Services and Capital Markets Act (“**FSCMA**”), the Foreign Exchange Transaction Law (“**FETL**”) and their subordinate decrees and regulations thereunder. The Notes may not be re-sold to South Korean Residents unless the purchaser of the Notes complies with all applicable regulatory requirements for such purchase of Notes (including but not limited to government approval or reporting requirements under the FETL and its subordinate decrees and regulations). The Notes have not been offered or sold by way of public offering under the FSCMA, nor registered with the Financial Services Commission of South Korea for public offering. None of the Notes have been or will be listed on the Korea Exchange. In the case of a transfer of the Notes to any person in South Korea during a period ending one year from the issuance date, a holder of the Notes may transfer the Notes only by transferring its entire holdings of Notes to only “accredited investors” in South Korea as referred to in Article 11(1) of the Enforcement Decree of the FSCMA.
- (h) **Taiwan:** No person or entity in Taiwan is authorised to distribute or otherwise intermediate the offering of the Notes or the provision of information relating to the Notes, including, but not limited to, this Offering Circular. The Notes may not be sold, offered or issued to Taiwan resident investors unless they are made available outside Taiwan for purchase by such investors outside Taiwan. Any subscriptions of Notes shall only become effective upon acceptance by the Issuer or the Placement Agent outside Taiwan and shall be

deemed a contract entered into in the jurisdiction of incorporation of the Issuer or Placement Agent, as the case may be, unless otherwise specified in the subscription documents relating to the Notes signed by the investors.

TRANSFER RESTRICTIONS

Because of the following restrictions, purchasers are advised to consult legal counsel prior to making any offer, resale, pledge or transfer of the Notes.

Rule 144A Notes

Each prospective purchaser of Rule 144A Notes, by accepting delivery of this Offering Circular, will or will be deemed to (as the case may be) have represented and agreed that such person acknowledges that this Offering Circular is personal to it and does not constitute an offer to any person or to the public generally to subscribe for or otherwise acquire Notes other than pursuant to Rule 144A or in offshore transactions in accordance with Regulation S. Distribution of this Offering Circular, or disclosure of any of its contents to any person other than such offeree and those persons, if any, retained to advise it with respect thereto is unauthorised and any disclosure of any of its contents, without the prior written consent of the Issuer, is prohibited.

Each purchaser of Rule 144A Notes represented by a Rule 144A Global Certificate will be deemed to have represented and agreed, and each purchaser of Rule 144A Notes represented by Definitive Certificates will be required to represent and agree, as follows:

- (a) The purchaser (i) is a QIB/QP, (ii) is aware that the sale of such Rule 144A Notes to it is being made in reliance on Rule 144A, (iii) is acquiring such Notes for its own account or for the account of a QIB and QP as to which the purchaser exercises sole investment discretion, and in a principal amount of not less than €250,000 for the purchaser and for each such account and (iv) will provide notice of the transfer restrictions described herein to any subsequent transferees.
- (b) The purchaser understands that such Rule 144A Notes have not been and will not be registered under the Securities Act, and may be reoffered, resold or pledged or otherwise transferred only (i)(x) to a person whom the purchaser reasonably believes is a QIB/QP purchasing for its own account or for the account of a QIB/QP as to which the purchaser exercises sole investment discretion in a transaction meeting the requirements of Rule 144A or (y) in an offshore transaction complying with Rule 903 or Rule 904 of Regulation S and (ii) in accordance with all applicable securities laws including the securities laws of any state of the United States. The purchaser understands that the Issuer has not been registered under the Investment Company Act. The purchaser understands that before any interest in a Rule 144A Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Notes, the Issuer is required to receive a written certification from the purchaser (in the form provided in the Trust Deed) as to compliance with the transfer restrictions described herein. The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph (b) shall be null and void ab initio.
- (c) The purchaser is not purchasing such Rule 144A Notes with a view toward the resale, distribution or other disposition thereof in violation of the Securities Act. The purchaser understands that an investment in the Rule 144A Notes involves certain risks, including the risk of loss of its entire investment in the Rule 144A Notes under certain circumstances. The purchaser has had access to such financial and other information concerning the Issuer and the Notes as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Rule 144A Notes, including an opportunity to ask questions of, and request information from, the Issuer.
- (d) In connection with the purchase of the Rule 144A Notes: (i) none of the Issuer, the Placement Agent, the Trustee, the Collateral Manager or any Agent is acting as a fiduciary or financial or investment advisor for the purchaser; (ii) the purchaser is not relying (for purposes of making any investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer, the Placement Agent, the Trustee, the Collateral Manager or any Agent other than in this Offering Circular for such Notes and any representations expressly set forth in a written agreement with such party; (iii) none of the Issuer, the Placement Agent, the Trustee, the Collateral Manager or any Agent has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the

expected or projected success, profitability return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) as to an investment in the Rule 144A Notes; (iv) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Trust Deed) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, the Placement Agent, the Trustee, the Collateral Manager or any Agent; (v) the purchaser has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the Rule 144A Notes with a full understanding of all of the risks thereof (economic and otherwise), and it is capable of assuming and willing to assume (financially and otherwise) those risks; and (vi) the purchaser is a sophisticated investor.

- (e) The purchaser and each account for which the purchaser is acquiring such Rule 144A Notes is a QP. The purchaser is acquiring the Rule 144A Notes in a principal amount of not less than €250,000. The purchaser and each such account is acquiring the Rule 144A Notes as principal for its own account for investment and not for sale in connection with any distribution thereof. The purchaser and each such account: (i) was not formed for the specific purpose of investing in the Rule 144A Notes (except when each beneficial owner of the purchaser and each such account is a QP); (ii) to the extent the purchaser is a private investment company formed before April 30, 1996, the purchaser has received the necessary consent from its beneficial owners; (iii) is not a pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants, as applicable, may designate the particular investments to be made; and (iv) 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. Further, the purchaser agrees with respect to itself and each such account that: (x) it shall not hold such Rule 144A Notes for the benefit of any other person and shall be the sole beneficial owner thereof for all purposes; (y) it shall not sell participation interests in the Rule 144A Notes or enter into any other arrangement pursuant to which any other person shall be entitled to a beneficial interest in the distributions on the Rule 144A Notes; and (z) the Rule 144A Notes purchased directly or indirectly by it constitute an investment of no more than 40 per cent. of the purchaser's and each such account's assets (except when each beneficial owner of the purchaser and each such account is a QP). The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph (e) will be of no force and effect, will be void ab initio and the Issuer will have the right to direct the purchaser to transfer its Rule 144A Notes to a Person who meets the foregoing criteria.
- (f) In respect of a purchase or transfer of a Class A Note, Class B Note, Class C Note or Class D Note, or any interest in such Note, (i) either (A) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or a governmental, church, non-U.S. or other plan which is subject to any federal, state, local or non-U.S. law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code ("**Other Plan Law**"), and no part of the assets to be used by it to acquire or hold such Note or any interest therein constitutes the assets of any Benefit Plan Investor or such governmental, church, non-U.S. or other plan, or (B) its acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or, in the case of a governmental, church, non-U.S. or other plan, a non-exempt violation of any Other Plan Law, and (ii) it will not sell or transfer such Note (or interest therein) to a transferee acquiring such Note (or interest therein) unless the transferee makes the foregoing representations, warranties and agreements described in clause (i) hereof.
- (g) In respect of a purchase or transfer of a Class E Note, Class F Note or Subordinated Note in the form of a Rule 144A Global Certificate, it will be deemed to represent, warrant and agree that (i) (A) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person unless it receives the written consent of the Issuer, provides an ERISA certificate (substantially in the form of Annex A (*Form of ERISA*

Certificate)) to the Issuer as to its status as a Benefit Plan Investor or Controlling Person and holds such Note in the form of a Definitive Certificate (other than in the case of the Collateral Manager, provided that it has given an ERISA certificate (substantially in the form of Annex A (*Form of ERISA Certificate*)) to the Issuer, or as otherwise permitted in writing by the Issuer with respect to any Class E Note, Class F Note and Subordinated Note acquired by it, the Collateral Manager may hold such Notes in the form of a Rule 144A Global Certificate) and (B) (1) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (2) if it is a governmental, church, non-U.S. or other plan, (a) it is not, and for so long as it holds such Note or interest therein will not be, subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or any interest therein) by virtue of its interest and thereby subject the Issuer or the Collateral Manager (or other persons responsible for the investment and operation of the Issuer's assets) to Other Plan Law ("**Similar Law**") and (b) its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt violation of any Other Plan Law and (ii) it will agree to certain transfer restrictions regarding its interest in such Note.

- (h) In respect of a purchase or transfer of a Class E Note, Class F Note, or Subordinated Note in the form of a Rule 144A Definitive Certificate, it will be required to represent and warrant in writing to the Issuer that (i) (A) it is not, and is not acting on behalf of (and for so long as it holds any such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person unless it receives the written consent of the Issuer, provides an ERISA certificate (substantially in the form of Annex A (*Form of ERISA Certificate*)) to the Issuer as to its status as a Benefit Plan Investor or Controlling Person and holds such Note in the form of a Definitive Certificate and (B) (1) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (2) if it is a governmental, church, non-U.S. or other plan, (a) it is not, and for so long as it holds such Note or interest therein will not be, subject to Similar Law and (b) its acquisition, holding and disposition of such Note will not constitute or result in a non-exempt violation of any Other Plan Law and (ii) it will agree to certain transfer restrictions regarding its interest in such Note.
- (i) No transfer of an interest in the Class E Notes, the Class F Notes, the Class M-1 Subordinated Notes or the Class M-2 Subordinated Notes will be permitted or recognised if it would cause the 25 per cent. Limitation described above to be exceeded with respect to the Class E Notes, the Class F Notes or the Subordinated Notes.
- (j) In respect of a purchase or transfer of a CM Voting Note, or any interest in such Note, the purchaser or transferee understands that such Note carries a right to vote with respect to matters concerning the Collateral Manager as set out in the Conditions of the Notes.
- (k) In respect of a purchase or transfer of a CM Non-Voting Exchangeable Note or a CM Non-Voting Note, or any interest in such Note, the purchaser or transferee understands that such Note does not carry a right to vote with respect to matters concerning the Collateral Manager as set out in the Conditions of the Notes.
- (l) In respect of a purchase or transfer of a CM Non-Voting Note, the purchaser or transferee understands that such Note cannot be transferred or exchanged for a CM Non-Voting Exchangeable Note or a CM Voting Note at any time.
- (m) The purchaser understands that pursuant to the terms of the Trust Deed, the Issuer has agreed that the Rule 144A Notes will be represented by one or more Rule 144A Global Certificates or Rule 144A Definitive Certificates, as applicable, and will bear the legend set forth below. The Rule 144A Notes may not at any time be held by or on behalf of, within the United States, persons, or outside the United States, U.S. Persons that are not QIB/QPs. Before any interest in a Rule 144A Global Certificate may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate, the transferor will be required to provide the Issuer with a written certification (in the form provided in the Trust Deed) as to compliance with the transfer restrictions.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “**INVESTMENT COMPANY ACT**”). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-US PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSE OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (Y) 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 AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. NEITHER U.S. PERSONS NOR U.S. RESIDENTS (AS DETERMINED FOR THE PURPOSES OF THE INVESTMENT COMPANY ACT (“**U.S. RESIDENTS**”)) MAY HOLD AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE OR A REGULATION S DEFINITIVE CERTIFICATE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE ISSUER OR ANY INTERMEDIARY. IN ADDITION TO THE FOREGOING, IN THE EVENT OF A VIOLATION OF (V) THROUGH (Z), THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED HOLDERS (AS DEFINED IN THE TRUST DEED) IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRUST DEED. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED TO ITS TRANSFEREE.

PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE ISSUER.

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT (I) EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS ANY SUCH NOTE OR INTEREST THEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE

“**CODE**”), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN’S INVESTMENT IN SUCH ENTITY (“**BENEFIT PLAN INVESTOR**”), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE (“**OTHER PLAN LAW**”), AND NO PART OF THE ASSETS TO BE USED BY IT TO ACQUIRE OR HOLD SUCH NOTE OR ANY INTEREST THEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH NOTE (OR INTEREST THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A NON-EXEMPT VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER SUCH NOTE (OR INTEREST THEREIN) TO AN ACQUIROR ACQUIRING SUCH NOTE (OR INTEREST THEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS [CLASS E NOTE] [CLASS F NOTE] [SUBORDINATED NOTE] WILL BE REQUIRED OR DEEMED TO REPRESENT AND WARRANT THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS ANY SUCH NOTE OR INTEREST THEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND HOLDS SUCH NOTE IN THE FORM OF A DEFINITIVE CERTIFICATE (OTHER THAN IN THE CASE OF THE COLLATERAL MANAGER, PROVIDED THAT IT HAS GIVEN AN ERISA CERTIFICATE (SUBSTANTIALLY IN THE FORM OF ANNEX A (FORM OF ERISA CERTIFICATE)) TO THE ISSUER, OR AS OTHERWISE PERMITTED IN WRITING BY THE ISSUER WITH RESPECT TO ANY CLASS E NOTE, CLASS F NOTE AND SUBORDINATED NOTE ACQUIRED BY IT) AND (2) (A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”), AND (B) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE COLLATERAL MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER’S ASSETS) TO LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“**SIMILAR LAW**”), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY APPLICABLE STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“**OTHER PLAN LAW**”). “**BENEFIT PLAN INVESTOR**” MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND

INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE “**PLAN ASSETS**” BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY. “**CONTROLLING PERSON**” MEANS 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. “**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. ANY PURPORTED TRANSFER OF THE [CLASS E NOTES] [CLASS F NOTES] [SUBORDINATED NOTES] IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH [CLASS E NOTES] [CLASS F NOTES] [SUBORDINATED NOTES] TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A [CLASS E NOTE] [CLASS F NOTE] [SUBORDINATED NOTE] OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER WILL NOT RECOGNIZE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE [CLASS E NOTES] [CLASS F NOTES] [CLASS M-1 SUBORDINATED NOTES] [CLASS M-2 SUBORDINATED NOTES] (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING [CLASS E NOTES] [CLASS F NOTES] [CLASS M-1 SUBORDINATED NOTES] [CLASS M-2 SUBORDINATED NOTES] (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS (“**25 PER CENT. LIMITATION**”).

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A [CLASS E NOTE] [CLASS F NOTE] [CLASS M-1 SUBORDINATED NOTE] [CLASS M-2 SUBORDINATED NOTE] WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE [CLASS E NOTE] [CLASS F NOTE] [CLASS M-1 SUBORDINATED NOTE] [CLASS M-2 SUBORDINATED NOTE], OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES ONLY] [[THE CLASS C NOTES] [THE CLASS D NOTES] [THE CLASS E NOTES] [THE CLASS F NOTES] WILL BE ISSUED WITH ORIGINAL ISSUE DISCOUNT (“**OID**”). THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER.]

[LEGEND TO BE INCLUDED IN RELATION TO CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM NON-VOTING EXCHANGEABLE NOTES OR CM NON-VOTING NOTES ONLY] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL NOT CARRY ANY RIGHT TO VOTE IN RESPECT OF, OR BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF VOTING ON A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

[LEGEND TO BE INCLUDED IN RELATION TO CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM VOTING NOTES ONLY] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL CARRY A RIGHT TO VOTE IN RESPECT OF, AND BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF VOTING ON A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN 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.

- (n) Prospective purchasers are hereby notified that sellers of the Notes may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.
- (o) Each holder and beneficial owner of a Rule 144A Note, by acceptance of its Rule 144A Note or its interest in a Note, shall be deemed to understand and acknowledge that failure to provide the Issuer, the Trustee, the Registrar or any Paying Agent with the applicable U.S. federal income tax certifications (generally, a U.S. Internal Revenue Service Form W-9 (or successor applicable 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 an appropriate U.S. Internal Revenue Service Form W-8 (or successor applicable form) in the case of a person that is not a **"United States person"** within the meaning of Section 7701(a)(30) of the Code) may result in U.S. federal back up withholding from payments in respect of such Note.
- (p) With respect to purchasers of Class E, Class F and Subordinated Notes, if the purchaser is not a United States person (as defined in Section 7701(a)(30) of the Code), such purchaser (A) either (i) is not a bank (within the meaning of Section 881(c)(3)(A) of the Code) or (ii) has provided an Internal Revenue Service Form W-8BEN-E representing that the purchaser is eligible for benefits under an income tax treaty with the United States that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the United States or (iii) has provided an Internal Revenue Service 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 and (B) such purchaser is not purchasing the Notes in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan within the meaning of U.S. Treasury Regulation Section 1.881-3.
- (q) The purchaser agrees to provide the Issuer any information reasonably requested and necessary (in the sole determination of the Issuer) for the Issuer (or its agent) in order to permit the Issuer to achieve Tax Account Reporting Rules Compliance. It understands and acknowledges that the Issuer or an agent may provide such information and any other information concerning its investment in the Notes to the U.S. Internal Revenue Service and any other applicable non-U.S. taxing authority.
- (r) In relation to each holder and beneficial owner of Subordinated Notes that (i) owns more than 50 per cent. of the Subordinated Notes by value or (2) is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5(i)(2)), such holder and beneficial owner represents, or by acquiring such Note or an interest therein will be deemed to represent, that it will (A) confirm that any member of such expanded affiliated group (assuming that the Issuer is a "registered deemed-compliant FFI" within the meaning of Treasury regulations section 1.1471-5(f)(1)) 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 either a "participating FFI", a "registered deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of Treasury regulations section 1.1471-4(e), and (B) 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(e), in each

case except to the extent that the Issuer or its agents have provided such purchaser with an express waiver of this requirement.

- (s) The purchaser understands and acknowledges that the Issuer has the right, under the Trust Deed, (1) to compel any beneficial owner of an interest in the Notes that fails to comply with the requirements of clause (q) above or whose holding prevents the Issuer from complying with Tax Account Reporting Rules or if the Issuer otherwise reasonably determines such purchaser's acquisition or holding of an interest in such a Note would cause the Issuer to be unable to achieve Tax Account Reporting Rules Compliance, to sell its interest in such Notes (other than the Retention Notes), or may sell such interest on behalf of such owner and (2) to make any amendments to the Trust Deed to enable the Issuer to achieve Tax Account Reporting Rules Compliance.
- (t) The purchaser understands and acknowledges that the Issuer has the right, under the Conditions, to withhold 30 per cent. on all payments made to any beneficial owner of an interest in the Notes that fails to comply with the requirements of clause (q) above.
- (u) Each person acquiring or holding this note or any interest herein 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.
- (v) Each holder and each beneficial owner of a Subordinated Note, by acceptance of such Note, or its interest in such Note, as the case may be, shall be deemed to have agreed to treat, and shall treat, such note as equity for U.S. federal income tax purposes except as required by applicable law.
- (w) Each holder and each beneficial owner of a Rated Note, by acceptance of such Note, or its interest in such Note, as the case may be, shall be deemed to have agreed to treat, and shall treat, such note as debt for U.S. federal income tax purposes except as required by applicable law.
- (x) No purchase or transfer of a Class E Note, a Class F Note or a Subordinated Note in the form of a Definitive Certificate will be recorded or otherwise recognized unless the purchaser or transferee has provided the Issuer with a certificate substantially in the form of Annex A hereto.
- (y) The purchaser understands and acknowledges that the Issuer has the right under the Trust Deed to compel any Non-Permitted Holder or Non-Permitted ERISA Holder to sell its interest in the Notes, or may sell such interest in its Notes on behalf of such Non-Permitted Holder or Non-Permitted ERISA Holder.
- (z) The purchaser acknowledges that the Issuer, the Placement Agent, the Retention Holder, the Trustee, the Collateral Manager and the Collateral Administrator and their agents and Affiliates, and others, will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Regulation S Notes

Each purchaser of Regulation S Notes will be deemed to have made the representations set forth in clauses (d), (f) through (l) (inclusive) and (o) through (y) (inclusive) above (except that references to Rule 144A Notes shall be deemed to be references to Regulation S Notes) and to have further represented and agreed as follows:

- (a) The purchaser is located outside the United States and is not a U.S. Person.
- (b) The purchaser understands that the Notes have not been and will not be registered under the Securities Act and that the Issuer has not registered and will not register under the Investment Company Act. It agrees, for the benefit of the Issuer, the Placement Agent and any of their Affiliates, that, if it decides to resell, pledge or otherwise transfer such Notes (or any beneficial interest or participation therein) purchased by it, any offer, sale or transfer of such Notes (or any beneficial interest or participation therein) will be made in compliance with the Securities Act and only (i) to a person (A) it reasonably believes is a QIB purchasing for its own account or for the account of a QIB/QP in a nominal amount of not less than €250,000 for it and each such account, in a transaction that meets the requirements of Rule 144A and takes delivery in the form

of a Rule 144A Note and (B) that constitutes a QP; or (ii) to a non-U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 (as applicable) under Regulation S.

- (c) The purchaser understands that unless the Issuer determines otherwise in compliance with applicable law, such Notes will bear a legend set forth below.

THE NOTES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE UNITED STATES INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE “**INVESTMENT COMPANY ACT**”). THE HOLDER HEREOF, BY PURCHASING THE NOTES IN RESPECT OF WHICH THIS NOTE HAS BEEN ISSUED, AGREES FOR THE BENEFIT OF THE ISSUER THAT THE NOTES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, ONLY (A)(1) TO A PERSON WHOM THE SELLER REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A UNDER THE SECURITIES ACT PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A UNDER THE SECURITIES ACT, OR (2) TO A NON-US PERSON IN AN OFFSHORE TRANSACTION COMPLYING WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT AND, IN THE CASE OF CLAUSE (1), IN A PRINCIPAL AMOUNT OF NOT LESS THAN €250,000 FOR THE PURCHASER AND FOR EACH ACCOUNT FOR WHICH IT IS ACTING, AND IN EACH CASE, TO A PURCHASER THAT (V) IS A QUALIFIED PURCHASER FOR THE PURPOSE OF SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT, (W) WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE ISSUER (EXCEPT WHEN EACH BENEFICIAL OWNER OF THE PURCHASER IS A QUALIFIED PURCHASER), (X) HAS RECEIVED THE NECESSARY CONSENT FROM ITS BENEFICIAL OWNERS WHEN THE PURCHASER IS A PRIVATE INVESTMENT COMPANY FORMED BEFORE APRIL 30, 1996, (Y) 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 AND (Z) IS NOT A PENSION, PROFIT SHARING OR OTHER RETIREMENT TRUST FUND OR PLAN IN WHICH THE PARTNERS, BENEFICIARIES OR PARTICIPANTS, AS APPLICABLE, MAY DESIGNATE THE PARTICULAR INVESTMENTS TO BE MADE, AND IN A TRANSACTION THAT MAY BE EFFECTED WITHOUT LOSS OF ANY APPLICABLE INVESTMENT COMPANY ACT EXEMPTION OR IN THE CASE OF CLAUSE (2), €100,000 AND (B) IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS OF THE STATES OF THE UNITED STATES. NEITHER U.S. PERSONS NOR U.S. RESIDENTS (AS DETERMINED FOR THE PURPOSES OF THE INVESTMENT COMPANY ACT (“**U.S. RESIDENTS**”)) MAY HOLD AN INTEREST IN A REGULATION S GLOBAL CERTIFICATE OR A REGULATION S DEFINITIVE CERTIFICATE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE AND EFFECT, WILL BE VOID *AB INITIO* AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY TO THE FOREGOING, IN THE EVENT OF A VIOLATION OF (V) THROUGH (Z), THE ISSUER MAINTAINS THE RIGHT TO DIRECT THE RESALE OF ANY NOTES PREVIOUSLY TRANSFERRED TO NON-PERMITTED HOLDERS (AS DEFINED IN THE TRUST DEED) IN ACCORDANCE WITH AND SUBJECT TO THE TERMS OF THE TRUST DEED. EACH TRANSFEROR OF THIS NOTE WILL PROVIDE NOTICE OF THE TRANSFER RESTRICTIONS SET FORTH HEREIN AND IN THE TRUST DEED TO ITS TRANSFEREE. TRANSFERS OF THIS NOTE OR OF PORTIONS OF THIS NOTE SHOULD BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE TRUST DEED REFERRED TO HEREIN. PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. ANY PERSON ACQUIRING THIS NOTE MAY ASCERTAIN ITS CURRENT PRINCIPAL AMOUNT BY INQUIRY OF THE ISSUER.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES ONLY*] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED

THAT (I) EITHER (A) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS ANY SUCH NOTE OR INTEREST THEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), AN EMPLOYEE BENEFIT PLAN, AS DEFINED IN SECTION 3(3) OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”), THAT IS SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A PLAN TO WHICH SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”), APPLIES, OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN OR PLAN’S INVESTMENT IN SUCH ENTITY (“**BENEFIT PLAN INVESTOR**”), OR A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. LAW OR REGULATION THAT IS SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE (“**OTHER PLAN LAW**”), AND NO PART OF THE ASSETS TO BE USED BY IT TO ACQUIRE OR HOLD SUCH NOTE OR ANY INTEREST THEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR OR SUCH GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, OR (B) ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH NOTE (OR INTEREST THEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE, OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A NON-EXEMPT VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER SUCH NOTE (OR INTEREST THEREIN) TO AN ACQUIROR ACQUIRING SUCH NOTE (OR INTEREST THEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THE NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.]

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS [CLASS E NOTE] [CLASS F NOTE] [SUBORDINATED NOTE] WILL BE REQUIRED OR DEEMED TO REPRESENT AND WARRANT THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS ANY SUCH NOTE OR INTEREST THEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, PROVIDES AN ERISA CERTIFICATE TO THE ISSUER AS TO ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND HOLDS SUCH NOTE IN THE FORM OF A DEFINITIVE CERTIFICATE (OTHER THAN IN THE CASE OF THE COLLATERAL MANAGER, PROVIDED THAT IT HAS GIVEN AN ERISA CERTIFICATE (SUBSTANTIALLY IN THE FORM OF Annex A (FORM OF ERISA CERTIFICATE)) TO THE ISSUER, OR AS OTHERWISE PERMITTED IN WRITING BY THE ISSUER WITH RESPECT TO ANY CLASS E NOTE, CLASS F NOTE AND SUBORDINATED NOTE ACQUIRED BY IT) AND (2) (A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF SUCH NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”), AND (B) IF IT IS A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, (I) IT IS NOT, AND FOR SO LONG AS IT HOLDS THIS NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL NON-U.S. OR OTHER LAW OR REGULATION THAT COULD CAUSE THE UNDERLYING ASSETS OF THE ISSUER TO BE TREATED AS ASSETS OF THE INVESTOR IN ANY NOTE (OR INTEREST THEREIN) BY VIRTUE OF ITS INTEREST AND THEREBY SUBJECT THE ISSUER OR THE COLLATERAL MANAGER (OR OTHER PERSONS RESPONSIBLE FOR THE INVESTMENT AND OPERATION OF THE ISSUER’S ASSETS) TO LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF

SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“**SIMILAR LAW**”), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY APPLICABLE STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“**OTHER PLAN LAW**”). “**BENEFIT PLAN INVESTOR**” MEANS A BENEFIT PLAN INVESTOR, AS DEFINED IN SECTION 3(42) OF ERISA, AND INCLUDES (A) AN EMPLOYEE BENEFIT PLAN (AS DEFINED IN SECTION 3(3) OF TITLE I OF ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS OF TITLE I OF ERISA, (B) A PLAN THAT IS SUBJECT TO SECTION 4975 OF THE CODE OR (C) ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE “**PLAN ASSETS**” BY REASON OF ANY SUCH EMPLOYEE BENEFIT PLAN’S OR PLAN’S INVESTMENT IN THE ENTITY. “**CONTROLLING PERSON**” MEANS 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. “**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. ANY PURPORTED TRANSFER OF THE [CLASS E NOTES] [CLASS F NOTES] [SUBORDINATED NOTES] IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH SHALL BE NULL AND VOID *AB INITIO* AND THE ACQUIROR UNDERSTANDS THAT THE ISSUER WILL HAVE THE RIGHT TO CAUSE THE SALE OF SUCH [CLASS E NOTES] [CLASS F NOTES] [SUBORDINATED NOTES] TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF A [CLASS E NOTE] [CLASS F NOTE] [SUBORDINATED NOTE] OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE ISSUER WILL NOT RECOGNIZE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF THE [CLASS E NOTES] [CLASS F NOTES] [CLASS M-1 SUBORDINATED NOTES] [CLASS M-2 SUBORDINATED NOTES] TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING [CLASS E NOTES] [CLASS F NOTES] [CLASS M-1 SUBORDINATED NOTES] [CLASS M-2 SUBORDINATED NOTES] (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS (“**25 PER CENT. LIMITATION**”).

THE ISSUER HAS THE RIGHT, UNDER THE TRUST DEED, TO COMPEL ANY BENEFICIAL OWNER OF A [CLASS E NOTE] [CLASS F NOTE] [CLASS M-1 SUBORDINATED NOTE] [CLASS M-2 SUBORDINATED NOTE] WHO HAS MADE OR HAS BEEN DEEMED TO MAKE A PROHIBITED TRANSACTION, BENEFIT PLAN INVESTOR, CONTROLLING PERSON, SIMILAR LAW OR OTHER PLAN LAW REPRESENTATION THAT IS SUBSEQUENTLY SHOWN TO BE FALSE OR MISLEADING OR WHOSE OWNERSHIP OTHERWISE CAUSES A VIOLATION OF THE 25 PER CENT. LIMITATION TO SELL ITS INTEREST IN THE [CLASS E NOTE] [CLASS F NOTE] [CLASS M-1 SUBORDINATED NOTE] [CLASS M-2 SUBORDINATED NOTE], OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS C NOTES, CLASS D NOTES, CLASS E NOTES AND CLASS F NOTES ONLY] [[THE CLASS C NOTES], [THE CLASS D NOTES], [THE CLASS E NOTES] [THE CLASS F NOTES] WILL BE ISSUED WITH ORIGINAL ISSUE DISCOUNT (“OID”). THE ISSUE PRICE, TOTAL AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY MAY BE OBTAINED BY CONTACTING THE ISSUER.]

[LEGEND TO BE INCLUDED IN RELATION TO CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM NON-VOTING EXCHANGEABLE NOTES OR CM NON-VOTING NOTES ONLY] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST

HEREIN SHALL NOT CARRY ANY RIGHT TO VOTE IN RESPECT OF, OR BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF VOTING ON A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

[LEGEND TO BE INCLUDED IN RELATION TO CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM VOTING NOTES ONLY] [EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN SHALL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT SUCH NOTE OR INTEREST HEREIN SHALL CARRY A RIGHT TO VOTE IN RESPECT OF, AND BE COUNTED FOR THE PURPOSES OF DETERMINING A QUORUM AND THE RESULT OF VOTING ON A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

EACH PERSON ACQUIRING OR HOLDING THIS NOTE OR ANY INTEREST HEREIN 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.

- (d) The purchaser acknowledges that the Issuer, the Placement Agent, the Retention Holder, the Trustee, the Collateral Manager and the Collateral Administrator and their agents and Affiliates, and others, will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.
- (e) The purchaser understands that the Regulation S Notes may not, at any time, be held by, or on behalf of, U.S. Persons or U.S. Residents.
- (f) A transferor who transfers an interest in a Regulation S Note to a transferee who will hold the interest in the same form is not required to make any additional representation or certification.

RULE 17G-5 COMPLIANCE

The Issuer, in order to permit the Rating Agencies to comply with its obligations under Rule 17g-5 promulgated under the Exchange Act (“**Rule 17g-5**”), has agreed to post (or have its agent post) on a password-protected internet website (the “**Rule 17g-5 Website**”), at the same time such information is provided to the Rating Agencies, all information (which will not include any reports from the Issuer’s independent public accountants) that the Issuer or other parties on its behalf, including the Collateral Manager, provide to the Rating Agencies for the purposes of determining the initial credit rating of the Rated Notes or undertaking credit rating surveillance of the Rated Notes; provided, however, that, prior to the occurrence of a Note Event of Default, without the prior written consent of the Collateral Manager no party other than the Issuer or the Collateral Manager may provide information to the Rating Agencies on the Issuer’s behalf. On the Issue Date, the Issuer will engage The Bank of New York Mellon SA/NV, Dublin Branch, in accordance with the Collateral Management Agreement, to assist the Issuer in complying with certain of the posting requirements under Rule 17g-5 (in such capacity, the (“**Information Agent**”). Any notices or requests to, or any other written communications with or written information provided to, the Rating Agencies, or any of its officers, directors or employees, to be given or provided to such Rating Agencies pursuant to, in connection with or related, directly or indirectly, to the Trust Deed, the Collateral Management Agreement, any transaction document relating thereto, the Portfolio or the Notes, will be in each case furnished directly to the Rating Agencies after a copy has been delivered to the Information Agent or the Issuer for posting to the Rule 17g-5 Website.

GENERAL INFORMATION

Clearing Systems

The Notes have been accepted for clearance through Euroclear and Clearstream, Luxembourg as follows:

	Regulation S		Rule 144A	
	Common Code	ISIN	Common Code	ISIN
Class A-1 CM Voting Notes	156526207	XS1565262075	156526231	XS1565262315
Class A-1 CM Non-Voting Exchangeable Notes	156526215	XS1565262158	156526240	XS1565262406
Class A-1 CM Non-Voting Notes	156526223	XS1565262232	156526266	XS1565262661
Class A-2 CM Voting Notes	156526274	XS1565262745	156526304	XS1565263040
Class A-2 CM Non-Voting Exchangeable Notes	156526282	XS1565262828	156526339	XS1565263396
Class A-2 CM Non-Voting Notes	156526312	XS1565263123	156526347	XS1565263479
Class B-1 CM Voting Notes	156526355	XS1565263552	156526371	XS1565263719
Class B-1 CM Non-Voting Exchangeable Notes	156526363	XS1565263636	156526398	XS1565263982
Class B-1 CM Non-Voting Notes	156526380	XS1565263800	156526401	XS1565264014
Class B-2 CM Voting Notes	156526410	XS1565264105	156526444	XS1565264444
Class B-2 CM Non-Voting Exchangeable Notes	156526428	XS1565264287	156526479	XS1565264790
Class B-2 CM Non-Voting Notes	156526436	XS1565264360	156526452	XS1565264527
Class C CM Voting Notes	156526487	XS1565264873	156526517	XS1565265177
Class C CM Non-Voting Exchangeable Notes	156526649	XS1565266498	156526509	XS1565265094
Class C CM Non-Voting Notes	156526495	XS1565264956	156526525	XS1565265250
Class D CM Voting Notes	156526533	XS1565265334	156526568	XS1565265680
Class D CM Non-Voting Exchangeable Notes	156526541	XS1565265417	156526576	XS1565265763
Class D CM Non-Voting Notes	156526550	XS1565265508	156526584	XS1565265847
Class E Notes	156526592	XS1565265920	156526606	XS1565266068
Class F Notes	156526614	XS1565266142	156526622	XS1565266225
Class M-1 Subordinated Notes	156527190	XS1565271902	156527262	XS1565272629
Class M-2 Subordinated Notes	156527335	XS1565273353	156527408	XS1565274088

Listing

Application has been made to the Irish Stock Exchange for the Notes to be admitted to the Official List and trading on its regulated market. It is anticipated that listing and admission to trading will take place on or about the Issue Date. There can be no assurance that any such listing will be granted or maintained.

Expenses in relation to Admission to Trading

It is expected that the total expenses related to admission to trading will be approximately €20,291.20.

Consents and Authorisations

The Issuer has obtained all necessary consents, approvals and authorisations in Ireland (if any) in connection with the issue and performance of the Notes. The issue of the Notes has been authorised by resolution of the Board of Directors of the Issuer passed on 22 March 2017.

No Material Change

There has been no material adverse change in the financial position or prospects of the Issuer since its incorporation on 9 September 2016.

No Litigation

The Issuer is not involved, and has not been involved, in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had since the date of its incorporation a significant effect on the Issuer's financial position or profitability.

Since the date of its incorporation, other than entering into certain documentation which has now been terminated, the Issuer has not commenced operations other than in respect of entering into the Warehouse Arrangements in respect of the acquisition of certain assets to be comprised in the Portfolio on or prior to the Issue Date and has not produced accounts.

So long as any Note remains outstanding, copies of the most recent annual audited financial statements of the Issuer can be obtained at the specified office of the Principal Paying Agent during normal business hours. The first financial statements of the Issuer will be in respect of the period from incorporation to 31 December 2017. The annual accounts of the Issuer will be audited. The Issuer will not prepare interim financial statements.

The Trust Deed requires the Issuer to provide written confirmation to the Trustee on an annual basis and otherwise promptly on request that no Note Event of Default or Potential Note Event of Default (as defined in the Trust Deed) or other matter which is required to be brought to the Trustee's attention has occurred.

Documents Available

Copies of the following documents may be inspected in electronic format (and, in the case of each of (e) and (f) below, will be available for collection free of charge) at the registered offices of Issuer during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted) for the term of the Notes:

- (a) the Constitution of the Issuer;
- (b) the Trust Deed (which includes the form of each Note of each Class);
- (c) the Agency Agreement;
- (d) the Collateral Management Agreement;
- (e) each Monthly Report;
- (f) each Payment Date Report;
- (g) the EU Retention Letter; and

- (h) the Liquidity Facility Agreement.

Enforceability of Judgments

The Issuer is a designated activity company limited by shares incorporated under the laws of Ireland. None of the directors and officers of the Issuer are residents of the United States, and all or a substantial portion of the assets of the Issuer and such persons are located outside of the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States courts judgments obtained in United States courts, including judgments predicated upon civil liability provisions of the securities laws of the United States or any State or territory within the United States.

As the United States is not a party to a convention with Ireland in respect of the enforcement of judgments, common law rules apply in order to determine whether a judgment of the United States courts is enforceable in Ireland. A judgment of the United States courts will be enforced by the courts of Ireland if the following general requirements are satisfied:

- (a) the United States courts must have had jurisdiction in relation to the particular defendant according to Irish conflict of law rules (the submission to jurisdiction by the defendant would satisfy this rule); and
- (b) the judgment must be final and conclusive and the decree must be final and unalterable in the court which pronounces it. A judgment can be final and conclusive even if it is subject to appeal or even if an appeal is pending. Where, however, the effect of lodging an appeal under the applicable law is to stay execution of the judgment, it is possible that, in the meantime, the judgment should not be actionable in Ireland.

However, the Irish courts may refuse to enforce a judgment of the United States courts which meets the above requirements for one of the following reasons:

- (a) if the judgment is not for a definite sum of money;
- (b) if the judgment was obtained by fraud;
- (c) the enforcement of the judgment in Ireland would be contrary to natural or constitutional justice; or
- (d) the judgment is contrary to Irish public policy or involves certain United States laws which will not be enforced in Ireland.

Foreign Language

The language of the Offering Circular is English. Certain legislative references and technical terms have been cited in their original language in order that the correct meaning may be ascribed to them under applicable law.

GLOSSARY OF DEFINED TERMS

\$	7	Annual Obligations	115
€	7, 137	Anti Dilution Percentage	244
25 per cent. Limitation.....	356, 369, 374	Anti-Tax Avoidance Directive.....	45
Acceleration Notice	112, 226	Applicable Exchange Rate.....	116
Account Bank	111	Applicable Margin	116, 208
Accounts	112	Appointee.....	116
Accrual Period	112	Arranger.....	6
Accrued Collateral Debt Obligation Interest	112	Article 50	33
Adjusted Aggregate Collateral Balance.....	112	Asset Swap Agreement.....	116
Adjusted Weighted Average Moody's Rating Factor	299	Asset Swap Counterparty.....	116
Administrative Expenses	113	Asset Swap Counterparty Principal Exchange Amount	116
Affected Collateral.....	199	Asset Swap Issuer Principal Exchange Amount	116
Affected Party.....	130	Asset Swap Obligation.....	116
Affiliate.....	114, 369, 374, 394	Asset Swap Replacement Payment.....	116
Affiliated.....	114	Asset Swap Replacement Receipt.....	116
Agency Agreement	111	Asset Swap Termination Payment	116
Agent	114	Asset Swap Termination Receipt.....	117
Agents.....	115	Asset Swap Transaction.....	117, 334
Aggregate Collateral Balance	115	Assigned Moody's Rating	309
Aggregate Coupon.....	308	Assignment	117
Aggregate Excess Funded Spread.....	308	Assignments.....	89
Aggregate Funded Spread.....	307	Authorised Denomination.....	117
Aggregate Industry Equivalent Unit Score	295	Authorised Integral Amount	117
Aggregate Principal Balance	115	Authorised Officer	117
Aggregate Unfunded Spread.....	308	Available Commitment.....	117
AIFM	53	Average Life	309
AIFM Regulation.....	115	Average Principal Balance.....	295
AIFMD	53, 115	Balance	117
AIFMD Retention Requirements.....	115	Bank.....	272
AIFs	53	banking entity	8, 58
AML Requirements	36	Basel III	47

BCBS	47	Class A/B Interest Coverage Ratio	119
Benchmark Regulation	59	Class A/B Interest Coverage Test	119
Beneficial Owner	253	Class A/B Par Value Ratio.....	119
Benefit Plan Investor	117, 356, 367, 368, 372, 373	Class A/B Par Value Test	120
Benefit Plan Investors.....	393	Class A-1 Floating Rate of Interest.....	206
BEPS.....	42	Class A-1 Margin.....	208
Bivariate Risk Table	117, 288	Class A-1 Notes	111
BNY Mellon	272	Class A-2 Fixed Rate	209
BNYM	271	Class A-2 Notes	111
Brexit Judgment.....	33	Class B CM Non-Voting Exchangeable Notes.....	120
Bridge Loan	118	Class B CM Non-Voting Notes	120
BRRD	62	Class B CM Voting Notes	120
Business Day	118, 168	Class B Noteholders	120
Calculation Agent	111	Class B Notes.....	111
Category 1.....	52	Class B-1 Floating Rate of Interest.....	207
Category 4.....	52	Class B-1 Margin.....	208
CCC/Caa Excess.....	118	Class B-1 Notes	111
CDR.....	268	Class B-2 Fixed Rate	209
CEA	56	Class B-2 Notes	111
Central Bank	4, 7	Class Break-Even Default Rate	300
Certificate	393	Class C CM Non-Voting Exchangeable Notes.....	120
CFC.....	349	Class C CM Non-Voting Notes	120
CFR.....	309	Class C CM Voting Notes	120
CFTC	19, 118	Class C Coverage Tests	120
CIVs.....	43	Class C Floating Rate of Interest	207
Class	119	Class C Interest Coverage Ratio	120
Class A CM Non-Voting Exchangeable Notes.....	119	Class C Interest Coverage Test.....	120
Class A CM Non-Voting Notes	119	Class C Margin	208
Class A CM Voting Notes	119	Class C Noteholders	120
Class A Noteholders	119	Class C Notes.....	111
Class A Notes	111	Class C Par Value Ratio.....	120
Class A/B Coverage Tests	119	Class C Par Value Test	120

Class D CM Non-Voting Exchangeable Notes.....	121	Class of Notes.....	118
Class D CM Non-Voting Notes.....	121	Class Scenario Default Rate	300
Class D CM Voting Notes	121	clearing obligation	52
Class D Coverage Tests	120	Clearing System Business Day	122
Class D Floating Rate of Interest	207	Clearing Systems	252
Class D Interest Coverage Ratio.....	120	Clearstream, Luxembourg	9, 122
Class D Interest Coverage Test.....	121	CLO	32
Class D Margin.....	208	CLO Vehicles	99
Class D Noteholders	121	CM Non-Voting Exchangeable Notes	122
Class D Notes	111	CM Non-Voting Notes.....	122
Class D Par Value Ratio	121	CM Removal Resolution	122
Class D Par Value Test.....	121	CM Replacement Resolution	122
Class Default Differential	300	CM Voting Notes.....	122
Class E Coverage Tests	121	Code.....	77, 137, 367, 368, 372, 373, 393
Class E Floating Rate of Interest	207	Collateral	122
Class E Interest Coverage Ratio	121	Collateral Acquisition Agreement	122
Class E Interest Coverage Test	121	Collateral Administrator	111
Class E Margin	208	Collateral Debt Obligation.....	122
Class E Noteholders.....	121	Collateral Debt Obligation Stated Maturity	123
Class E Notes.....	111	Collateral Enhancement Account	123
Class E Par Value Ratio.....	121	Collateral Enhancement Amount.....	123
Class E Par Value Test.....	121	Collateral Enhancement Debt Obligations.....	123
Class F Floating Rate of Interest.....	207	Collateral Enhancement Obligation Proceeds.....	123
Class F Margin.....	208	Collateral Management Agreement	111
Class F Noteholders.....	121	Collateral Management Fee	123, 320
Class F Notes	111	Collateral Manager	4, 111
Class F Par Value Ratio	121	Collateral Manager Advance	18, 91, 123
Class M-1 Subordinated Noteholders	121	Collateral Manager Event of Default	227
Class M-1 Subordinated Notes	111	Collateral Quality Tests	124
Class M-2 Subordinated Noteholders	122	Collateral Tax Event	124
Class M-2 Subordinated Notes	111	COMI.....	39
Class of Noteholders.....	119	Commitment	124
		Commitment Amount	124

Commitment Period.....	92	CRS Regulations.....	343
Commodity Pool.....	19	CTA	56
Companies Act.....	256	Current Pay Obligation	129
Condition	14	Current Portfolio	300
Conditions.....	111	Custodian	111
Conditions of the Notes	14, 111	Custody Account	129
Contribution.....	124, 170, 193	CVC	129
Contributions Account.....	124	CVC Capital Partners.....	129
Contributor.....	124, 170	CVC Capital Portfolio Company	129
Control	369, 374	CVC Credit Partners	129
Controlling Class	125	CVC Fund.....	130
Controlling Person.....	126, 356, 369, 374, 394	DAC II	46, 343
Corporate Rescue Loan.....	126	Debtor	126
Corporate Services Agreement	111	Declaration of Trust.....	256
Corporate Services Provider	126	Defaulted Deferring Mezzanine Obligation.....	130
Counterparty Downgrade Collateral	126	Defaulted Hedge Termination Payment.....	130
Counterparty Downgrade Collateral Account.....	126	Defaulted Mezzanine Excess Amounts.....	130
Counterparty Downgrade Collateral Account Surplus	126, 190	Defaulted Obligation	130, 131
Coverage Test.....	126	Defaulted Obligation Excess Amounts.....	131
covered fund	9, 57	Defaulting Party	130
Cov-Lite Matrix	126, 292	Deferred Interest	132, 206
Cov-Lite Obligation.....	127	Deferred Interest Notes.....	346
CPO	56	Deferred Senior Collateral Management Amount	174
CRA3	54, 127	Deferred Senior Collateral Management Amounts.....	132
Credit Impaired Obligation	127	Deferred Subordinated Collateral Management Amounts.....	132, 176
Credit Impaired Obligation Criteria.....	127	Deferring Securities	132
Credit Improved Obligation.....	128	Deferring Security	132
Credit Improved Obligation Criteria.....	128	Definitive Certificate	132
Credit Servicing Act	61	Definitive Exchange Date.....	250
CRR	128	Delayed Drawdown Collateral Debt Obligation	132
CRR Retention Requirements.....	128		
CRS.....	45, 129, 343		

Delegate	132	Eligible Loan Index	136
Determination Date.....	132	EMIR	52, 136
Direct Participants	252	Enforcement Actions	229
Directive	46	Enforcement Agent.....	229
Discount Obligation.....	132	Enforcement Notice	230
Distribution	133	Enforcement Threshold.....	229
distribution compliance period	362	Enforcement Threshold Determination.....	229
Diversity Score	295	equity PFIC.....	349
Diversity Score Table	295	Equivalent Unit Score.....	295
document	1	ERISA.....	77, 137, 367, 368, 372, 373, 393
Dodd-Frank Act.....	55, 133	ERISA Plans	356
Domicile	133	ESM	33
Domiciled	133	ESMA	54, 137
Draft CRR Amendment Regulation.....	48	EU Retention	325
Drawdown Date	133	EU Retention Deficiency	136
DTC	74, 133	EU Retention Letter	136
Due Period	133	EU Retention Notes	136, 262
EBA	133	EU Retention Requirements	137
EBA Report	48	EU Risk Retention and Due Diligence Requirements	48
ECJ	39	EUR	7
EEA	2	EURIBOR.....	59, 137, 207
Effective Date	20, 133	euro	7, 137
Effective Date Determination Requirements	133	Euro	7, 137
Effective Date Moody's Condition.....	134	Euro zone	137
Effective Date Rating Event	134	Euroclear.....	9, 137
Effective Date Report	134, 273	<i>European CLOs</i>	258
Effective Date S&P Condition.....	134	Euros.....	137
EFSF	33	Excess CCC/Caa Adjustment Amount	137
EFSM.....	33	Exchange Act.....	137
Eligibility Criteria.....	134, 274	Exchanged Global Certificate.....	250
Eligible Bond Index.....	134	Exchanged Security	137
Eligible Investments	134	Exiting State(s)	137
Eligible Investments Minimum Rating	136		

Exiting States	7	Goldman Sachs Lender	81
Expected Portfolio Obligations	268	Goldman Sachs Parties	107
Expense Reserve Account	137	Hedge Agreement	139
Extraordinary Resolution	137	Hedge Agreement Eligibility Criteria	139
FATCA	137	Hedge Counterparty	139
FBAR	354	Hedge Replacement Payment	139
Fee Basis Amount	138	Hedge Replacement Receipt	139
FETL	363	Hedge Termination Account	139
FFI	352	Hedge Termination Payment	139
Final Repayment Date	329	Hedge Termination Receipt	139
Final Report	42	Hedge Transaction	139
Final Technical Standards	138	High Yield Bond	139
First Lien Last Out Loan	138	ICA	57
FIs	45	Incentive Collateral Management Fee	140, 320
Fitch	138	Incentive Collateral Management Fee IRR Threshold	140
Fixed Rate Collateral Debt Obligation	138	Incurrence Covenant	140
Fixed Rate Notes	138	independent	146
flip clauses	58	Indirect Participants	252
Floating Rate Collateral Debt Obligation	138	Industry Diversity Score	295
Floating Rate Notes	138	Information Agent	111, 376
Floating Rate of Interest	138, 207	Initial Drawdown	140
Form Approved Asset Swap	138, 333	Initial Investment Period	20, 140
Form Approved Interest Rate Hedge	138, 333	Initial Rating	140
FPO	2	Initial Ratings	140
Frequency Switch Event	94, 138	Initial Renewal Request	330
Frequency Switch Measurement Date	139	Initial Trading Plan Calculation Date	286
FSCMA	363	Insolvency Law	225
FSMA	361	Interest Account	140
FTT	39	Interest Amount	140, 208, 209
Funded Amount	139	Interest Coverage Amount	141
GBP	163	Interest Coverage Ratio	142
Global Certificate	139	Interest Coverage Test	142
Global Certificates	10		

Interest Determination Date.....	142	Lending Activities	100
Interest Diversion Test.....	142	LIBOR	59
Interest Proceeds.....	142	Liquidity Drawing	26, 144
Interest Proceeds Priority of Payments	142	Liquidity Facility	26, 144, 328
Interest Rate Hedge Agreement.....	143	Liquidity Facility Agreement.....	26, 111, 144, 328
Interest Rate Hedge Counterparty.....	143	Liquidity Facility Commitment Period...26, 144, 328	
Interest Rate Hedge Replacement Payment	143	Liquidity Facility Commitment Period End Date.....	144, 328
Interest Rate Hedge Replacement Receipt.....	143	Liquidity Facility Event of Default.....	331
Interest Rate Hedge Termination Payment	143	Liquidity Facility Provider.....	26, 145, 328
Interest Rate Hedge Termination Receipt.....	143	Liquidity Payment	145
Interest Rate Hedge Transaction.....	143	LOB	43
Interest Reserve Account	142	Main Securities Market.....	4
Interest Smoothing.....	94	Maintenance Covenant	145
Interest Smoothing Account	143	Mandatory Redemption	145
Interest Smoothing Amount.....	143	margin requirement.....	52
Intermediary Obligation.....	144	Margin Stock	145
Internal Revenue Service	144	Market Value	145
Investment Company	226	Markets in Financial Instruments Directive.....	4
Investment Company Act	5, 144, 367, 372	Maturity Amendment.....	146
Ireland IGA.....	144	Maturity Amendment Threshold.....	146
Irish Authorisation.....	61	Maturity Date.....	146
Irish SMEs	61	Measurement Date	146
Irish Stock Exchange	4, 144	Member States	31
ISDA.....	144, 333	Mezzanine Obligation.....	147
Issue Date	4, 144	MiFID	4
Issue Date Collateral Debt Obligation	144	MiFID II	35
Issue Date Interest Rate Hedge Transactions..	19, 144	Minimum Denomination.....	147
Issuer.....	2, 4, 111, 393	Minimum Weighted Average Floating Spread	306
Issuer Profit Account	144	Minimum Weighted Average Spread Test....	147, 306
Issuer Profit Amount.....	144	Monthly Report.....	147, 322
Key Terms Modification.....	237	Moody's.....	147
LCR	47	Moody's Caa Obligation.....	147
lender liability.....	97		

Moody's Collateral Value.....	147	Note Event of Default.....	148, 224, 225
Moody's Default Probability Rating.....	309	Note Payment Sequence	148
Moody's Derived Rating	310	Note Purchase Agreement	149
Moody's Maximum Weighted Average Rating Factor Test.....	147, 297	Note Tax Event.....	149
Moody's Minimum Diversity	147	Noteholders.....	148
Moody's Minimum Diversity Test	295	Notes.....	4, 111, 246
Moody's Minimum Weighted Average Recovery Rate Test.....	147, 299	Notice of Default	225
Moody's Rating	311	NRSRO	72
Moody's Rating Factor.....	298	NSFR	47
Moody's Recovery Rate	299	Obligor.....	149
Moody's Senior Secured Floating Rate Note	313	Obligor Principal Balance.....	295
Moody's Senior Secured Loan	312	OECD	42
Moody's Test Matrix	293	Offer.....	149
Moody's Weighted Average Rating Factor	298	offer of the Notes to the public	361
Moody's Weighted Average Rating Factor Adjustment.....	300	Offering	10
Moody's Weighted Average Recovery Adjustment.....	298	<i>Offering Circular</i>	6, 14
Multilateral Instrument	44	Official List.....	4
Netherlands Presidency.....	39	OID	346, 369, 374
NFA	56	Ongoing Expense Excess Amount.....	149
Non-Broadly Syndicated Loans to Portfolio Companies	148	Ongoing Expense Reserve Amount.....	150
Non-Call Period	17, 148	Ongoing Expense Reserve Ceiling	150
Non-Eligible Issue Date Collateral Debt Obligation	148, 278	Optional Redemption.....	150
Non-Emerging Market Country	148	Ordinary Resolution.....	150
Non-Euro Hedge Account	148	Original Obligation.....	164
Non-Euro Obligation	148	Originator.....	48
Non-Permitted ERISA Holder	170	OTC	52
Non-Permitted Holder	77, 78, 169	Other Funds	99
Non-Recourse Obligation	148, 277	Other Plan Law	150, 357, 365, 368, 373
Non-U.S. Holder.....	344	Outstanding.....	150
		ownership interest.....	9, 57
		Par Value Ratio.....	150
		Par Value Test.....	150
		parallel security.....	311

Partial PIK Obligation	150	Primary Market.....	152
Partial Redemption Date.....	150	Principal Account	152
Partial Redemption Interest Proceeds	150	Principal Amount Outstanding	152
Partial Redemption Priority of Payments	151	Principal Balance	152, 165
Participants	252	Principal Paying Agent	111
Participating Member States	39	Principal Proceeds	154
Participation.....	150	Principal Proceeds Priority of Payments.....	154
Participation Agreement	150	Priorities of Payments.....	154
Participations	89	Proceedings.....	247
Parties in Interest	356	Project Finance Loan	154
Party in Interest.....	356	Proposed Portfolio	301
Paying Agent	151	Prospectus Directive	4, 361, 363
Payment Account.....	151	Purchased Accrued Interest	154
Payment Date.....	151	QEF.....	348
Payment Date Report.....	151, 325	QIB	154
Permitted Use	151	QIB/QP	154
Person	151	QIBs.....	1, 9
PFIC.....	348	QP	155
PIK Obligation.....	151	QPs	1, 9
Placed Notes	360	Qualified Purchaser	155
Placement Agency Agreement.....	111, 152	Qualifying Country	155
Placement Agent.....	5, 360	Qualifying Currency	155
Plan Asset Regulation.....	356	Qualifying Unhedged Obligation Currency.....	155
Plan Asset Regulations	394	quoted Eurobonds	340
Plan Assets.....	368, 373	Rated Notes.....	4, 111
Plans	77, 356	Rating Agencies.....	155
Portfolio	152	Rating Agency	155
Portfolio Profile Tests.....	152	Rating Agency Confirmation.....	155
Post-Acceleration Priority of Payments.....	152, 230	Rating Confirmation Plan	155
PPT	43	Rating Requirement	155
PRA	62	Recalcitrant Noteholder	156
Presentation Date	152	Receiver	156, 225
Pricing Date	82	Record Date	156

Recovery Rate Case.....	294	Renewal Requests.....	330
Recovery Rating	409	Repayment Date.....	329
Redemption Date	156	Replacement Asset Swap Transaction	157
Redemption Determination Date	156, 216	Replacement Interest Rate Hedge Transaction	158
Redemption Notice	156	Replacement Liquidity Facility.....	158
Redemption Price.....	156	Replacement Rating Agency	155
Redemption Threshold Amount.....	157	Report	158
Reference Banks	157, 207	Reporting Delegate	158, 339
Reference Weighted Average Fixed Coupon.....	308	Reporting Delegation Agreement	158, 339
Referendum	33	reporting obligation	52
Refinancing.....	157, 213	Required Diversion Amount.....	25, 176
Refinancing Costs.....	157	Resolution.....	158
Refinancing Obligation.....	213	Resolution Authorities	62
Refinancing Proceeds	157	Restricted Trading Period	158
Register.....	157	Restructured Obligation.....	158
Registrar.....	111	Restructured Obligation Criteria.....	158, 278
Regulated Banking Activities	62	Restructured Obligation Excess.....	159
regulated lenders.....	61	Restructuring Date	159
Regulation S	1, 4, 9, 157	Retention Holder.....	159
Regulation S Definitive Certificate.....	10	Retention Notes	159
Regulation S Definitive Certificates	10	Retention Requirements.....	159
Regulation S Global Certificate	9	Revolver Reserve Commitment.....	192
Regulation S Global Certificates	9	Revolving Obligation.....	159
Regulation S Notes	9, 157	risk mitigation obligations	52
Regulations	46	RTS.....	53
Reinvestment Criteria	157, 281	Rule 144A.....	1, 4, 9, 159
Reinvestment Period.....	157	Rule 144A Definitive Certificate	9
Reinvestment Target Par Amount.....	157	Rule 144A Definitive Certificates	9
Relevant Implementation Date	361	Rule 144A Global Certificate	9
relevant institutions.....	62	Rule 144A Global Certificates.....	9
relevant Irish SME Loans	61	Rule 144A Notes.....	9, 159
Relevant Member State.....	361	Rule 17g-5	159, 376
relevant persons	7		

Rule 17g-5 Website	376	S&P Weighted Average Recovery Rate	306
S&P.....	159	Sale Proceeds.....	160
S&P CCC Obligations	159	Sanctioned Country	160
S&P CDO Adjusted BDR.....	301	Sanctions.....	160
S&P CDO BDR.....	301	Sanctions Authority	160
S&P CDO Formula Election Date	301	Sanctions List.....	160
S&P CDO Formula Election Period	301	Scheduled Periodic Asset Swap Counterparty Payment	160
S&P CDO Input Files	159, 294	Scheduled Periodic Asset Swap Issuer Payment	161
S&P CDO Model Election Date	302	Scheduled Periodic Interest Rate Hedge Counterparty Payment	161
S&P CDO Model Election Period	302	Scheduled Periodic Interest Rate Hedge Issuer Payment.....	161
S&P CDO Monitor	255, 302	Scheduled Principal Proceeds.....	161
S&P CDO Monitor Non-Model Adjustments.....	274	SEC.....	54, 55
S&P CDO Monitor Test	159, 300	Second Lien Loan	161
S&P CDO SDR.....	302	Section 110	340
S&P CLO Specified Assets	302	Secured Parties.....	161
S&P Collateral Value	159	Secured Party	161
S&P Default Rate	302	Secured Senior RCF Percentage	161
S&P Default Rate Dispersion	302	Securities Act.....	1, 4, 161, 366, 371
S&P Expected Default Rate.....	303	Securitisation Framework	48
S&P Industry Classification Group	303	Securitisation Regulation.....	48, 161
S&P Industry Diversity Measure	305	Selected Cov-Lite Matrix Row	292
S&P Issuer Credit Rating.....	159, 315	Selling Institution.....	89, 161
S&P Minimum Weighted Average Recovery Rate Test.....	160, 306	Semi-Annual Obligations	162
S&P Obligor Diversity Measure.....	305	Senior Class M-2 Interest Amount	162, 209
S&P Rating	160, 313	Senior Collateral Management Fee.....	162, 320
S&P Recovery Range	305	Senior Expenses Cap	162
S&P Recovery Rate	160, 306, 409	Senior Loan.....	162
S&P Recovery Rating.....	409	Senior Secured Bond	162
S&P Regional Diversity Measure.....	306	Senior Secured Debt Instrument	397
S&P Test Matrix	160, 294, 300	Senior Secured Loan.....	162
S&P Test Matrix Spread.....	294		
S&P Weighted Average Life	306		

Senior Unsecured Obligation.....	163	Subsequent Drawdown	164
SFA.....	363	Subsequent Renewal Request	330
Share Trustee	256	Substitute Collateral Debt Obligation	164
Shares.....	256	Successor Criteria	319
shortfall.....	200	Swap Tax Credit	164
Similar Law	163, 358, 366, 368, 373	Swapped Non-Discount Obligation	164
Solvency II.....	163	Synthetic Security	165
Solvency II Retention Requirements	163	Target Par Amount	165
South Korean Residents.....	363	TARGET2	165
Special Redemption	163, 219	Tax Account Reporting Rules.....	165
Special Redemption Amount	163, 219	Tax Account Reporting Rules Compliance	165
Special Redemption Date.....	163, 219	Tax Event Upon Merger	130
Specified foreign financial assets.....	354	TCA	41, 136
specified mortgage.....	341	Termination Payment.....	338
specified property business	342	Third Party Exposure	288
sponsor.....	49	Third Party Indemnity Receipts	165, 195
Spot Rate.....	163	Trading Gains	165
SRB.....	63	Trading Plan	286
SRM Regulation	63	Trading Plan Period	286
SRRs	62	Transaction Documents	165
SSPE Exemption.....	54	Transaction Specific Cash Flow Model	255
Stay Regulations	62	Transfer Agent.....	111
Step-Down Coupon Security	163	Trust Collateral	199
Step-Up Coupon Security	163	Trust Deed	4, 111
Sterling.....	163	Trustee	4, 111
Structured Finance Security.....	163	Trustee Fees and Expenses	165
Subordinated Class M-2 Interest Amount.....	164, 209	U.S Investment Restrictions	167
Subordinated Collateral Management Fee	163, 320	U.S. 10% Shareholder.....	349
Subordinated Noteholders.....	164	U.S. Dollar	7
Subordinated Notes.....	111	U.S. Dollars	166
Subordinated Notes Initial Offer Price Percentage.....	164	U.S. Holder	344
Subordinated Obligation	164	U.S. person	167
		U.S. Person	77, 167

U.S. Persons.....	1, 4	US dollar.....	7
U.S. Residents.....	10, 367, 372	US Dollar.....	7
U.S. Retained Interest.....	167, 265	USD	7
U.S. Retention Requirements.....	167	Valuation Firm.....	267
U.S. Risk Retention Rules	49, 167	VAT	167
U.S. Tax Guidelines.....	344	Volcker Rule.....	8, 57
U.S.\$	166	Warehouse Agreement.....	81
UBTI.....	351	Warehouse Arrangements.....	167
UCITS Directive.....	166	Warehouse Period.....	81
UK-Ireland Treaty	42	Warehouse Termination Agreement	167
Unanimous Resolution.....	166	Warehoused Assets	81
Underlying Instrument.....	166	Weighted Average Coupon.....	308
Unfunded Amount	166	Weighted Average Coupon Adjustment Percentage.....	308
Unfunded Revolver Reserve Account	166	Weighted Average Floating Spread.....	167, 306
Unhedged Aggregate Principal Balance	166	Weighted Average Life.....	167, 309
Unhedged Collateral Debt Obligation	166	Weighted Average Life Test.....	167, 309
Unhedged Principal Balance.....	166	Weighted Average Moody's Recovery Rate	299
United States person	370	Written Resolution.....	167
Unsaleable Asset.....	166	XIRR.....	140
Unscheduled Principal Proceeds.....	166	Zero Coupon Obligation	167
Unused Proceeds Account	166		

ANNEX A

Form of ERISA Certificate

The purpose of this ERISA certificate (this “**Certificate**”) is, among other things, to (i) endeavour to ensure that less than 25 per cent. of the total value of the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] issued by CVC Cordatus Loan Fund VIII Designated Activity Company (the “**Issuer**”) is held by (a) an employee benefit plan that is subject to the fiduciary responsibility provisions of Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), (b) a plan that is subject to Section 4975 of the Internal Revenue Code of 1986 (the “**Code**”) or (c) any entity whose underlying assets include “plan assets” by reason of any such employee benefit plan or plan’s investment in the entity (collectively, “**Benefit Plan Investors**”), (ii) obtain from you certain representations and agreements and (iii) provide you with certain related information with respect to your acquisition, holding and disposition of the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes]. By signing this Certificate, you agree to be bound by its terms.

Please be aware that the information contained in this Certificate is not intended to constitute advice and the examples given below are not intended to be, and are not, comprehensive. You should contact your own counsel if you have any questions in completing this Certificate. Capitalised terms not defined in this Certificate shall have the meanings ascribed to them in the Trust Deed.

If a box is not checked, you are representing and agreeing that the applicable Section does not, and will not, apply to you.

- (1) ☐ **Employee Benefit Plans Subject to ERISA or the Code.** We, or the entity on whose behalf we are acting, are an “employee benefit plan” within the meaning of Section 3(3) of ERISA that is subject to the fiduciary responsibility provisions of Title I of ERISA or a “plan” within the meaning of Section 4975(e)(1) of the Code that is subject to Section 4975 of the Code.

Examples: (i) tax qualified retirement plans such as pension, profit sharing and section 401(k) plans, (ii) welfare benefit plans such as accident, life and medical plans, (iii) individual retirement accounts or “IRAs” and “Keogh” plans and (iv) certain tax-qualified educational and savings trusts.

- (2) ☐ **Entity Holding Plan Assets.** We, or the entity on whose behalf we are acting, are an entity or fund whose underlying assets include “plan assets” by reason of a Benefit Plan Investor’s investment in such entity.

Examples: (i) an insurance company separate account, (ii) a bank collective trust fund and (iii) a hedge fund or other private investment vehicle where 25 per cent. or more of the total value of any class of its equity is held by Benefit Plan Investors.

If you check box 2, please indicate the maximum percentage of the entity or fund that will constitute “plan assets” for purposes of Title I of ERISA or Section 4975 of the Code: _____ per cent.

AN ENTITY OR FUND THAT CANNOT PROVIDE THE FOREGOING PERCENTAGE HEREBY ACKNOWLEDGES THAT FOR PURPOSES OF DETERMINING WHETHER BENEFIT PLAN INVESTORS OWN LESS THAN 25 PER CENT. OF THE TOTAL VALUE OF THE [CLASS E NOTES] [CLASS F NOTES] [CLASS M-1 SUBORDINATED NOTES] [CLASS M-2 SUBORDINATED NOTES], 100 PER CENT. OF THE ASSETS OF THE ENTITY OR FUND WILL BE TREATED AS “PLAN ASSETS.”

ERISA and the regulations promulgated thereunder are technical. Accordingly, if you have any questions regarding whether you may be an entity described in this Section 2, you should consult with your counsel.

- (3) ☐ **Insurance Company General Account.** We, or the entity on whose behalf we are acting, are an insurance company purchasing the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] with funds from our or their general account (i.e., the insurance company’s corporate investment portfolio), whose assets, in whole or in part, constitute “plan assets” under Section

401(a) of ERISA for purposes of 29 C.F.R. Section 2510.3-101 as modified by Section 3(42) of ERISA (the “Plan Asset Regulations”).

If you check Box 3, please indicate the maximum percentage of the insurance company general account that will constitute “plan assets” under Section 401(a) of ERISA for purposes of conducting the 25 per cent. test under the Plan Asset Regulations: _____ per cent. IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100 PER CENT. IN THE BLANK SPACE.

- (4) ☐ **None of Sections 1 Through 3 above Apply.** We, or the entity on whose behalf we are acting, are a person that does not fall into any of the categories described in Sections 1 through 3 above. If, after the date hereof, any of the categories described in Sections 1 through 3 above would apply, we will promptly notify the Issuer of such change.
- (5) **No Prohibited Transaction.** If we checked any of the boxes in Sections 1 through 3 above, we represent, warrant and agree that our acquisition, holding and disposition of the [Class E Notes] [Class F Notes] [Subordinated Notes] do not and will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.
- (6) **Not Subject to Similar Law and No Violation of Other Plan Law.** If we are a governmental, church, non-U.S. or other plan, we represent, warrant and agree that (a) we are not subject to any federal, state, local non-U.S. or other law or regulation that could cause the underlying assets of the Issuer to be treated as assets of the investor in any Note (or interest therein) by virtue of its interest and thereby subject the Issuer or the Collateral Manager (or other persons responsible for the investment and operation of the Issuer’s assets) to laws or regulations that are similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code, and (b) our acquisition, holding and disposition of the [Class E Notes] [Class F Notes] [Subordinated Notes] do not and will not constitute or result in a non-exempt violation of any law or regulation that is similar to the prohibited transaction provisions of Section 406 of ERISA or Section 4975 of the Code.
- (7) ☐ **Controlling Person.** We are, or we are acting on behalf of any of: (i) the Collateral Manager, (ii) any person that has discretionary authority or control with respect to the assets of the Issuer, (iii) any person who provides investment advice for a fee (direct or indirect) with respect to such assets or (iv) any “affiliate” of any of the above persons. “Affiliate” shall have the meaning set forth in the Plan Asset Regulations. Any of the persons described in the first sentence of this Section 7 is referred to in this Certificate as a “Controlling Person.”

Note: We understand that, for purposes of determining whether Benefit Plan Investors hold less than 25 per cent. of the total value of the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] (determined separately by class), the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] held by Controlling Persons (other than Benefit Plan Investors) are required to be disregarded.

- (8) **Compelled Disposition.** We acknowledge and agree that:
- (i) if any representation that we made hereunder is subsequently shown to be false or misleading or our beneficial ownership otherwise causes a violation of the 25 per cent. Limitation, the Issuer shall, promptly after such discovery, send notice to us demanding that we transfer our interest to a person that is not a Non-Permitted ERISA Holder within 10 days after the date of such notice;
 - (ii) if we fail to transfer our [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes], the Issuer shall have the right, without further notice to us, to sell our [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] or our interest in the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] to a purchaser selected by the Issuer that is not a Non-Permitted ERISA Holder on such terms as the Issuer may choose;

- (iii) the Issuer may 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 [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] and selling such securities to the highest such bidder. However, the Issuer may select a purchaser by any other means determined by it in its sole discretion;
 - (iv) by our acceptance of an interest in the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes], we agree to cooperate with the Issuer to effect such transfers;
 - (v) the proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to us; and
 - (vi) the terms and conditions of any sale under this sub-section shall be determined in the sole discretion of the Issuer, and the Issuer shall not be liable to us as a result of any such sale or the exercise of such discretion.
- (9) **Required Notification and Agreement.** We hereby agree that we (a) will inform the Issuer of any proposed transfer by us of all or a specified portion of the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] to a Benefit Plan Investor or Controlling Person and (b) will not initiate any such transfer after we have been informed by the Issuer or the Transfer Agent in writing that such transfer would cause the 25 per cent. Limitation to be exceeded. We hereby agree and acknowledge that after the Issuer effects any permitted transfer of [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] owned by us to a Benefit Plan Investor or a Controlling Person or receives notice of any such permitted change of status, the Issuer shall include such [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] in future calculations of the 25 per cent. Limitation made pursuant hereto unless subsequently notified that such [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] (or such portion), as applicable, would no longer be deemed to be held by Benefit Plan Investors or Controlling Persons.
- (10) **Continuing Representation; Reliance.** We acknowledge and agree that the representations, warranties and agreements contained in this Certificate shall be deemed made on each day from the date we make such representations, warranties and agreements through and including the date on which we dispose of our interests in the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes]. We understand and agree that the information supplied in this Certificate will be used and relied upon by the Issuer to determine that Benefit Plan Investors own or hold less than 25 per cent. of the total value of the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] (determined separately by class) upon any subsequent transfer of the [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] in accordance with the Trust Deed.
- (11) **Further Acknowledgement and Agreement.** We acknowledge and agree that (i) all of the assurances contained in this Certificate are for the benefit of the Issuer, the Trustee, the Placement Agent Purchaser and the Collateral Manager as third party beneficiaries hereof, (ii) copies of this Certificate and any information contained herein may be provided to the Issuer, the Trustee, the Placement Agent, the Collateral Manager, affiliates of any of the foregoing parties and to each of the foregoing parties' respective counsel for purposes of making the determinations described above and (iii) any acquisition or transfer of the [Class E Notes] [Class F Notes] [Subordinated Notes] by us that is not in accordance with the provisions of this Certificate shall be null and void from the beginning, and of no legal effect.
- (12) **Future Transfer Requirements.**
- Transferee Letter and its Delivery.** We acknowledge and agree that we may not transfer any [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes] [Class M-2 Subordinated Notes] to a Benefit Plan Investor or

Controlling Person unless the Issuer has received a certificate substantially in the form of this Certificate. Any attempt to transfer in violation of this section will be null and void from the beginning, and of no legal effect.

Note: Unless you are notified otherwise, the name and address of the Registrar is as follows: The Bank of New York Mellon (Luxembourg) S.A., Vertigo Building – Polaris, 2-4 rue Eugène Ruppert, L-2453 Luxembourg.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Certificate.

_____ [Insert Purchaser's Name]

By:

Name:

Title:

Dated:

This Certificate relates to EUR_____ of [Class E Notes] [Class F Notes] [Class M-1 Subordinated Notes]
[Class M-2 Subordinated Notes]

ANNEX B

S&P Recovery Rates

- (a) (i) If a Collateral Debt Obligation has an S&P Recovery Rating, or is pari passu with another obligation of the same Obligor that has an S&P Recovery Rating and is secured by the same collateral as such other obligation, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

S&P Recovery Rating of Collateral Debt Obligation	Initial Rated Note Rating						
	Range from published reports	“AAA”	“AA”	“A”	“BBB”	“BB”	“B/CCC”
1+	100	75.0%	85.0%	88.0%	90.0%	92.0%	95.0%
1	90-99	65.0%	75.0%	80.0%	85.0%	90.0%	95.0%
2	80-89	60.0%	70.0%	75.0%	81.0%	86.0%	89.0%
2	70-79	50.0%	60.0%	66.0%	73.0%	79.0%	79.0%
3	60-69	40.0%	50.0%	56.0%	63.0%	67.0%	69.0%
3	50-59	30.0%	40.0%	46.0%	53.0%	59.0%	59.0%
4	40-49	27.0%	35.0%	42.0%	46.0%	48.0%	49.0%
4	30-39	20.0%	26.0%	33.0%	39.0%	39.0%	39.0%
5	20-29	15.0%	20.0%	24.0%	26.0%	28.0%	29.0%
5	10-19	5.0%	10.0%	15.0%	19.0%	19.0%	19.0%
6	0-9	2.0%	4.0%	6.0%	8.0%	9.0%	9.0%

S&P Recovery Rates

* If a recovery range is not available for a given obligation with an S&P Recovery Rating of “2” through “5” (inclusive), the lower recovery range for the applicable S&P Recovery Rating shall apply.

- (ii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is an Senior Unsecured Obligation or a Second Lien Loan and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Loan or Senior Secured Bond (a “**Senior Secured Debt Instrument**” that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Obligators Domiciled in Group A

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	“AAA”	“AA”	“A”	“BBB”	“BB”	“B/CCC”
1+	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
1	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
2	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
3	12.0%	15.0%	18.0%	21.0%	22.0%	23.0%
4	5.0%	8.0%	11.0%	13.0%	14.0%	15.0%
5	2.0%	4.0%	6.0%	8.0%	9.0%	10.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

For Obligators Domiciled in Group B

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	“AAA”	“AA”	“A”	“BBB”	“BB”	“B/CCC”
1+	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
1	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
2	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
3	8.0%	11.0%	13.0%	15.0%	16.0%	17.0%
4	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
5	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

For Obligors Domiciled in Group C

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	“AAA”	“AA”	“A”	“BBB”	“BB”	“B/CCC”
1+	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
1	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
2	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
3	5.0%	7.0%	9.0%	10.0%	11.0%	12.0%
4	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

- (iii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is not a Senior Secured Loan, a Second Lien Loan or a Senior Unsecured Obligation and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Debt Instrument that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Obligors Domiciled in Groups A and B

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	“AAA”	“AA”	“A”	“BBB”	“BB”	“B/CCC”
1+	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
1	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
2	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
3	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
4	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
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S&P Recovery Rate

For Obligors Domiciled in Groups C

	S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
		“AAA”	“AA”	“A”	“BBB”	“BB”	“B/CCC”
1+		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
1		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
2		5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
3		2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
4		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6		0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

- (b) If an S&P Recovery Rate cannot be determined using clause (a) above, the S&P Recovery Rate shall be determined as follows:

Recovery rates for Obligors Domiciled in Group A, B or C:

Priority Category	Initial Rated Note Rating					
	“AAA”	“AA”	“A”	“BBB”	“BB”	“B/CCC”
Senior Secured Loans (excluding Cov-Lite Loans)						
Group A	50.0%	55.0%	59.0%	63.0%	75.0%	79.0%
Group B	39.0%	42.0%	46.0%	49.0%	60.0%	63.0%
Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%
Senior Secured Loans that are Cov-Lite Loans and Senior Secured Bonds						
Group A	41.0%	46.0%	49.0%	53.0%	63.0%	67.0%
Group B	32.0%	35.0%	39.0%	41.0%	50.0%	53.0%
Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%

Senior Unsecured Obligations, Mezzanine Obligations, Second Lien Loans and High Yield Bonds (if not a

Subordinated Obligation)						
Group A	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
Group B	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
Group C	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%

Subordinated Obligations						
Group A	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group B	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group C	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

S&P Recovery Rate

CDO Evaluator Country Codes, Regions and Recovery Groups

Country Name	Country Code	Region	Recovery Group
Afghanistan	93	5 - Asia: India, Pakistan and Afghanistan	C
Albania	355	16 - Europe: Eastern	C
Algeria	213	11 - Middle East: MENA	C
Andorra	376	102 - Europe: Western	C
Angola	244	13 - Africa: Sub-Saharan	C
Anguilla	1264	2 - Americas: Other Central and Caribbean	C
Antigua	1268	2 - Americas: Other Central and Caribbean	C
Argentina	54	4 - Americas: Mercosur and Southern Cone	C
Armenia	374	14 - Europe: Russia & CIS	C
Aruba	297	2 - Americas: Other Central and Caribbean	C
Ascension	247	12 - Africa: Southern	C
Australia	61	105 - Asia-Pacific: Australia and New Zealand	A
Austria	43	102 - Europe: Western	C
Azerbaijan	994	14 - Europe: Russia & CIS	C
Bahamas	1242	2 - Americas: Other Central and Caribbean	C
Bahrain	973	10 - Middle East: Gulf States	C
Bangladesh	880	6 - Asia: Other South	C

Barbados	246	2 - Americas: Other Central and Caribbean	C
Belarus	375	14 - Europe: Russia & CIS	C
Belgium	32	102 - Europe: Western	A
Belize	501	2 - Americas: Other Central and Caribbean	C
Benin	229	13 - Africa: Sub-Saharan	C
Bermuda	441	2 - Americas: Other Central and Caribbean	C
Bhutan	975	6 - Asia: Other South	C
Bolivia	591	3 - Americas: Andean	C
Bosnia and Herzegovina	387	16 - Europe: Eastern	C
Botswana	267	12 - Africa: Southern	C
Brazil	55	4 - Americas: Mercosur and Southern Cone	B
British Virgin Islands	284	2 - Americas: Other Central and Caribbean	C
Brunei	673	8 - Asia: Southeast, Korea and Japan	C
Bulgaria	359	16 - Europe: Eastern	C
Burkina Faso	226	13 - Africa: Sub-Saharan	C
Burundi	257	13 - Africa: Sub-Saharan	C
Cambodia	855	8 - Asia: Southeast, Korea and Japan	C
Cameroon	237	13 - Africa: Sub-Saharan	C
Canada	2	101 - Americas: U.S. and Canada	A
Cape Verde Islands	238	13 - Africa: Sub-Saharan	C
Cayman Islands	345	2 - Americas: Other Central and Caribbean	C
Central African Republic	236	13 - Africa: Sub-Saharan	C
Chad	235	13 - Africa: Sub-Saharan	C
Chile	56	4 - Americas: Mercosur and Southern Cone	C
China	86	7 - Asia: China, Hong Kong, Taiwan	C
Colombia	57	3 - Americas: Andean	C

Comoros	269	13 - Africa: Sub-Saharan	C
Congo-Brazzaville	242	13 - Africa: Sub-Saharan	C
Congo-Kinshasa	243	13 - Africa: Sub-Saharan	C
Cook Islands	682	105 - Asia-Pacific: Australia and New Zealand	C
Costa Rica	506	2 - Americas: Other Central and Caribbean	C
Cote d'Ivoire	225	13 - Africa: Sub-Saharan	C
Croatia	385	16 - Europe: Eastern	C
Cuba	53	2 - Americas: Other Central and Caribbean	C
Curacao	599	2 - Americas: Other Central and Caribbean	C
Cyprus	357	102 - Europe: Western	C
Czech Republic	420	15 - Europe: Central	C
Denmark	45	102 - Europe: Western	A
Djibouti	253	17 - Africa: Eastern	C
Dominica	767	2 - Americas: Other Central and Caribbean	C
Dominican Republic	809	2 - Americas: Other Central and Caribbean	C
East Timor	670	8 - Asia: Southeast, Korea and Japan	C
Ecuador	593	3 - Americas: Andean	C
Egypt	20	11 - Middle East: MENA	C
El Salvador	503	2 - Americas: Other Central and Caribbean	C
Equatorial Guinea	240	13 - Africa: Sub-Saharan	C
Eritrea	291	17 - Africa: Eastern	C
Estonia	372	15 - Europe: Central	C
Ethiopia	251	17 - Africa: Eastern	C
Fiji	679	9 - Asia-Pacific: Islands	C
Finland	358	102 - Europe: Western	A
France	33	102 - Europe: Western	A
French Guiana	594	2 - Americas: Other Central and Caribbean	C

French Polynesia	689	9 - Asia-Pacific: Islands	C
Gabonese Republic	241	13 - Africa: Sub-Saharan	C
Gambia	220	13 - Africa: Sub-Saharan	C
Georgia	995	14 - Europe: Russia & CIS	C
Germany	49	102 - Europe: Western	A
Ghana	233	13 - Africa: Sub-Saharan	C
Greece	30	102 - Europe: Western	C
Grenada	473	2 - Americas: Other Central and Caribbean	C
Guadeloupe	590	2 - Americas: Other Central and Caribbean	C
Guatemala	502	2 - Americas: Other Central and Caribbean	C
Guinea	224	13 - Africa: Sub-Saharan	C
Guinea-Bissau	245	13 - Africa: Sub-Saharan	C
Guyana	592	2 - Americas: Other Central and Caribbean	C
Haiti	509	2 - Americas: Other Central and Caribbean	C
Honduras	504	2 - Americas: Other Central and Caribbean	C
Hong Kong	852	7 - Asia: China, Hong Kong, Taiwan	A
Hungary	36	15 - Europe: Central	C
Iceland	354	102 - Europe: Western	C
India	91	5 - Asia: India, Pakistan and Afghanistan	C
Indonesia	62	8 - Asia: Southeast, Korea and Japan	C
Iran	98	10 - Middle East: Gulf States	C
Iraq	964	10 - Middle East: Gulf States	C
Ireland	353	102 - Europe: Western	A
Isle of Man	101	102 - Europe: Western	C
Israel	972	11 - Middle East: MENA	A
Italy	39	102 - Europe: Western	B
Jamaica	876	2 - Americas: Other Central and Caribbean	C
Japan	81	8 - Asia: Southeast, Korea and Japan	A

Jordan	962	11 - Middle East: MENA	C
Kazakhstan	8	14 - Europe: Russia & CIS	C
Kenya	254	17 - Africa: Eastern	C
Kiribati	686	9 - Asia-Pacific: Islands	C
Kosovo	383	16 - Europe: Eastern	C
Kuwait	965	10 - Middle East: Gulf States	C
Kyrgyzstan	996	14 - Europe: Russia & CIS	C
Laos	856	8 - Asia: Southeast, Korea and Japan	C
Latvia	371	15 - Europe: Central	C
Lebanon	961	11 - Middle East: MENA	C
Lesotho	266	12 - Africa: Southern	C
Liberia	231	13 - Africa: Sub-Saharan	C
Libya	218	11 - Middle East: MENA	C
Liechtenstein	102	102 - Europe: Western	C
Lithuania	370	15 - Europe: Central	C
Luxembourg	352	102 - Europe: Western	A
Macedonia	389	16 - Europe: Eastern	C
Madagascar	261	13 - Africa: Sub-Saharan	C
Malawi	265	13 - Africa: Sub-Saharan	C
Malaysia	60	8 - Asia: Southeast, Korea and Japan	C
Maldives	960	6 - Asia: Other South	C
Mali	223	13 - Africa: Sub-Saharan	C
Malta	356	102 - Europe: Western	C
Martinique	596	2 - Americas: Other Central and Caribbean	C
Mauritania	222	13 - Africa: Sub-Saharan	C
Mauritius	230	12 - Africa: Southern	C
Mexico	52	1 - Americas: Mexico	B
Micronesia	691	9 - Asia-Pacific: Islands	C

Moldova	373	14 - Europe: Russia & CIS	C
Monaco	377	102 - Europe: Western	C
Mongolia	976	14 - Europe: Russia & CIS	C
Montenegro	382	16 - Europe: Eastern	C
Montserrat	664	2 - Americas: Other Central and Caribbean	C
Morocco	212	11 - Middle East: MENA	C
Mozambique	258	13 - Africa: Sub-Saharan	C
Myanmar	95	8 - Asia: Southeast, Korea and Japan	C
Namibia	264	12 - Africa: Southern	C
Nauru	674	9 - Asia-Pacific: Islands	C
Nepal	977	6 - Asia: Other South	C
Netherlands	31	102 - Europe: Western	A
New Caledonia	687	9 - Asia-Pacific: Islands	C
New Zealand	64	105 - Asia-Pacific: Australia and New Zealand	C
Nicaragua	505	2 - Americas: Other Central and Caribbean	C
Niger	227	13 - Africa: Sub-Saharan	C
Nigeria	234	13 - Africa: Sub-Saharan	C
North Korea	850	8 - Asia: Southeast, Korea and Japan	C
Norway	47	102 - Europe: Western	A
Oman	968	10 - Middle East: Gulf States	C
Pakistan	92	5 - Asia: India, Pakistan and Afghanistan	C
Palau	680	9 - Asia-Pacific: Islands	C
Palestinian Settlements	970	11 - Middle East: MENA	C
Panama	507	2 - Americas: Other Central and Caribbean	C
Papua New Guinea	675	9 - Asia-Pacific: Islands	C
Paraguay	595	4 - Americas: Mercosur and Southern Cone	C
Peru	51	3 - Americas: Andean	C

Philippines	63	8 - Asia: Southeast, Korea and Japan	C
Poland	48	15 - Europe: Central	C
Portugal	351	102 - Europe: Western	A
Qatar	974	10 - Middle East: Gulf States	C
Romania	40	16 - Europe: Eastern	C
Russia	7	14 - Europe: Russia & CIS	C
Rwanda	250	13 - Africa: Sub-Saharan	C
Samoa	685	9 - Asia-Pacific: Islands	C
Sao Tome & Principe	239	13 - Africa: Sub-Saharan	C
Saudi Arabia	966	10 - Middle East: Gulf States	C
Senegal	221	13 - Africa: Sub-Saharan	C
Serbia	381	16 - Europe: Eastern	C
Seychelles	248	12 - Africa: Southern	C
Sierra Leone	232	13 - Africa: Sub-Saharan	C
Singapore	65	8 - Asia: Southeast, Korea and Japan	A
Slovak Republic	421	15 - Europe: Central	C
Slovenia	386	102 - Europe: Western	C
Solomon Islands	677	9 - Asia-Pacific: Islands	C
Somalia	252	17 - Africa: Eastern	C
South Africa	27	12 - Africa: Southern	B
South Korea	82	8 - Asia: Southeast, Korea and Japan	C
Spain	34	102 - Europe: Western	A
Sri Lanka	94	6 - Asia: Other South	C
St. Helena	290	12 - Africa: Southern	C
St. Kitts/Nevis	869	2 - Americas: Other Central and Caribbean	C
St. Lucia	758	2 - Americas: Other Central and Caribbean	C
St. Vincent & Grenadines	784	2 - Americas: Other Central and Caribbean	C

Sudan		249	17 - Africa: Eastern	C
Suriname		597	2 - Americas: Other Central and Caribbean	C
Swaziland		268	12 - Africa: Southern	C
Sweden		46	102 - Europe: Western	A
Switzerland		41	102 - Europe: Western	A
Syrian Republic	Arab	963	11 - Middle East: MENA	C
Taiwan		886	7 - Asia: China, Hong Kong, Taiwan	C
Tajikistan		992	14 - Europe: Russia & CIS	C
Tanzania/Zanzibar		255	13 - Africa: Sub-Saharan	C
Thailand		66	8 - Asia: Southeast, Korea and Japan	C
Togo		228	13 - Africa: Sub-Saharan	C
Tonga		676	9 - Asia-Pacific: Islands	C
Trinidad & Tobago		868	2 - Americas: Other Central and Caribbean	C
Tunisia		216	11 - Middle East: MENA	C
Turkey		90	16 - Europe: Eastern	B
Turkmenistan		993	14 - Europe: Russia & CIS	C
Turks & Caicos		649	2 - Americas: Other Central and Caribbean	C
Tuvalu		688	9 - Asia-Pacific: Islands	C
Uganda		256	13 - Africa: Sub-Saharan	C
Ukraine		380	14 - Europe: Russia & CIS	C
United Emirates	Arab	971	10 - Middle East: Gulf States	B
United Kingdom		44	102 - Europe: Western	A
Uruguay		598	4 - Americas: Mercosur and Southern Cone	C
USA		1	101 - Americas: U.S. and Canada	A
Uzbekistan		998	14 - Europe: Russia & CIS	C
Vanuatu		678	9 - Asia-Pacific: Islands	C
Venezuela		58	3 - Americas: Andean	C

Vietnam	84	8 - Asia: Southeast, Korea and Japan	C
Western Sahara	1212	11 - Middle East: MENA	C
Yemen	967	10 - Middle East: Gulf States	C
Zambia	260	13 - Africa: Sub-Saharan	C
Zimbabwe	263	13 - Africa: Sub-Saharan	C

For the purposes of the above,

“S&P Recovery Rate” means in respect of each Collateral Debt Obligation and each Class of Rated Notes the recovery rate determined in accordance with the Collateral Management Agreement or advised by S&P; and

“S&P Recovery Rating” means, with respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the “Recovery Rating” assigned by S&P to such Collateral Debt Obligation based upon the tables set forth in this Annex B as may be modified or superseded by S&P.

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