

IMPORTANT NOTICE

You must read the following disclaimer before continuing

THIS DOCUMENT MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER AND, IN PARTICULAR, MAY NOT BE TRANSMITTED INTO OR DISTRIBUTED WITHIN THE UNITED STATES TO ANY PERSON UNLESS SUCH PERSON IS BOTH A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") (AS DEFINED IN RULE 144A ("**RULE 144A**") UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**")) IN RELIANCE ON RULE 144A AND A "QUALIFIED PURCHASER" ("**QP**") FOR THE PURPOSES OF SECTION 3(c)(7) OF THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"), IN EACH CASE FOR ITS OWN ACCOUNT FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO THE DISTRIBUTION THEREOF OR OF THE SECURITIES DESCRIBED HEREIN (EXCEPT IN ACCORDANCE WITH RULE 144A).

FURTHER, THIS DOCUMENT MAY NOT BE TRANSMITTED OR DISTRIBUTED OUTSIDE OF THE UNITED STATES OTHER THAN TO ANY PERSON THAT IS NOT A "U.S. PERSON" AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**") WITH A VIEW TO PURCHASING THE SECURITIES DESCRIBED HEREIN IN AN "OFFSHORE TRANSACTION" WITHIN THE MEANING OF REGULATION S.

The following disclaimer applies to the document attached following this notice (the "**document**") and you are therefore required to read this disclaimer page carefully before reading, accessing or making any other use of the document. In accessing the document, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, each time you receive any information from us as a result of such access.

The document is only being provided to you at your request as a general explanation of the structure of the transaction described therein and is not intended to constitute or form part of an offer to sell or an invitation or solicitation of an offer to sell the notes described therein, nor shall it (or any part of it), or the fact of its distribution, form the basis of or be relied on in connection with any contract therefor.

Nothing in this electronic transmission constitutes an offer of securities for sale in any jurisdiction where it is unlawful to do so. The Notes (as defined in the attached document) have not been, and will not be, registered under the Securities Act, or the securities laws of any state of the U.S. or any other jurisdiction and the Notes may not be offered or sold within the U.S. or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state or local securities laws.

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Confirmation of Your Representation: In order to be eligible to view the document or make an investment decision with respect to the Notes, each investor must either be (a) a person that is both a QIB and a QP, or (b) a

non-U.S. Person (as defined in Regulation S) with a view to purchasing the securities described herein in "offshore transactions" (within the meaning of Regulation S). The document is being sent at your request and by accepting the e-mail and accessing the document, you shall be deemed to have represented to us that (1) you and any customers that you represent are either (a) persons that are both QIBs and QPs, or (b) non-U.S. Persons and that the electronic email address that you gave us and to which this email has been delivered is not located in the U.S., (2) such acceptance and access to the document by you and any customers that you represent is not unlawful in the jurisdiction where it is being made to you and any customers that you represent, (3) you consent to delivery of the document by electronic transmission, and (4) you consent to accept delivery by electronic transmission of any subsequent offering circulars on distribution and publication of the same.

The document has been sent to you in the belief that you are (a) a person in member states of the European Economic Area ("**EEA**") that is a "qualified investor" within the meaning of Article 2(1)(e) of EU Directive 2003/71/EC (as amended) ("**Qualified Investor**"), (b) in the United Kingdom (the "**UK**"), a Qualified Investor of the kind described in Article 49(2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or who otherwise falls 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 and (c) a person to whom the document can be sent lawfully in accordance with all other applicable securities laws. If this is not the case then you must return the document immediately.

The document has been sent to you in electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of transmission and consequently none of *Voya Euro CLO II Designated Activity Company*, *Citigroup Global Markets Limited* or *Voya Alternative Asset Management LLC* (or, in each case, any person who controls it or 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 us.

You are reminded that the document has been delivered to you on the basis that you are a person into whose possession the document may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not nor are you authorised to deliver the document to any other person.

Restrictions: Nothing in this electronic transmission constitutes an offer of securities for sale in the United States or any other jurisdiction. Any securities to be issued will not be registered under the Securities Act and may not be offered or sold in the United States or to or for the account or benefit of any U.S. person (as such terms are defined in Regulation S) unless registered under the Securities Act or pursuant to an exemption from such registration.

VOYA EURO CLO II DESIGNATED ACTIVITY COMPANY

(a designated activity company limited by shares incorporated under the laws of Ireland with registered number 625587 and having its registered office in Ireland)

€2,250,000 Class X Senior Secured Floating Rate Notes due 2032
€248,000,000 Class A Senior Secured Floating Rate Notes due 2032
€28,275,000 Class B-1 Senior Secured Floating Rate Notes due 2032
€10,000,000 Class B-2 Senior Secured Fixed Rate Notes due 2032
€26,300,000 Class C Senior Secured Deferrable Floating Rate Notes due 2032
€22,850,000 Class D Senior Secured Deferrable Floating Rate Notes due 2032
€24,000,000 Class E Senior Secured Deferrable Floating Rate Notes due 2032
€9,150,000 Class F Senior Secured Deferrable Floating Rate Notes due 2032
€33,724,000 Class M-1 Subordinated Notes due 2032
€626,000 Class M-2 Subordinated Notes due 2032

The assets securing the Notes (as defined below) will consist of a portfolio of primarily Senior Loans, Senior Secured Bonds, Mezzanine Obligations and High Yield Bonds managed by Voya Alternative Asset Management LLC (the "**Collateral Manager**", which term shall include its permitted successors and assigns) pursuant to the terms of a collateral management agreement dated on or about 24 June 2019 (the "**Issue Date**") and between, among others, the Issuer, U.S. Bank National Association as trustee (the "**Trustee**") and the Collateral Manager (the "**Collateral Management Agreement**").

Voya Euro CLO II Designated Activity Company (the "**Issuer**") will issue the Class X Notes, the Class A Notes, the Class B-1 Notes, the Class B-2 Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes, the Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes (each as defined herein).

The Class X Notes, the Class A Notes, the Class B-1 Notes, the Class B-2 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 Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes (the Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes, together the "**Subordinated Notes**") are collectively referred to herein as the "**Notes**". The Notes will be issued and secured pursuant to a trust deed dated on or about the Issue Date and made between, among others, the Issuer, the Trustee and the Collateral Manager (the "**Trust Deed**").

Interest on the Notes will be payable: (i) quarterly in arrear on 15 January, 15 April, 15 July and 15 October at any time other than following the occurrence of a Frequency Switch Event (as defined herein); and (ii) semi-annually in arrear following the occurrence of a Frequency Switch Event on: (A) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the Frequency Switch Event falls in either January or July); or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the Frequency Switch Event falls in either April or October), in each year, commencing on 15 January 2020 and ending on the Maturity Date (as defined herein) (subject to any earlier redemption of the Notes and in accordance with the Priorities of Payment described herein, in each case, subject to further adjustment for non-Business Days in accordance with the Conditions).

The Notes will be subject to Optional Redemption, 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 does not constitute a prospectus for the purposes of Article 5 of Directive 2003/71/EC (as amended) (the "**Prospectus Directive**"). The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Directive. Application has been made to Euronext Dublin for the Notes to be admitted to the Official List (the "**Official List**") and trading on the Global Exchange Market of Euronext Dublin (the "**Global Exchange Market**") which is the exchange

regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II (as defined below). There can be no assurance that any such approval will be granted or, if granted, that such listing and admission to trading will be maintained. This Offering Circular will constitute listing particulars for the purpose of such listing application. This Offering Circular has been approved as a Listing Particulars by Euronext Dublin.

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 an 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 Irish Excluded Assets (as defined herein)) of the Issuer will not be available for payment of such shortfall, all claims and obligations in respect of which shall be extinguished. See Condition 4 (*Security*).

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 from Moody's Investors Service, Ltd. ("**Moody's**") and Fitch Ratings Limited ("**Fitch**" and, together with Moody's, the "**Rating Agencies**", and each, a "**Rating Agency**"): the Class X Notes: "Aaa (sf)" from Moody's and "AAA (sf)" from Fitch; the Class A Notes: "Aaa (sf)" from Moody's and "AAA (sf)" from Fitch; the Class B-1 Notes: "Aa2 (sf)" from Moody's and "AA (sf)" from Fitch; the Class B-2 Notes: "Aa2 (sf)" from Moody's and "AA (sf)" from Fitch; the Class C Notes: "A2 (sf)" from Moody's and "A (sf)" from Fitch; the Class D Notes: "Baa3 (sf)" from Moody's and "BBB- (sf)" from Fitch; the Class E Notes: "Ba3 (sf)" from Moody's and "BB- (sf)" from Fitch; and the Class F Notes: "B3 (sf)" from Moody's and "B- (sf)" from Fitch. The Subordinated Notes will not be rated.

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 persons that are not "U.S. persons" (as such term is defined in Regulation S under the Securities Act ("**Regulation S**")) ("**U.S. Persons**"); and (b)(i) within the United States to persons and (ii) outside the United States to U.S. Persons, in each case, who are both "qualified institutional buyers" (as defined in Rule 144A under the Securities Act ("**Rule 144A**")) 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**"). The Issuer has not been and will not 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*".

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 of Ireland (the "**Central Bank**"). The Issuer is not regulated by the Central Bank by virtue of the issue of the Notes.

The Notes are being offered by the Issuer through Citigroup Global Markets Limited 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. It is expected that delivery of the Notes will be made on or about the Issue Date. The Placement Agent may offer the Notes at prices as may be negotiated at the time of sale which may vary among different purchasers.

Citigroup Global Markets Limited
Arranger and Placement Agent

The date of this Offering Circular is 21 June 2019

The Issuer accepts responsibility for the information contained in this document 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 sections of this document headed "Risk Factors—Certain Conflicts Of Interest—Certain Conflicts of Interest Involving or Relating to the Collateral Manager and its Affiliates", "Risk Factors—Certain Conflicts Of Interest—Conflicts related to obligations that the Collateral Manager, its affiliates or their respective related Persons have to other Clients" and "The Collateral Manager". 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. The Collateral Administrator accepts responsibility for the information contained in the section of this document headed "Description of the Collateral Administrator". To the best of the knowledge and belief of the Collateral Administrator (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 Retention Holder accepts responsibility for the information contained in the section of this document headed "The EU Retention and Disclosure Requirements —Description of the Retention Holder" and "The EU Retention and Disclosure Requirements —Origination of Collateral Debt Obligations". To the best of the knowledge and belief of the Retention Holder (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 document headed "Risk Factors—Certain Conflicts Of Interest—Certain Conflicts of Interest Involving or Relating to the Collateral Manager and its Affiliates", "Risk Factors—Certain Conflicts Of Interest—Conflicts related to obligations that the Collateral Manager, its affiliates or their respective related Persons have to other Clients" and "The Collateral Manager", in the case of the Collateral Manager, the section of this document headed "Description of the Collateral Administrator", in the case of the Collateral Administrator, and the section of this document headed "The EU Retention and Disclosure Requirements —Description of the Retention Holder" and "The EU Retention and Disclosure Requirements—Origination of Collateral Debt Obligations" in the case of the Retention Holder, none of the Collateral Manager, the Collateral Administrator nor 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, the Trustee, the Collateral Manager (save in respect of the sections headed "Risk Factors—Certain Conflicts Of Interest—Certain Conflicts of Interest Involving or Relating to the Collateral Manager and its Affiliates", "Risk Factors—Certain Conflicts Of Interest—Conflicts related to obligations that the Collateral Manager, its affiliates or their respective related Persons have to other Clients" and "The Collateral Manager"), the Collateral Administrator (save in respect of the section headed "Description of the Collateral Administrator"), the Retention Holder (save in respect of the section headed "The EU Retention and Disclosure Requirements—Description of the Retention Holder" and "The EU Retention and Disclosure Requirements—Origination of Collateral Debt Obligations") any Agent (save for the Collateral Administrator as specified above), 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 Trustee, the Collateral Manager (save as specified above), the Collateral Administrator (save as specified above), the Retention Holder (save as specified above), any Agent (save for the Collateral Administrator as specified above), 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 Trustee, the Collateral Manager, the Collateral Administrator, the Retention Holder, any Agent, any Hedge Counterparty nor any other party (save for the Issuer) undertakes 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 or to review the financial condition or affairs of the Issuer during the life of the arrangements contemplated by this Offering

Circular. None of the Placement Agent, the Trustee, the Collateral Manager (save as specified above), the Collateral Administrator (save as specified above), the Retention Holder (save as specified above), any Agent (save for the Collateral Administrator as specified above), 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. None of the Arranger, the Placement Agent nor any of its affiliates accepts any responsibility for any acts or omissions of the Trustee, the Issuer or any other person (other than the Arranger or the Placement Agent) in connection with the Offering Circular or the issue and offering of the Notes.

*This Offering Circular does not constitute an offer of, or an invitation by or on behalf of, the Issuer, the Placement Agent, the Collateral Manager, the Retention Holder, the Collateral Administrator any of their respective Affiliates 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 UK Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) or who otherwise fall within an exemption set forth in such Order so that Section 21(1) of the UK 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. For these purposes, a retail investor means: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU; or (ii) a customer within the meaning of Directive 2002/92/EC where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of Directive 2014/65/EU.

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 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.

*Amounts payable on the Floating Rate Notes are calculated by reference to EURIBOR. As at the date of this Offering Circular, the administrator of EURIBOR (being the European Money Markets Institute) is not included in ESMA's register of administrators under Article 36 of the Regulation (EU) No. 2016/1011 (the "**Benchmarks Regulation**"). As far as the Issuer is aware, the transitional provisions in Article 51 of the Benchmarks Regulation apply, such that the European Money Markets Institute is not currently required to obtain authorisation/registration (or, if located outside the European Union, recognition, endorsement or equivalence).*

*Each of Moody's Investors Service Ltd. and Fitch Ratings Limited are established in the European Union and are registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA3**"). As such each of Moody's Investors Service Ltd and Fitch Ratings Limited is included in the list of credit rating agencies published by the European Services and Markets Authority ("**ESMA**") on its website in accordance with the CRA3.*

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

In connection with the issue of the Notes, no stabilisation will take place and Citigroup Global Markets Limited will not be acting as stabilising manager in respect of the Notes.

EU Retention and Disclosure Requirements

In accordance with the EU Retention Requirements, the Retention Holder will undertake to the Issuer, the Trustee, the Collateral Administrator, the Placement Agent and the Arranger pursuant to the Risk Retention Letter that, on the Issue Date, it will acquire and hold on an ongoing basis for so long as any Class of Notes remains Outstanding, a material net economic interest of not less than five per cent. of the nominal value of each Class of Notes then Outstanding for the purposes of satisfying the EU Retention Requirements (as in force on the Issue Date).

In respect of the EU Disclosure Requirements, (i) the Issuer will undertake to be designated as the entity required to make available to the Noteholders, potential investors in the Notes and the competent authorities the reports and information necessary to fulfil the reporting requirements thereunder, (ii) the Collateral Manager will undertake (subject to any confidentiality undertakings given by the Collateral Manager or to which the Collateral Manager is subject) to provide to the Issuer (or any third party reporting services provider appointed by the Issuer) and the Collateral Administrator all reports, data and other information reasonably necessary and in its possession and/or control in connection for the proper performance by the Issuer as the reporting entity of such reporting obligations and (iii) following the occurrence of the Securitisation Regulation Reporting Effective Date, the Issuer (with the consent of the Collateral Manager) shall propose in writing to the Collateral Administrator the form, content, timing and manner of publication of any such reports and information for the purposes of the EU Disclosure Requirements. The Collateral Administrator shall consult with the Issuer and the Collateral Manager and, if it agrees to assist the Issuer with providing such reporting on such proposed terms, shall confirm in writing to the Issuer and the Collateral Manager. If the Collateral Administrator does not agree to provide such reporting, the Issuer (with the consent of the Collateral Manager) shall appoint another entity to make such information available to the competent authorities, any Noteholder and any potential investor in the Notes.

For the avoidance of doubt, to the extent the Collateral Administrator agrees to provide such information and reporting on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil reporting obligations under the EU Disclosure Requirements. In providing such information and reporting, neither the Collateral Administrator (nor any other person) assumes any responsibility or liability to any third party, including the Noteholders and potential Noteholders (including for their use and/or onward disclosure of such information and reporting), and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

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 are sufficient to comply with the EU Retention and Disclosure Requirements or any other regulatory requirement to which they may be subject. Notwithstanding anything to the contrary herein, none of the Issuer, the Collateral Manager, the Retention Holder, the Placement Agent, the Collateral Administrator, 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 EU Retention and Disclosure Requirements in their relevant jurisdiction or any other applicable legal, regulatory or other requirements, other than as set out above. Each prospective investor in the Notes which is subject to the EU Retention and Disclosure Requirements or any other regulatory requirement should consult with its own legal, accounting and other advisors 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 and Disclosure Requirements or similar requirements of which it is uncertain.

See "*Risk Factors—Regulatory Initiatives—EU Disclosure Requirement*", "*Risk Factors—Regulatory Initiatives—Risk Retention and Due Diligence Requirements—EU Risk Retention and Due Diligence Requirements*", and "*The EU Retention and Disclosure Requirements*" below.

Volcker Rule

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

A "covered fund" is defined widely and includes any issuer which would be an investment company under the U.S. Investment Company Act 1940, as amended (the "**Investment Company Act**") but for the exception contained in section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions found in the Volcker Rule's implementing regulations.

An "ownership interest" is defined widely and may arise through a holder's exposure to the profits and losses of the "covered fund" to which such "ownership interest" relates, as well as through certain rights of the holder to participate in the selection or removal of, among others, an investment advisor, investment manager, or general partner, trustee, or member of the board of directors or other similar governing body of the "covered fund".

Investors should conduct their own analysis to determine whether the Issuer may be considered to be a "covered fund" for their purposes. None of the Issuer, the Placement Agent, the Arranger, the Collateral Manager, the Trustee, the Agents nor any of their affiliates makes any representation to any prospective investor or purchaser of the Notes as to how any regulator may interpret the application of the Volcker Rule to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future.

It should be noted that a "commodity pool" as defined in the CEA (see "*Risk Factors—Regulatory Initiatives—Commodity Pool Regulation*") 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.

Furthermore, the holders of any of the Class X Notes and the Class A Notes, the Class B-1 Notes, the Class B-2 Notes, the Class C Notes or the Class D Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes or CM Removal and Replacement Non-Voting Notes are disenfranchised in respect of any CM Removal Resolution or CM Replacement Resolution in an effort to cause such instruments to fall outside the definition of "ownership interest". However, there can be no assurance that these disenfranchisement features will be effective in resulting in such 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 or prohibit the ability of "banking entities" to acquire or retain an "ownership interest" in the Issuer and, with respect to banking entities which have certain business relationships with the Issuer, to 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 or is considering entering to a credit related financial transaction with the Issuer should consult its own legal and regulatory advisors and consider the potential impact of the Volcker Rule in respect of such investment or such financial transaction. 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 may be considered to be a "covered fund" for their purposes. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Placement Agent, the Arranger, the Collateral Manager, the Collateral Manager Related Persons, the

Trustee, the Agents or any of their Affiliates makes any representation, warranty or guarantee to any prospective investor or purchaser of the Notes as to how any regulator may interpret the application of the Volcker Rule to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future. See "*Risk Factors—Regulatory Initiatives—Volcker Rule*" for further information.

U.S. Investment Company Act of 1940

As at the Issue Date, the Issuer has not been and will not be registered under the Investment Company Act in reliance on Section 3(c)(7) of the Investment Company Act. Exemptions or exclusions from registration as an investment company under the Investment Company Act other than those set out in sections 3(c)(1) and 3(c)(7) of the Investment Company Act may be available to the Issuer, but it is unlikely, and there can be no assurance that, any such exemptions or exclusions will be available or that the Issuer will elect to rely on such exemptions.

Investors should conduct their own analysis to determine whether the Issuer may be considered to be a "covered fund" for their purposes. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Placement Agent, the Arranger, the Collateral Manager, the Collateral Manager Related Persons, the Trustee, the Agents or any of their Affiliates makes any representation, warranty or guarantee to any prospective investor or purchaser of the Notes as to how any regulator may interpret the application of the Volcker Rule to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future. See "*Risk Factors—Regulatory Initiatives—Volcker Rule*" below for further information.

Information as to placement within the United States

The Notes of each Class offered pursuant to an exemption from registration requirements under Rule 144A under the Securities Act ("**Rule 144A**") (the "**Rule 144A Notes**") will be sold only to "qualified institutional buyers" ("**QIBs**") (as defined in Rule 144A) that are also "qualified purchasers" ("**QPs**") for the purposes of Section 3(c)(7) of the Investment Company Act. Rule 144A Notes of each Class (other than in certain circumstances, the Class E Notes, the Class F Notes and the Subordinated Notes) will 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 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 depositary for Euroclear Bank SA/NV, as operator of the Euroclear system ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**") or, in the case of Rule 144A Definitive Certificates, the registered holder thereof. The Notes of each 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 by definitive certificates of such Class (each, a "**Regulation S Definitive Certificate**" and, together, the "**Regulation S 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 depositary for Euroclear and Clearstream Luxembourg 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 Class E Notes, the Class F Notes and the Subordinated Notes, Notes in definitive, certificated, fully registered form will be issued only in limited circumstances. The Class E Notes, the Class F Notes and the Subordinated Notes may in certain circumstances described herein be issued in definitive, certificated, fully registered form pursuant to the Trust Deed and will be offered: (i) outside the United States to non-U.S. Persons in reliance on Regulation S; and (ii) 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). In each case, purchasers and transferees of Notes will be deemed, and in certain circumstances will be required, to have made certain representations and agreements. See "*Form of the Notes*", "*Book Entry Clearance Procedures*", "*Plan of Distribution*" and "*Transfer Restrictions*".

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 both a QIB and a QP and 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 (other than in the case of the Placement Agent) 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 both a QIB and 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.

THE NOTES 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 OFFERING CIRCULAR. 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**") and for the listing of the Notes on the Official List of Euronext Dublin. 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 and the Placement Agent, 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 Notes offered herein is prohibited.

Disclosure

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 U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT OF THE ISSUER, THE NOTES, AND THE TRANSACTIONS DESCRIBED IN THIS OFFERING CIRCULAR AND ALL MATERIALS OF ANY KIND (INCLUDING OPINIONS OR OTHER U.S. TAX ANALYSES) RELATING TO SUCH U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT AND THAT MAY BE RELEVANT TO UNDERSTANDING SUCH U.S. FEDERAL, STATE, AND LOCAL TAX TREATMENT.

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 who is a QIB of a Note sold in reliance on Rule 144A 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) of the Securities Act if, at the time of the request, the Issuer is neither: (i) a reporting company under Section 13 or Section 15(d) of the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"); nor (ii) 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 and free of charge, at the office of the Principal Paying Agent.

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, THE PLACEMENT AGENT, THE COLLATERAL MANAGER, THE TRUSTEE, OR THE COLLATERAL ADMINISTRATOR (OR ANY OF THEIR RESPECTIVE AFFILIATES) SPECIFIED HEREIN SHALL HAVE ANY RESPONSIBILITY THEREFOR.

THE NOTES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD OR PLEDGED EXCEPT AS PERMITTED UNDER THE U.S. 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.

CURRENCIES

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to: (i) "**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 cease to have such single currency as its lawful currency (such member state(s) being the "**Exiting State(s)**"), **Euro**, **euro**, **€** and **EUR** 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); (ii) "**US Dollar**", "**US dollar**", "**USD**", "**U.S. Dollar**" or "**\$**" shall mean the lawful currency of the United States of America; and (iii) "**£**", "**Sterling**" and "**GBP**" are references to the lawful currency for the time being of the United Kingdom of Great Britain and Northern Ireland.

NO STABILISATION

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

COMMODITY POOL REGULATION

BASED UPON INTERPRETIVE GUIDANCE PROVIDED FROM A DIVISION OF THE U.S. COMMODITY FUTURES TRADING COMMISSION (THE "**CFTC**"), THE ISSUER IS NOT EXPECTED TO BE TREATED AS A COMMODITY POOL AND AS SUCH, THE ISSUER (OR THE COLLATERAL MANAGER ON THE ISSUER'S BEHALF) MAY ENTER INTO ONE OR MORE HEDGE AGREEMENTS (OR ANY OTHER AGREEMENT THAT WOULD FALL WITHIN THE DEFINITION OF "SWAP" AS SET OUT IN THE CEA (AS DEFINED BELOW)) FOLLOWING RECEIPT OF LEGAL ADVICE FROM REPUTABLE COUNSEL TO THE EFFECT THAT NONE OF THE ISSUER, ITS DIRECTORS OR OFFICERS, OR THE COLLATERAL MANAGER OR ANY OF ITS DIRECTORS, OFFICERS OR EMPLOYEES, SHOULD BE REQUIRED TO REGISTER WITH THE CFTC AS A "COMMODITY POOL OPERATOR" (AS SUCH TERM IS DEFINED IN THE U.S. COMMODITY EXCHANGE ACT OF 1936, AS

AMENDED (THE "CEA")) 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" AS DEFINED IN THE CEA, THE COLLATERAL MANAGER WOULD EITHER SEEK TO UTILISE ANY AVAILABLE EXEMPTIONS FROM REGISTRATION AS A COMMODITY POOL OPERATOR (A "CPO") OR REGISTER AS A CPO. UTILIZING ANY SUCH EXEMPTION FROM REGISTRATION MAY IMPOSE ADDITIONAL COSTS ON THE COLLATERAL MANAGER, AND MAY SIGNIFICANTLY LIMIT ITS ABILITY TO ENGAGE IN HEDGING ACTIVITIES ON BEHALF OF THE ISSUER. IF THE COLLATERAL MANAGER IS REQUIRED TO REGISTER AS A CPO, IT WILL BECOME SUBJECT TO NUMEROUS REPORTING AND OTHER REQUIREMENTS AND IT IS EXPECTED THAT IT WILL INCUR SIGNIFICANT ADDITIONAL COSTS IN COMPLYING WITH ITS OBLIGATIONS AS A REGISTERED CPO, WHICH COSTS ARE EXPECTED TO BE PASSED ON TO THE ISSUER AND MAY ADVERSELY AFFECT THE ISSUER'S ABILITY TO MAKE PAYMENT ON THE NOTES. SEE "RISK FACTORS—REGULATORY INITIATIVES—COMMODITY POOL REGULATION" BELOW.

MiFID II Product Governance

Solely for the purposes of the manufacturer's (the "**Manufacturer**") product approval process, the target market assessment in respect of the Notes has led to the conclusion that: (i) the target market for the Notes is eligible counterparties and professional clients only, each as defined in MiFID II; and (ii) all channels for distribution of the Notes to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Notes (a "**Distributor**") should take into consideration the Manufacturer's target market assessment; however, a Distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Notes (by either adopting or refining the Manufacturers' target market assessment) and determining appropriate distribution channels.

PRIIPs Regulation and Prospectus Directive

The Notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area ("**EEA**"). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Mediation Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the Prospectus Directive. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the "**PRIIPs Regulation**") for offering or selling the Notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Where the Placement Agent carries on regulated activities with or for investors in the course of or as a result of carrying on corporate finance business with or for a client of the Placement Agent (such as when the Placement Agent is advising the Issuer in relation to the issuance described herein), the Placement Agent will not be acting on behalf of investors and will not be responsible for providing investors with protections afforded to clients of the Placement Agent (such as the Issuer in relation to the issuance described herein) or advise investors in relation to any transactions.

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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 and related documents referred to herein. Capitalised terms not specifically defined in this Overview have the meanings set out in Condition 1 (Definitions) under the "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" below.*

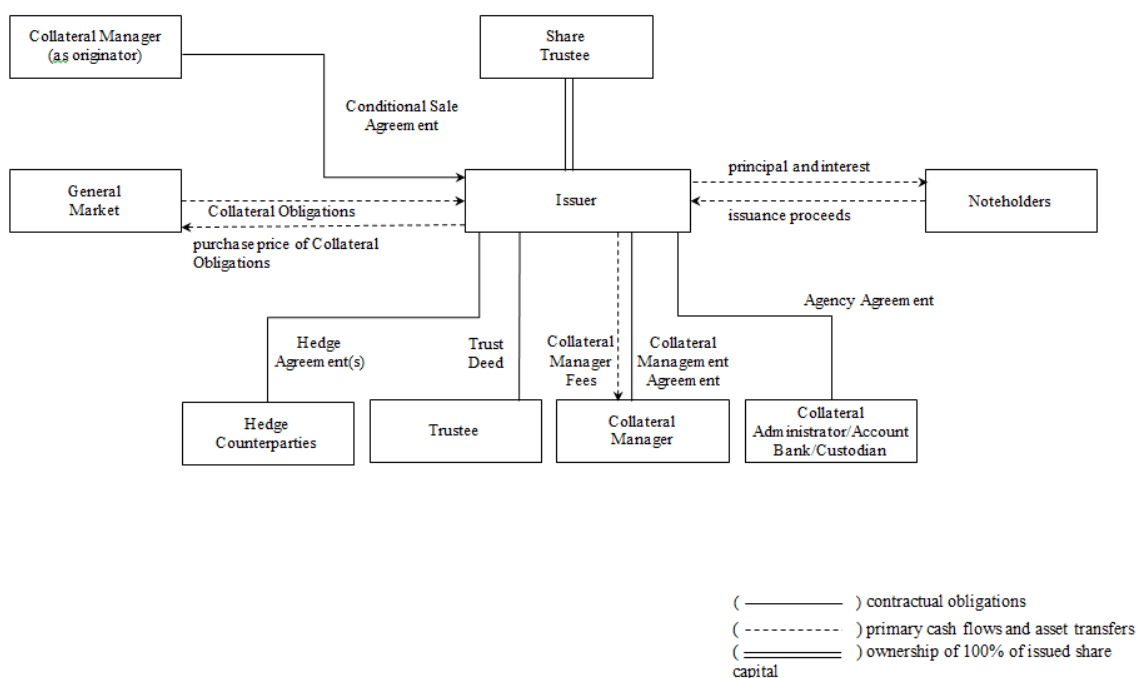
Issuer	Voya Euro CLO II Designated Activity Company, a designated activity company limited by shares duly incorporated under the laws of Ireland with registered number 625587 and having its registered office at 3 rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland
Collateral Manager	Voya Alternative Asset Management LLC
Trustee	U.S. Bank National Association
Placement Agent	Citigroup Global Markets Limited
Collateral Administrator	U.S. Bank National Association

Notes							
Class of Notes	Principal Amount	Initial Stated Interest Rate ^{1,2}	Alternative Stated Interest Rate ³	Moody's Rating of at least ⁴	Fitch Rating of at least ⁴	Stated Maturity	Issue Price ⁵
Class X	€2,250,000	3 month EURIBOR ⁶ +0.54%	6 month EURIBOR ⁶ +0.54%	"Aaa (sf)"	"AAA (sf)"	15 July 2032	100.00%
Class A	€248,000,000	3 month EURIBOR ⁶ +1.14%	6 month EURIBOR ⁶ +1.14%	"Aaa (sf)"	"AAA (sf)"	15 July 2032	100.00%
Class B-1	€28,275,000	3 month EURIBOR ⁶ +1.90%	6 month EURIBOR ⁶ +1.90%	"Aa2 (sf)"	"AA (sf)"	15 July 2032	100.00%
Class B-2	€10,000,000	2.55%	2.55%	"Aa2 (sf)"	"AA (sf)"	15 July 2032	100.00%
Class C	€26,300,000	3 month EURIBOR ⁶ +2.75%	6 month EURIBOR ⁶ +2.75%	"A2 (sf)"	"A (sf)"	15 July 2032	100.00%
Class D	€22,850,000	3 month EURIBOR ⁶ +3.90%	6 month EURIBOR ⁶ +3.90%	"Baa3 (sf)"	"BBB- (sf)"	15 July 2032	100.00%
Class E	€24,000,000	3 month EURIBOR ⁶ +5.90%	6 month EURIBOR ⁶ +5.90%	"Ba3 (sf)"	"BB-(sf)"	15 July 2032	96.50%
Class F	€9,150,000	3 month EURIBOR ⁶ +8.39%	6 month EURIBOR ⁶ +8.39%	"B3 (sf)"	"B- (sf)"	15 July 2032	93.50%

Class M-1 Subordinated Notes	€33,724,000	N/A ⁷	N/A ⁷	N/A	N/A	15 July 2032	100.00%
Class M-2 Subordinated Notes	€626,000	N/A ⁸	N/A ⁸	N/A	N/A	15 July 2032	100.00%

- 1 Applicable at any time prior to the occurrence of a Frequency Switch Event. The rate of interest of the Rated Notes of each Class (other than the Class B-2 Notes) for the first Accrual Period will be determined by reference to a straight line interpolation of 6-month EURIBOR and 12-month EURIBOR. Payment of interest on the Subordinated Notes will be made on an available funds basis in accordance with the Priorities of Payment.
- 2 Any Class of Rated Notes may be issued with a fixed rate, a floating rate or a combination of both.
- 3 Applicable following the occurrence of a Frequency Switch Event.
- 4 The ratings assigned by Fitch to the Class X Notes, the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned by Fitch 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. The ratings assigned by Moody's to the Rated Notes address the unexpected loss posed to investors by the legal final maturity on the Maturity Date. A security rating is not a recommendation to buy, sell or hold the Rated Notes and may be subject to revision, suspension or withdrawal at any time by the applicable Rating Agency. As of the date of this Offering Circular, each of the Rating Agencies is established in the European Union ("EU") and is registered under Regulation (EC) No 1060/2009 (as amended, the "CRA3"). As such, each Rating Agency is included in the list of credit rating agencies published by the European Securities and Markets Authority ("ESMA") on its website in accordance with the CRA3.
- 5 The Placement Agent may, on behalf of the Issuer, offer the Notes at other prices, as may be negotiated at the time of sale.
- 6 EURIBOR will be subject to a minimum of zero per cent. per annum.
- 7 Subject to available Interest Proceeds, see Condition 6(a)(ii) (*Subordinated Notes*).
- 8 Subject to and in accordance with the Priorities of Payments, the Class M-2 Subordinated Noteholder Amount shall be paid as interest on the Class M-2 Subordinated Notes, on an available funds basis. All other payments are subject to available Interest Proceeds, see Condition 6(a)(ii) (*Subordinated Notes*).

Diagrammatic Overview of the Transaction, Cash Flows and Ownership Structure



Eligible Purchasers

The Notes of each Class will be offered:

- (a) to persons that are not U.S. Persons ("**non-U.S. Persons**") in "offshore transactions" in reliance on Regulation S; and
- (b) to U.S. Persons, in each case, who are QIB/QPs in reliance on Rule 144A.

Distributions on the Notes

Payment Dates

Interest on the Notes will be payable:

- (a) following the occurrence of a Frequency Switch Event on (A) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either January or July), or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either April or October); and
- (b) 15 January, 15 April, 15 July and 15 October, at all other times,

in each year, commencing on 15 January 2020 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).

The Issuer and the Collateral Manager may (and shall, if so directed by an Ordinary Resolution of the Subordinated Noteholders) designate a date other than a scheduled Payment Date as a Payment Date provided that, *inter alia*, it falls on a Business Day falling on or after the redemption in full of all Classes of Rated Notes (see Condition 3(l) (*Unscheduled Payment Dates*)).

Frequency Switch Event

The occurrence on any Frequency Switch Measurement Date of either:

- (a) (i) the Aggregate Principal Balance (determined in accordance with the definition thereof, excluding Defaulted Obligations) of Collateral Debt Obligations that reset so as to become Semi-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), being greater than or equal to 20 per cent. of the Aggregate Collateral Balance (the Aggregate Collateral Balance being determined in accordance with the definition thereof, excluding Defaulted Obligations); (ii) 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 less than 100 per cent. (and provided that for such purpose, paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero); and (iii) 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 100 per cent. (and provided for such purpose: (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero; (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) 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

- (b) the Collateral Manager declaring in its sole discretion that a Frequency Switch Event shall have occurred, (*provided that* for so long as any of the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100 per cent. (and provided for such purpose: (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero; (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) 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).

Stated Note Interest

Interest in respect of the Notes of each Class will be payable: (i) semi-annually in arrear in respect of each six month Accrual Period; and (ii) quarterly in arrear in respect of each three month Accrual Period, in each case, on each Payment Date (with the first Payment Date occurring in January 2020) in accordance with the Interest Proceeds Priority of Payments.

The Class M-2 Subordinated Noteholder Amount payable in respect of the Class M-2 Subordinated Notes shall be computed in accordance with the Conditions and 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 January 2020) in accordance with the Priorities of Payments and calculated as a proportion of the Aggregate Collateral Balance from time to time.

In addition to the payment of any Class M-2 Subordinated Noteholder Amounts in respect of the Class M-2 Subordinated Notes, interest shall be payable on the Subordinated Notes on each Payment Date to the extent funds are available in accordance with the Priorities of Payments

Class M-2 Subordinated Noteholder Amount.....

In respect of a Payment Date and the immediately preceding Due Period thereto, an amount, as determined by the Calculation Agent, equal to 0.35 per cent. per annum (calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case 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 of the first day of such Due Period.

Non-Payment and Deferral of Interest.....

Failure on the part of the Issuer to pay the Interest Amounts due and payable on the Class X Notes, the Class A Notes or the Class B Notes in accordance with Condition 6 (*Interest*) and the Priorities of Payment by reason solely that there are insufficient funds standing to the credit of the Payment Account shall not constitute an Event of Default unless and until such failure continues for a period of at least five Business Days (save in the case of an administrative error or omission only, where such failure continues for a period of at least seven Business Days) and except, in each case, as the result of any deduction therefrom or the imposition of any withholding thereon as set out in Condition 9 (*Taxation*).

Failure on the part of the Issuer to pay interest payments due and payable on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes pursuant to Condition 6 (*Interest*) and the Priorities of Payment will not constitute an Event of Default. To the extent that interest payments on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes are not made on the relevant Payment Date, an amount equal to such unpaid interest will be added to the Principal Amount Outstanding of the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes (as applicable) and from the date such unpaid interest is added to the applicable Principal Amount Outstanding of the relevant Class of Notes, such unpaid amount will accrue interest at the rate of interest applicable to the relevant Notes. See Condition 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 or Principal Proceeds will not constitute an Event of Default.

Interest payments on the Class M-2 Subordinated Notes shall only be made to the extent that Interest Proceeds and

Principal Proceeds are available to pay the Class M-2 Subordinated Noteholder Amount, subject to and in accordance with the Priorities of Payments. Non-payment of such amounts on the Class M-2 Subordinated Notes will not constitute an Event of Default.

Redemption of the Notes

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

- (a) on the Maturity Date (see Condition 7(a) (*Final Redemption*));
- (b) on any Payment Date on and after the Effective 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 Payment, 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 (see Condition 7(f) (*Redemption following Expiry of the Reinvestment Period*));
- (e) on any Payment Date during the Reinvestment Period at the sole and absolute discretion of the Collateral Manager (acting on behalf of the Issuer) following written notification by the Collateral Manager to the Trustee that, using commercially reasonable endeavours, it has been unable, for a period of 20 consecutive Business Days, to identify a sufficient quantity of additional Collateral Debt Obligations or Substitute Collateral Debt Obligations (that are deemed appropriate by the Collateral Manager in its sole discretion) in which to invest or reinvest Principal Proceeds. The amounts used for any such redemption will be designated by the Collateral Manager as all or a

portion of such Principal 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), (x) if directed in writing by the Subordinated Noteholders acting by way of an Ordinary Resolution (as evidenced by duly completed Redemption Notices); provided, that such redemption shall not be effected without the consent of the Retention Holder, in the case of any redemption to be effected wholly or partly with Refinancing Proceeds, if the Retention Holder gives written notice to the Trustee and the Issuer (which notice the Issuer will promptly transmit to the Subordinated Noteholders) that it has determined in good faith that such redemption could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules; or (y) at the written direction of the Collateral Manager (provided the Subordinated Noteholders have not, acting independently by Ordinary Resolution, objected to such redemption within 10 Business Days of notice of such redemption being given to Noteholders in accordance with Condition 16 (*Notices*) (see Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Collateral Manager*));
- (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 either (x) the Subordinated Noteholders acting by way of an Ordinary Resolution (as evidenced by duly completed Redemption Notices); or (y) the Collateral Manager, as long as the Class of Rated Notes to be redeemed represents not less than the entire Class of such Rated Notes; provided, that such redemption shall not be effected without the consent of the Retention Holder, in the case of any redemption to be effected wholly or partly with Refinancing Proceeds, if the Retention Holder gives written notice to the Trustee and the Issuer (which notice the Issuer will promptly transmit to the Subordinated Noteholders) that it has determined in good faith that such redemption could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules (see Condition

7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Collateral Manager*);

- (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 (on behalf of the Issuer) (see Condition 7(b)(iii) (*Optional Redemption in Whole – Collateral Manager*);
- (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 (on behalf of the Issuer) following the redemption in full of all Classes of Rated Notes (see Condition 7(b)(ix) (*Optional Redemption of Subordinated Notes*);
- (j) in whole (with respect to all Classes of Rated Notes) but not in part on any Business Day following the occurrence of a Collateral Tax Event from Sale Proceeds or Refinancing Proceeds (or any combination thereof) if directed by the Subordinated Noteholders acting by way of Ordinary Resolution (as evidenced by duly completed Redemption Notices) (See Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Collateral Manager*);
- (k) in whole (with respect to all Classes of Rated Notes) but not in part on any Business Day if directed in writing by the Controlling Class or the Subordinated Noteholders, in each case, acting by way of Ordinary Resolution, following the occurrence of a Note Tax Event, subject to: (i) the Issuer having failed to remedy the Note Tax Event; and (ii) certain minimum time periods. See Condition 7(g) (*Redemption following Note Tax Event*);
- (l) at any time following an Event of Default which occurs and is continuing, provided an Acceleration Notice has been given or deemed to have been given and not rescinded or annulled (see Condition 10 (*Events of Default*));
- (m) in part (with respect to all Classes of Notes) on any Business Day at the written direction of the Collateral Manager in order to comply with the

Retention Requirements (see Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*); and

- (n) the Class X Notes shall be subject to mandatory redemption in part on each of the first eight Payment Dates beginning on (and including) the second Payment Date following the Issue Date, in each case in an amount equal to the Class X Principal Amortisation Amount (see Condition 7(n) (Mandatory Redemption of the Class X Notes)).

Optional Redemption

Non-Call Period..... During the period from the Issue Date up to, but excluding, 24 June 2021, or if such day is not a Business Day, the next following day that is a Business Day (unless it would fall in the following month, in which case such date shall be brought forward to the immediately preceding Business Day) (the "**Non-Call Period**"), the Notes are not subject to redemption at the option of the Noteholders (save for: (i) upon the occurrence of a Note Tax Event (see Condition 7(g) (*Redemption following Note Tax Event*)) at the option of the Controlling Class or the Subordinated Noteholders, in each case acting by Ordinary Resolution; or (ii) following the occurrence of a Collateral Tax Event at the option of the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices) (see Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Collateral Manager*)).

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

The Redemption Price for each Subordinated Note will be the greater of (1) 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 (2) its *pro rata* share (calculated in accordance with paragraph (Z) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments, paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments and paragraph (Z) 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 Payment.

In each case, the payment of the relevant Redemption Price will be subject to Condition 4(c) (*Limited Recourse*).

Priorities of Payment

Prior to the delivery of an Acceleration Notice (deemed or otherwise) in accordance with Condition 10(b) (*Acceleration*) or following the delivery of an Acceleration Notice (deemed or otherwise) which has subsequently 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 in connection with a redemption in whole pursuant to 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 Optional 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 (deemed or otherwise) in accordance with Condition 10(b) (*Acceleration*) which has not subsequently 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 Enhancement Obligation Proceeds will be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments both prior to and following an acceleration of the Notes.

Collateral Management Fees

Senior Collateral Management Fee.....

0.15 per cent. per annum of the Aggregate Collateral Balance calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case, on the basis of a 360-day year and the actual number of days elapsed in such Due Period (exclusive of any VAT). See "*Description of the Collateral Management Agreement—Fees*".

Incentive Collateral Management Fee

The Collateral Manager will be entitled to an Incentive Collateral Management Fee on each Payment Date on which the Incentive Collateral Management Fee IRR Threshold has been met or surpassed, equal to 20.0 per cent. of any Interest Proceeds and Principal Proceeds (after any payment required to satisfy the Incentive Collateral Management Fee IRR Threshold that would otherwise be available to distribute to the Subordinated Noteholders in accordance with the Priorities of Payment (exclusive of any VAT)). See "*Description of the Collateral Management Agreement—Fees*".

Class M-2 Subordinated Notes The Collateral Manager also expects to hold Class M-2 Subordinated Notes and receive payments in respect thereof subject to and in accordance with the Priorities of Payments. See "*Description of the Collateral Management Agreement—Fees*".

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, amongst other things, a portfolio of Collateral Debt Obligations predominantly consisting of Senior Loans, Senior Secured Bonds, 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 but excluding its rights in respect of the Issuer Profit Account and the Corporate Services Agreement (the "**Irish Excluded Assets**"). See Condition 4 (*Security*).

Hedge Arrangements

Subject to satisfaction of the Hedging Condition, the Issuer (or the Collateral Manager on its behalf) may enter into hedging arrangements to hedge the interest rate and currency risk in respect of the Portfolio on the Issue Date and upon acquisition of applicable Collateral Debt Obligations. The Issuer will obtain Rating Agency Confirmation prior to entering into any hedging arrangements after the Issue Date unless it is a Form Approved Hedge. See "*Hedging Arrangements*".

Non-Euro Obligations and Currency Hedge Transactions

The Issuer (or the Collateral Manager on its behalf) may purchase any Collateral Debt Obligation that is denominated in a currency other than Euro (each a "**Non-Euro Obligation**") provided that any such Non-Euro Obligation shall only constitute a Collateral Debt Obligation that satisfies paragraph (b) of the Eligibility Criteria if the Non-Euro Obligation is either (i) denominated in a Qualifying Currency other than Euro and no later than the settlement date of the acquisition thereof, or (ii) denominated in a Qualified Unhedged Currency, acquired in the Primary Market and no later than 180 calendar days following the settlement date of the acquisition thereof, is the subject of a Currency Hedge Transaction entered into by the Issuer (or the Collateral Manager on its behalf). In accordance with the Portfolio Profile Tests, no more than 2.5 per cent. of the Aggregate Collateral Balance may consist of Unhedged Collateral Debt Obligations, and no more than 20.0 per cent. of the Aggregate Collateral Balance may consist of Non-Euro Obligations.

Under each Currency Hedge Transaction, the currency risk arising from the receipt of cash flows from the relevant Non-Euro Obligation, including interest and principal

payments thereon, will be hedged. The Currency Hedge Transaction shall terminate on the maturity date of the Non-Euro Obligation and in the other circumstances specified therein. See "*The Portfolio—Management of the Portfolio—Non-Euro Obligations*" and "*Hedging Arrangements*".

Interest Rate Hedging

The Issuer (or the Collateral Manager on its behalf) may enter into Interest Rate Hedge Transactions with one or more Interest Rate Hedge Counterparties satisfying the Rating Requirement in order to hedge any interest rate mismatch between the Notes and the Collateral Debt Obligations, subject to the receipt of Rating Agency Confirmation in respect thereof unless such Interest Rate Hedge Transaction is a Form Approved Hedge.

Collateral Manager

Pursuant to the Collateral Management Agreement, the Collateral Manager will be required to act as the Issuer's collateral manager with respect to the Portfolio, to act in specific circumstances in relation to the Portfolio on behalf of the Issuer and to carry out the duties and functions described therein. Pursuant to the Collateral Management Agreement, the Issuer will delegate authority to the Collateral Manager to carry out certain functions in relation to the Portfolio and any hedging arrangements without the requirement for specific approval by the Issuer, the Collateral Administrator or the Trustee. See "*Description of the Collateral Management Agreement*" and "*The Portfolio*".

Purchase of Collateral Debt Obligations

Initial Portfolio

The Collateral Manager (on behalf of the Issuer) has purchased an initial portfolio of Collateral Debt Obligations prior to the Issue Date pursuant to the Warehouse Arrangements.

Initial Investment Period

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) 24 December 2019 (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 the limits described in the Priorities of Payment and Principal Proceeds available from time to time, the Collateral Manager shall, on behalf of the Issuer, use reasonable endeavours 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 Improved Obligations, 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 the Reinvestment Criteria. See "*The Portfolio—Management of the Portfolio—Sale of Collateral Debt Obligations*" and "*The Portfolio—Management of the Portfolio—Reinvestment of Collateral Debt Obligations*".

Eligibility Criteria..... In order to qualify as a Collateral Debt Obligation, an obligation must satisfy certain specified Eligibility Criteria (as determined by the Collateral Manager). 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. See "*The Portfolio—Eligibility Criteria*".

Restructured Obligations In order for a Collateral Debt Obligation which is the subject of a restructuring to qualify as a Restructured Obligation, such 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 Maximum Weighted Average Rating Factor Test; and
- (c) the Moody's Minimum Weighted Average Recovery Rate Test.

For so long as any of the Rated Notes are rated by Fitch and are Outstanding:

- (a) the Fitch Maximum Weighted Average Rating Factor Test;

(b) the Fitch Minimum Weighted Average Recovery Rate Test; and

(c) the Maximum Obligor Concentration Test.

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

(a) the Minimum Weighted Average Spread Test; and

(b) the Weighted Average Life Test.

For the avoidance of doubt, each of the Collateral Quality Tests referred to above shall be applied by reference to Collateral Debt Obligations excluding any Defaulted Obligations.

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 shall be determined by reference to the Aggregate Principal Balance of such type of Collateral Debt Obligations, where for such purposes the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value) specified in the Portfolio Profile Tests and summarily displayed in the table below and where the applicable limits shall be determined by reference to the Aggregate Collateral Balance (for the purposes of which the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value):

	Minimum	Maximum
(a) Senior Secured Loans or Senior Secured Bonds in aggregate (which shall include the Balance of the Principal Account and the Unused Proceeds Account (and Eligible Investments that represent Principal Proceeds in the Principal Account and the Unused Proceeds Account))	90.0%	N/A
(b) Senior Secured Loans (which shall include the Balance of the Principal Account and the Unused Proceeds Account (and Eligible Investments that represent Principal Proceeds in the Principal Account and the Unused Proceeds Account)).	70.0%	N/A
(c) Fixed Rate Collateral Debt Obligations	N/A	5.0%, or in relation to a Fitch Test Matrix selected by the Collateral Manager where such Fitch Test Matrix applies a maximum percentage of the Aggregate Collateral Balance that can comprise Fixed Rate

		Minimum	Maximum
			Collateral Debt Obligations, such lower percentage calculated in accordance with the provisions set out in the section of this Offering Circular entitled " <i>The Portfolio — Portfolio Profile Tests and Collateral Quality Tests — Fitch Test Matrices</i> "
(d)	Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds in aggregate	N/A	10.0%
(e)	Senior Secured Loans and Senior Secured Bonds to a single Obligor	N/A	2.5%, provided that up to three Obligor may represent up to 3.0% each
(f)	Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds to a single Obligor	N/A	1.50%
(g)	Collateral Debt Obligations in aggregate to a single Obligor	N/A	2.5%
(h)	Participations	N/A	10.0%
(i)	Current Pay Obligations	N/A	2.5%
(j)	Annual Obligations	N/A	5.0%
(k)	The aggregate of all Unfunded Amounts under Delayed Drawdown Collateral Debt Obligations and Funded Amounts/Unfunded Amounts under Revolving Obligations	N/A	10.0%
(l)	Caa Obligations	N/A	7.5%
(m)	CCC Obligations	N/A	7.5%
(n)	Bridge Loans	N/A	5.0%
(o)	Corporate Rescue Loans	N/A	5.0%, provided that not more than 2.0% shall be comprised of any single Obligor
(p)	PIK Securities	N/A	5.0%
(q)	Cov-Lite Loans	N/A	30.0%

		Minimum	Maximum
(r)	Unhedged Collateral Debt Obligations	N/A	2.5%
(s)	Non-Euro Obligations	N/A	20.0%
(t)	Fitch industrial classification	N/A	15.0% provided that: (i) three Fitch industries may comprise in aggregate up to 40.0%; and (ii) any one Fitch industry may comprise up to 17.5%
(u)	Moody's Rating derived from an NRSRO Rating	N/A	10.0%
(v)	Domicile of Obligors Fitch	N/A	10.0% Domiciled in countries with a Fitch country ceiling rated below "AAA " by Fitch unless Rating Agency Confirmation from Fitch is obtained
(w)	Domicile of Obligors Moody's	N/A	10.0% Domiciled in countries or jurisdictions with a Moody's local currency country risk ceiling between "A1" and "A3" unless Rating Agency Confirmation from Moody's is obtained
(x)	Bivariate Risk Table	N/A	See limits set out in " <i>The Portfolio—Management of the Portfolio—Bivariate Risk Table</i> "
(y)	Total Indebtedness	N/A	5.0% of the Aggregate Collateral Balance may consist of obligations issued by Obligors each of which has total current indebtedness (comprising all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) under its respective loan agreements and other

Minimum**Maximum**

debt instruments
(including the Underlying
Instruments) of equal to
or greater than EUR
150,000,000 but less than
EUR 250,000,000 in
aggregate principal
amount at the time at
which the Issuer entered
into a binding
commitment to purchase
such Collateral Debt
Obligations

For the purposes of the Portfolio Profile Tests, the Balances standing to the credit of the Principal Account and the Unused Proceeds Account shall include amounts to the extent such amounts represent Principal Proceeds, any Eligible Investments which represent Principal Proceeds and any Principal Proceeds to be received in respect of any sale of Collateral Debt Obligations in respect of which the Collateral Manager on behalf of the Issuer has entered into a binding commitment to sell and which is yet to settle shall be included, but shall exclude any interest accrued on Eligible Investments and any Principal Proceeds to be used to purchase Collateral Debt Obligations in respect of which the Collateral Manager on behalf of the Issuer has entered into a binding commitment to acquire, which are yet to settle, in each case, for the purposes of calculating the Aggregate Collateral Balance.

Coverage Tests

Each of the Par Value Tests and Interest Coverage Tests shall be satisfied on a Measurement Date in the case of (i) the Par Value Tests (other than the Class F Par Value Test), on and after the Effective Date; (ii) the Interest Coverage Tests, on and after the Determination Date immediately preceding the second Payment Date; and (iii) the Class F Par Value Test, on and after the expiry of the Reinvestment Period, 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.

Following the failure of one or more Coverage Tests, Interest Proceeds and Principal Proceeds shall be applied on the immediately following Payment Date and each Payment Date thereafter until, after having been recalculated on such date or dates, the applicable Coverage Test or Coverage Tests are satisfied. See Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

Class	Required Par Value Ratio
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A/B	130.73%
C	120.47%
D	113.25%
E	106.79%
F	104.53%

Class	Required Interest Coverage Ratio
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A/B	120.0%
C	110.0%
D	105.0%

Reinvestment Overcollateralisation Test

On any Measurement Date on and after the Effective Date, during the Reinvestment Period only, if the Class F Par Value Ratio is less than 105.03 per cent., on the relevant Determination Date, Interest Proceeds shall be paid to the Principal Account 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 in accordance with paragraph (V) 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 paragraphs (A) through (U) (inclusive) of the Interest Proceeds Priority of Payments, would be sufficient to cause the Reinvestment Overcollateralisation Test to be met as of the relevant Determination Date, after giving effect to any payments made pursuant to paragraph (V) of the Interest Proceeds Priority of Payments; such amounts shall be applied during the Reinvestment Period to purchase additional Collateral Debt Obligations.

Collateral Debt Obligations for Test Purposes

Obligations which are to constitute Collateral Debt Obligations in respect of which the Issuer or the Collateral Manager, on behalf of 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 and the Reinvestment Overcollateralisation Test at any time as if such purchase

had been completed and Collateral Debt Obligations in respect of which the Issuer or the Collateral Manager, on behalf of the Issuer, has entered into a binding commitment to sell but which have not yet settled shall be excluded as Collateral Debt Obligations in the calculation of the Portfolio Profile Tests, the Collateral Quality Tests, the Coverage Tests and the Reinvestment Overcollateralisation Test at any time as if such sale had been completed and the anticipated proceeds of such sale shall be deemed to be received and deposited into the appropriate Account.

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 (i) each Class (save for the Class X Notes and the Class M-2 Subordinated Notes) will be issued in minimum denominations of €250,000 and integral multiples of €1,000 in excess thereof and (ii) the Class X Notes and the Class M-2 Subordinated Notes will be issued in minimum denominations of €100,000 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 as described below, the Class E Notes, the Class F Notes and the Subordinated Notes) sold to non-U.S. Persons in "offshore transactions" in reliance on Regulation S 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 SA/NV, as operator of the Euroclear System ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). 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 as described below, the Class E Notes, the Class F Notes and the Subordinated Notes) sold to persons who are both QIBs and QPs in reliance on Rule 144A will be represented on issue by beneficial interests in one or more Rule 144A 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 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. See "*Form of the Notes*" and "*Book Entry Clearance Procedures*".

The Rule 144A Global Certificates and the Regulation S Global Certificates will bear a legend and such Rule 144A Global Certificates and Regulation S 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 Transfer Agent with a written certification substantially in the form set out in the Trust Deed regarding compliance with certain of such transfer restrictions and such other additional requirements as may be required by the Transfer Agent. 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 transferee thereof shall be deemed to represent that such transferee is both a QIB and 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*".

Except in the limited circumstances described herein, Notes in definitive, certificated, fully registered form ("**Definitive Certificates**") will not be issued in exchange for beneficial interests in either the Regulation S Global Certificates or the Rule 144A Global Certificates (other than, in certain circumstances as described below, with respect to the Class E Notes, the Class F Notes and the Subordinated Notes). See "*Form of the Notes—Exchange for Definitive Certificates*".

A transferee of a Class E Note, a 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, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), 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, as applicable, 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 (substantially in the form of Annex B (*Form of ERISA Certificate*)) to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person and (iii) holds such Class E Note, Class F Note or Subordinated Note, as applicable, in the form of a Definitive Certificate and, in such case, provides the Issuer and a Transfer Agent with a duly completed declaration (in the form set out in Annex A (*Form of Irish Tax Declaration*) to this Offering Circular), other than in the case where the transferee is acquiring Class E Notes, Class F Notes or Subordinated Notes on the Issue Date, in which case they may acquire such Class E Notes, Class F Notes or Subordinated Notes in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate.

Transfers of interests in the Notes are subject to certain restrictions and must be made in accordance with the procedures set forth in the Trust Deed. See "*Form of the Notes*", "*Book Entry Clearance Procedures*" and "*Transfer Restrictions*". Each purchaser of Notes in making its purchase will be required to make, or will be deemed to have made, certain acknowledgements, representations and agreements. See "*Transfer Restrictions*". The transfer of Notes in breach of certain of such representations and agreements will result in affected Notes becoming subject to certain forced transfer provisions. See Condition 2(h) (*Forced Transfer of Rule 144A Notes*), Condition 2(i) (*Forced Sale pursuant to FATCA and the CRS*) and Condition 2(j) (*Forced Transfer pursuant to ERISA*).

**CM Removal and Replacement Voting Notes,
CM Removal and Replacement Non-Voting
Notes and CM Removal and Replacement
Exchangeable Non-Voting Notes**

The Class A Notes, Class B Notes, Class C Notes and Class D Notes may, in each case, be in the form of CM Removal and Replacement Voting Notes, CM Removal and Replacement Exchangeable Non-Voting Notes or CM Removal and Replacement Non-Voting Notes. CM Removal and Replacement 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, any votes in respect of any CM Replacement Resolutions and any CM Removal Resolutions. CM Removal and Replacement Non-Voting Notes and CM Removal and Replacement Exchangeable 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, any votes in respect of any CM Removal Resolutions or any CM Replacement Resolutions, but shall

carry a right to vote on and be counted in respect of all other matters in respect of which the CM Removal and Replacement Voting Notes have a right to vote and be counted.

CM Removal and Replacement Voting Notes shall be exchangeable at any time upon request by the relevant Noteholder into CM Removal and Replacement Exchangeable Non-Voting Notes or CM Removal and Replacement Non-Voting Notes. CM Removal and Replacement Exchangeable Non-Voting Notes shall be exchangeable upon request by the relevant Noteholder for (a) CM Removal and Replacement Non-Voting Notes at any time; or (b) CM Removal and Replacement 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 circumstances. CM Removal and Replacement Non-Voting Notes shall not be exchangeable at any time into CM Removal and Replacement Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes.

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 Collateral Manager Related Person shall only be held in the form of CM Removal and Replacement Exchangeable Non-Voting Notes.

The Class X 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 Resolutions pursuant to and in accordance with Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

Governing Law	The Notes, the Trust Deed, the Collateral Management Agreement, the Agency Agreement and all other Transaction Documents (save for the Corporate Services Agreement and the Irish Security Agreement, which are governed by the laws of Ireland) will be governed by English law.
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Listing	Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on its Global Exchange Market which is the exchange regulated market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II. There can be no assurance that any such approval will be granted or, if granted, that such listing and admission to trading will be maintained. See " <i>General Information</i> ".
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Tax Status	See " <i>Tax Considerations</i> ".
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Certain ERISA Considerations See "*ERISA Considerations*".

Withholding Tax..... No gross-up of any payments to the Noteholders in respect of amounts deducted from or withheld for or on account of tax in relation to the Notes is required of the Issuer. See Condition 9 (*Taxation*).

Additional Issuances

Subject to certain conditions being satisfied, additional Notes of all existing Classes (other than the Class X Notes and the Class M-2 Subordinated Notes) may be issued and sold. See Condition 17 (*Additional Issuances*).

Retention Holder and EU Retention Requirements

The Retention Holder will represent and undertake to acquire and hold the Retention Notes (as defined in the section "*The EU Retention and Disclosure Requirements*") on the terms set out in the Risk Retention Letter. See "*The EU Retention and Disclosure Requirements*".

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*".

1. GENERAL

1.1 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 Payment. See Condition 3(c) (*Priorities of Payment*). In particular, payments in respect of the Class X Notes and the Class A Notes are generally higher in the Priorities of Payment than those of the Class B-1 Notes, the Class B-2 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.

1.2 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.

1.3 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 Payment. 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.

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

Legal, tax, accounting 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.

1.5 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 European Union 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. Several countries have experienced or are currently experiencing a "double-dip" recession and there remains a risk of a "double-dip" recession in countries which have experienced modest growth over previous quarters and continued recession in countries which have not yet experienced positive growth since the onset of the global recession.

As discussed further in 1.7 "*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 the 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 or transactions 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 Obligor 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 where the capital requirements for certain businesses may be increased further. 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, insolvency or financial distress of another financial institution, or one or more sovereigns, 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 regulations which will affect financial institutions, markets, derivative or securitised 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.

1.6 Illiquidity in respect of collateralised debt obligations 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 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 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.

1.7 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 result of the credit crisis in Europe, 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), 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.

1.8 Referendum on the UK's EU Membership

Concerns relating to credit risk (including that of sovereigns and of those entities which have exposure to sovereigns) persist, in particular with respect to current economic, monetary and political conditions in the Euro zone. If such conditions further deteriorate (including as may be demonstrated by any relevant credit rating agency action, any default or restructuring of indebtedness by one or more states or institutions and/or any exit(s) by any member state(s) from the European Union and/or any changes to, including any break up of, the Euro zone), then these matters may cause further severe stress in the financial system generally and/or may adversely affect the United Kingdom (the "**UK**") housing market, the Issuer, one or more of the other parties to the Transaction Documents (including the seller, the servicer, the account bank and/or the swap providers) and/or any borrower in respect of the underlying loans.

In particular, prospective investors should note that, pursuant to a referendum held in June 2016, the UK has voted to leave the European Union and, on 29 March 2017, the UK Government invoked article 50 of the Lisbon Treaty and officially notified the European Union of its decision to withdraw from the European Union. This commenced the formal two-year process of negotiations regarding the terms of the withdrawal and the framework of the future relationship between the UK and the European Union (the "**article 50 withdrawal agreement**"). As part of those negotiations, a transitional period has been agreed in principle which would extend the application of European Union law, and provide for continuing access to the European Union single market, until the end of 2020.

It remains uncertain whether the article 50 withdrawal agreement will be finalised and ratified by the UK and the European Union. The EU has agreed to extend the original 29 March 2019 deadline to 30 October 2019, but the exact length of the extension depends on whether or not the article 50 withdrawal agreement is ratified. If it is not ratified and no alternative is agreed with the EU, the Treaty on the European Union and the Treaty on the Functioning of the European Union will cease to apply to the UK from the relevant extension date. Whilst continuing to negotiate the article 50 withdrawal agreement, the UK Government has therefore commenced preparations for a "hard" Brexit or "no-deal" Brexit to minimise the risks for firms and businesses associated with an exit with no transitional agreement. This has included publishing draft secondary legislation under powers provided in the EU (Withdrawal) Act 2018 to ensure that there is a functioning statute book once the UK ceases to be a member of the EU. The European authorities have not provided UK firms and businesses with similar assurances in preparation for a "hard" Brexit.

Due to the ongoing political uncertainty as regards the terms of the UK's withdrawal from the European Union and the structure of the future relationship, it is not possible to determine the precise impact on general economic conditions in the UK, including the performance of the UK housing market. It is also not possible to determine the precise impact that these matters will have on the business of the Issuer (including the performance of the underlying loans), any other party to the transaction documents and/or any borrower in respect of the underlying loans, 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.

No assurance can be given that any of the matters outlined above would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or liquidity of the Notes in the secondary market.

Ratings Actions

Following the result of the Referendum, S&P, Fitch and Moody's each downgraded the UK's sovereign credit rating and each of S&P and Fitch 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.

2. REGULATORY INITIATIVES

2.1 General

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of banks, the financial industry 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 Retention Holder, 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.

None of the Issuer, the Placement Agent, the Collateral Manager, the Trustee nor any of their respective affiliates makes any representation as to the proper characterisation of the Notes for legal investment, financial institution regulatory, financial reporting or other purposes, as to the ability of particular investors to invest in the Notes under applicable legal investment or other restrictions or as to the consequences of an investment in the Notes for such purposes or under such restrictions. 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, reserve requirements or other consequences.

2.2 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 the initial phase of the Basel III reforms from 1 January 2013 and the second phase from 1 January 2022, 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 (being 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).

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.

2.3 Risk Retention and Due Diligence Requirements

EU Risk Retention and Due Diligence Requirements

The Securitisation Regulation came into force on 1 January 2019 and applies to certain parties involved in the establishment of EU regulated securitisations, the securities of which are issued on or after 1 January 2019, and to certain institutional investors therein. It should be noted that securitisations established prior to the application date of 1 January 2019 which involve the creation of a new securitisation position may also be subject to the Securitisation Regulation. Among other things, the Securitisation Regulation includes provisions harmonising and replacing the risk retention and due diligence requirements (including the corresponding guidance provided through technical standards) applicable to such investors.

The Securitisation Regulation places a requirement on originators, sponsors and original lenders and securitisation special purpose entities established in the EU ("**SSPEs**") to, amongst other things, (i) retain on an ongoing basis a material net economic interest in the securitisation of not less than 5 per cent and (ii) make certain information available to holders of a securitisation position, competent authorities and (upon request) potential investors in accordance with the transparency requirements set out therein. The Securitisation Regulation also places requirements on an institutional investor intending to invest in an EU regulated securitisation to, amongst other things, (i) be able to demonstrate that such investor has carried out a due-diligence assessment in respect of various matters including the risk characteristics of the individual securitisation and its underlying exposures, (ii) ensure the originator, sponsor or original lender in respect of the relevant securitisation has explicitly disclosed to the investor that it will retain, on an ongoing basis, a material net economic interest of not less than 5 per cent. in respect of certain specified credit risk tranches or asset exposures and (iii) ensure the originator, sponsor or SSPE has, where applicable, made available to the investor certain information in accordance with the transparency requirements therein. See "*Risk Factors– EU Disclosure Requirements*".

Failure to comply with one or more of the requirements may result in various penalties being imposed on the relevant investor, originator, sponsor, lender or SSPE (as applicable), which may be payable or reimbursable by the Issuer as Administrative Expenses (save that the Collateral Manager shall not be reimbursed for pecuniary sanctions imposed upon it to the extent such sanctions are imposed as a result of any action or failure constituting wilful default or negligence on the part of the Collateral Manager) to the extent in the form of pecuniary sanctions imposed on the Issuer or the Collateral Manager. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remains unclear (particularly in respect of Article 7 of the Securitisation Regulation, as to which see "*Risk Factors– EU Disclosure Requirements*").

Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulator), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes.

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 Securitisation Regulation. Notwithstanding anything in this Offering Circular to the contrary, none of the Issuer, the Collateral Manager, the Retention Holder, the Placement Agent, the Agents, the Trustee, their respective Affiliates nor 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 or otherwise comply with the requirements of the Securitisation Regulation, the implementing provisions in respect of the Securitisation Regulation in their relevant jurisdiction or any other applicable legal, regulatory or other requirements, other than as set out above. Each prospective investor in the Notes which is subject to the Securitisation Regulation should consult with its own legal, accounting and other advisors 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 Securitisation Regulation or similar requirements of which it is uncertain. Prospective investors should therefore make themselves aware of the 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 Securitisation Regulation and any other changes in the law or regulation, the interpretation or application of any or regulation or changes in the regulatory capital treatment of the Notes for some or all investors may negatively impact the regulatory position of individual investors and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. Without limitation to the foregoing, no assurance can be given that the requirements of the Securitisation Regulation, or the interpretation or application thereof, will not change (whether as a result of the legislative proposals put forward by the European Commission or otherwise), and, if any such change is effected, whether such change would affect the regulatory position of current or future investors in the Notes. The Retention Holder does not have an obligation to change the quantum or nature of its holding of the Retention Notes due to any future changes in the EU Retention Requirements or in the interpretation thereof.

See further "*Risk Factors– EU Disclosure Requirements*" and "*The EU Retention and Disclosure Requirements*" below.

U.S. Risk Retention Requirements

Section 941 of Dodd-Frank amended the Exchange Act to generally require the "sponsor" of a "securitisation transaction" (or its "majority-owned affiliate") to retain at least 5 per cent. of the "credit risk" of "securitised assets", as such terms are defined for purposes of that statute (the "**Minimum Risk Retention Requirement**"), and generally prohibit a "sponsor" (or its "majority-owned affiliate") from directly or indirectly eliminating or reducing its credit exposure by hedging or otherwise transferring the credit risk that the securitiser is required to retain. Final rules implementing the statute (the "**U.S. Risk Retention Rules**") came into effect on 24 December 2016 with respect to CLOs. Under the U.S. Risk Retention Rules, a "sponsor" means a person who

organizes and initiates a securitisation transaction by selling or transferring assets, either directly or indirectly, including through an affiliate, to the issuing entity. In the case of many CLOs, the entity acting as collateral manager typically organises and initiates transaction and, therefore, would be considered the "sponsor" for U.S. Risk Retention Rules purposes, as further discussed in the adopting release with respect to the U.S. Risk Retention Rules. However, on 9 February 2018, a three-judge panel (the "**Panel**") of the United States Court of Appeals for the District of Columbia held, in *The Loan Syndications and Trading Association v. Securities and Exchange Commission and Board of Governors of the Federal Reserve System*, No. 1:16-cv-0065 (the "**LSTA Decision**"), that collateral managers of "open market CLOs" (described in the LSTA Decision as CLOs where assets are acquired from "arms-length negotiations and trading on an open market") are not "securitisers" or "sponsors" under Section 941 of the Dodd-Frank Act and, therefore, are not subject to risk retention and do not have to comply with the U.S. Risk Retention Rules. The Panel's opinion in the LSTA Decision became effective on 5 April 2018, when the district court for the District of Columbia (the "**DC District Court**") entered its order following the issuance of the appellate mandate on 3 April 2018 in respect thereof.

The Collateral Manager has informed the Issuer that neither it nor any of its Affiliates intend to retain the Minimum Risk Retention Requirement for the purposes of satisfying the U.S. Risk Retention Rules.

The statements contained herein regarding the U.S. Risk Retention Rules and the LSTA Decision are based on publicly available information solely as of the date of this Offering Circular. Though, not currently expected, if regulators were to determine that the Collateral Manager should have purchased a portion of the Notes on the Issue Date to comply with the U.S. Risk Retention Rules or to the extent the U.S. Risk Retention Rules apply after the date hereof, 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. Failure on the part of the Collateral Manager to comply with the U.S. Risk Retention Rules to the extent they apply to the Collateral Manager following the LSTA Decision (regardless of the reason for such failure to comply) could give rise to regulatory action against the Collateral Manager which may adversely affect the Notes and the ability of the Collateral Manager to perform its obligations under the Collateral Management Agreement.

The impact of the U.S. Risk Retention Rules on the loan securitisation market and the leveraged loan market generally is uncertain, and any negative impact on secondary market liquidity for the Notes may be experienced due to effects of the rule on market expectations or uncertainty, the relative appeal of alternative investments not impacted by the rule or other factors. In addition, it is possible that the rule, to the extent applicable to CLOs in the future, may reduce the number of investment managers active in the 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. Any reduction in the volume and liquidity provided by CLOs in the leveraged loan market could also reduce opportunities to redeem or refinance the Notes.

All investors whose investment activities are subject to investment laws and regulations, regulatory capital requirements, or review by regulatory authorities (including the introduction or proposal of risk retention rules) 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 restrictions, unfavourable accounting treatment, capital charges or reserve requirements.

Japanese Retention Rule

The Japanese Financial Services Agency recently published a rule introducing risk retention and disclosure requirements as part of the regulatory capital regulation of certain categories of Japanese investors (such investors, "**Japanese Affected Investors**") seeking to invest in securitisation transactions (the "**Final JRR Rules**"). Among other things, the Final JRR Rules will require Japanese Affected Investors to apply higher risk weighting to securitisation exposures they hold unless such investor can conclude (on the basis of appropriate

due diligence) either that the applicable "originator" (as defined in the Final JRR Rules) or another party "deeply involved in the organization of the securitized product" has committed to hold a retention piece of at least 5 per cent. of the total exposure of the underlying assets in the securitisation transaction (the "**Japanese Retention Requirement**") or that the underlying assets were not "inappropriately originated." Under the Final JRR Rules, Japanese Affected Investors will be subject to punitive capital requirements and/or other regulatory penalties with respect to investments in securitisation transactions that fail to comply with the Final JRR Rules.

The Final JRR Rules became effective on 31 March 2019 with respect to securities issued in securitisation transactions on and after such date, including the Notes. No official English language translation of the Final JRR Rules has been made available as of the date hereof and no assurances can be made as to the content, impact or interpretation of the Final JRR Rules and in particular it is unclear how 5 per cent. of the total exposure of the underlying assets is to be calculated for purposes of the Final JRR Rules and what materials a Japanese Affected Investor may rely on to determine whether the underlying assets in a securitisation were not "inappropriately originated." It should be noted, however, that while no assurances may be provided, the retention interests held by the Retention Holder could be deemed to constitute eligible retention interests for purposes of the Japanese Retention Requirement. The ability to draw such a conclusion would require the Retention Holder to qualify as an "originator" for purposes of the Japanese Retention Requirement and require that the Notes to be purchased and held by the Retention Holder qualify as a compliant retention interest, both of which are uncertain and there is no guidance on these issues at this time. Whether and to what extent the Japanese Financial Services Authority may provide further clarification or interpretation as to the JRR Rule is unknown.

The Final JRR Rules may deter Japanese Affected Investors from purchasing Notes, which may limit the liquidity and trading of the Notes, and as a consequence may adversely affect the market price of the Notes. In addition, the Final JRR Rules may deter Japanese Affected Investors from purchasing CLO debt generally, which may adversely affect leveraged loan or CLO markets generally and the Issuer's ability to refinance the Notes in particular.

Each purchaser or prospective purchaser of the Notes is responsible for analysing its own regulatory position and is advised to consult with its own advisers regarding the suitability of the Notes for investment and the applicability of the Final JRR Rules to this transaction. None of the Issuer, the Collateral Manager, the Arranger, the Placement Agent, the Trustee, the Collateral Administrator, the Retention Holder or any other Person offers any assurances as to compliance with the Final JRR Rules (or regarding actions by any such Person to facilitate compliance with the Final JRR Rules by any other Person) or makes any representation, warranty or agreement regarding the Final JRR Rules (including whether any Collateral Debt Obligation was or was not "inappropriately originated" or with respect to the Retention Holder's obligations under the Retention Undertaking Letter) or the ability of Japanese Affected Investors to conclude that this transaction complies with the requirements of the Final JRR Rules.

2.4 EU Disclosure Requirements

Article 7 of the Securitisation Regulation contains transparency requirements that require the originator, sponsor and SSPE of a securitisation to make certain prescribed information relating to the securitisation available to investors, competent authorities and, upon request, to potential investors (the "**Relevant Recipients**").

Required Disclosure

U.S. Bank National Association, acting on behalf of the Issuer, has made drafts of the applicable documentation referred to in Articles 7(1)(b) and 7(1)(c) of the Securitisation Regulation (the "**Pre-Pricing Draft Documents**") available to the Relevant Recipients before pricing of the Notes via the Reporting Website or by such other method of dissemination as is required by the Securitisation Regulation (as instructed by the Issuer or the Collateral Manager on its behalf). Investors should note while Article 7(1)(b) of the Securitisation Regulation requires the provision of, among other things, the "final offering circular" and the "closing transaction documentation" before pricing, this is not possible and therefore the documents which are made available prior

to pricing are subject to change. None of the Issuer, the Collateral Manager, the Retention Holder, the Placement Agent, the Trustee, any Hedge Counterparty or any other person gives any assurance as to whether competent authorities will determine that such disclosure is sufficient for the purposes of the Securitisation Regulation. Investors should note that the Pre-Pricing Draft Documents are subject to change and that on or after the Issue Date, each Pre-Pricing Draft Document will be replaced by the final or signed (as applicable) version of such document.

Article 7 of the Securitisation Regulation also includes ongoing reporting obligations to be undertaken by the originator, sponsor and SSPE of a securitisation. This includes quarterly portfolio level disclosure ("**Portfolio Reports**") pursuant to Article 7(1)(a) of the Securitisation Regulation, quarterly investor reports containing certain information prescribed by Article 7(1)(e) of the Securitisation Regulation ("**Investor Reports**" and together with the Portfolio Reports, the "**Transparency Reports**"), any inside information relating to the securitisation that the reporting entity is obliged to make public under the Market Abuse Regulation (EU 596/2014 of the European Parliament of the Council of 16 April 2014 on market abuse) (as amended) ("**Inside Information**") and any significant events in relation to the securitisation ("**Significant Events**").

The Transparency Reports are to be made available simultaneously, with the first publication within 3 months of the Issue Date. Thereafter, the Transparency Reports are to be made available on a quarterly basis within one month of each Payment Date (or following the occurrence of a Frequency Switch Event, not less than 3 months after the most recent publication). Any Inside Information and the notification of any Significant Event is required to be made available without delay.

On 22 August 2018, ESMA published its final report (the "**Final Report**") on the technical standards on the disclosure requirements under the Securitisation Regulation. The Final Report follows on from ESMA's consultation paper dated 19 December 2017 and consists of draft regulatory technical standards and draft implementing technical standards. The European Commission has, at the date hereof, not adopted the Final Report, which includes detailed disclosure templates that are required to be completed with respect to the Transparency Reports, Inside Information and Significant Events. The Commission indicated in a letter to ESMA published on 18 December 2018 that it will endorse such technical standards only once certain amendments are introduced. In response to the Commission's letter, on 31 January 2019 ESMA published an opinion on the technical standards on disclosure requirements. This opinion is now with the Commission for consideration.

In a statement on 30 November 2018, ESMA confirmed in a joint statement with the other European Supervisory Authorities that, as per the grandfathering provisions of the Securitisation Regulation with respect to the reporting obligations, until the regulatory technical standards relating to Article 7 of the Securitisation Regulation (the "**Article 7 RTS**") are adopted by the European Commission, for the purposes of the Transparency Reports, the reporting entity shall make available the information referred to in Annexes I to VIII of Delegated Regulation (EU) 2015/3 (the "**CRA3 RTS**"). In their current form, the CRA3 RTS only apply to structured finance instruments for which a reporting template has been specified. Currently there is no loan level data template within such Annexes for CLO transactions nor is it expected that one will be developed in accordance with the CRA3 RTS. On that basis, the Issuer believes the transaction described herein will not be required to comply with the reporting obligations relating to the Portfolio Reports until the Article 7 RTS are adopted and implemented (such date of implementation, the "**Securitisation Regulation Reporting Effective Date**"). In any event, information regarding the underlying exposures will be provided prior to the Securitisation Regulation Reporting Effective Date in the Payment Date Reports and Monthly Reports, in each case as set out in "Description of the Reports" below, which in the Issuer's view is in line with the level of information typically provided to noteholders of European CLO transactions in the period immediately prior to 1 January 2019. In relation to Investor Reports prior to the Securitisation Regulation Reporting Effective Date, the CRA3 RTS does not provide a template but rather a list of types of information to be covered. The Issuer intends the Payment Date Report to include information of the types so listed.

The transaction described herein will have to comply with the reporting obligations relating to the Transparency Reports from the Securitisation Regulation Reporting Effective Date. Since there remains significant uncertainty

as to the form in which Article 7 RTS will be adopted, it is not clear as to what will be required for compliance. Clarification is being sought by industry participants on these matters. ESMA has recommended to the European Commission that a transition period of 15-18 months be granted for the implementation of the disclosure requirements. At present it remains unclear whether such a transition period will be granted, and if it is, what its duration and terms will be.

Reporting Entity

The originator, sponsor and SSPE must designate amongst themselves one entity to fulfil the disclosure requirements (the "**reporting entity**"), although all three entities remain liable for the satisfaction of the disclosure requirements. The Issuer has agreed to act as the reporting entity for the transaction described herein.

The Collateral Manager shall agree, pursuant to the Collateral Management Agreement, to the extent that such information is within its possession or control (subject to any confidentiality undertakings given by the Collateral Manager or to which the Collateral Manager is subject) to provide to the Collateral Administrator and the Issuer (or any third party reporting services provider appointed by the Issuer) all reports, data and other information required in connection with the proper performance by the Issuer, as the reporting entity, of its reporting obligations under Article 7 of the Securitisation Regulation. Whether the Collateral Manager will be able to ascertain and report all of the information required to be reported in accordance with Article 7 of the Securitisation Regulation is unclear. In addition, following the occurrence of the Securitisation Regulation Reporting Effective Date, the Issuer (with the consent of the Collateral Manager) shall propose in writing to the Collateral Administrator the form, content, timing and manner of publication of any such reports and information for the purposes of the EU Disclosure Requirements. The Collateral Administrator shall consult with the Issuer and the Collateral Manager and, if it agrees to assist the Issuer with providing such reporting on such proposed terms, shall confirm in writing to the Issuer and the Collateral Manager. If the Collateral Administrator does not agree to provide such reporting, the Issuer (with the consent of the Collateral Manager) shall appoint another entity to make such information available to the competent authorities, any Noteholder and any potential investor in the Notes. Any failure by the Collateral Manager or the Collateral Administrator to fulfil such obligations may cause the transaction to be non-compliant with the Securitisation Regulation.

For the avoidance of doubt, in providing such information and reporting on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil reporting obligations under the EU Disclosure Requirements. In providing such information and reporting, the Collateral Administrator also assumes no responsibility or liability to any third party, including the Noteholders and any potential Noteholder (including for their use and/or onward disclosure of such information, reports and documentation), and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

If a regulator determines that the transaction did not comply or is no longer in compliance with the reporting obligations, 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. The Issuer, the Retention Holder and the Collateral Manager may be subject to administrative sanctions in the case of negligence or intentional infringement of the requirements of Article 7 of the Securitisation Regulation, including pecuniary sanctions of up to EUR5,000,000 (or its equivalent) or 10% of total annual net turnover. The Securitisation Regulation is unclear as to the jurisdictional scope of Article 7 and there is a lack of certainty as to whether or not they will apply to originators or sponsors that are not established in the EU. Article 7 also requires that one party is designated as the reporting entity and the Issuer has been designated as such. Notwithstanding such delegation, it is not beyond doubt that the Collateral Manager, as originator, could also be deemed responsible by a regulator for ensuring compliance with the disclosure requirements. Any such pecuniary sanctions levied on the Issuer may materially adversely effect the Issuer's ability to perform its obligations under the Notes and any such pecuniary sanction levied on the Collateral Manager may materially adversely effect the ability of the Collateral Manager to perform its obligations under the Transaction Documents and could have a negative impact on the price and liquidity of the Notes in the secondary market. Investors should note that Article 32 of the Securitisation Regulation refers to a liability standard of "negligence

and intentional infringement" whereas the definition of Collateral Manager Breach refers to a less onerous liability standard of "bad faith, fraud, wilful misconduct or gross negligence...or reckless disregard".

It should be noted that the contractual obligation of the Collateral Manager in respect of the EU Disclosure Requirements pursuant to the Collateral Management Agreement is (subject to any confidentiality undertakings given by the Collateral Manager or to which the Collateral Manager is subject) to provide to the Issuer (or any third party reporting services provider appointed by the Issuer) and the Collateral Administrator all reports, data and other information reasonably necessary and in its possession and/or control in connection for the proper performance by the Issuer of its obligations as the designated reporting entity for the purposes of the EU Disclosure Requirements. There is therefore no guarantee that the Collateral Manager, in performing its contractual obligations referred to above, in so doing, will be able to supply to the Issuer and the Collateral Administrator all of the information required by the Issuer to satisfy the Issuer's obligations in respect of the EU Disclosure Requirements.

See further "*Regulatory Initiatives—Risk Retention and Due Diligence Requirements—EU Risk Retention and Due Diligence Requirements*" for certain other information relevant to investors in respect of the Securitisation Regulation.

2.5 Retention Financing

The Retention Holder, intends to enter into financing arrangements in respect of the Retention Notes on or about the Issue Date (the "**Retention Financing**"). Such financing may be provided by the Placement Agent, an Affiliate thereof or a third party (such lender, including any subsequent transferees, a "**Retention Lender**"). The Retention Financing will be on full-recourse terms. Such financing may be subject to syndication or transfer in accordance with its terms. If the financing is syndicated to third parties, there is no obligation on the Placement Agent, the Collateral Manager or any other party to disclose the identity of any Retention Lenders. No representations, warranties or guarantees are given that such financing arrangements will comply with the EU Retention Requirements. In particular, should the Retention Holder default in the performance of its obligations under such financing arrangements, the Retention Lender(s) will have the right to enforce any security granted by the Retention Holder including effecting the sale of some or all of the Retention Notes. In carrying out such sales, the Retention Lenders are not required to have regard to the EU Retention Requirements or the interest of any Noteholders and any such sale may therefore cause the transaction described herein to cease to be compliant with the EU Retention Requirements. The Placement Agent and its Affiliates will have no ability to influence or control the enforcement of the financing to the extent the financing is syndicated to, or initially provided by, third parties. See also 5 "*Certain Conflicts Of Interest*" below.

The term of any financing arrangements may be considerably shorter than the effective term of the Notes, and separately, or as a result of other terms of the financing arrangements may require the Retention Holder to repay or refinance such financing arrangements whilst some or all Classes of Notes are Outstanding. If refinancing opportunities were limited at such time and the Retention Holder was unable to repay the retention financing from other its own resources, the Retention Holder could be forced to sell some or all of the Retention Notes in order to obtain funds to repay the retention financing without regard to the EU Retention Requirements, and such sales may therefore cause the transaction described herein to cease to be compliant with the EU Retention Requirements.

If any such financing arrangements are terminated in whole or in part, the Retention Holder may enter into replacement arrangements with the Placement Agent, Affiliates of the Placement Agent or any other person, the terms of which may differ from the existing arrangements. The risks associated with such replacement arrangements may include ones similar to or different from those above.

The establishment and running costs of any Retention Financing (including, for the avoidance of doubt, legal fees, indemnification amounts and the cost of establishing and maintaining a special purpose vehicle for the purposes of such arrangements) will, at the direction of the Retention Holder, be payable by the Issuer as Administrative Expenses.

2.6 European Market Infrastructure Regulation (EMIR)

The European Market Infrastructure Regulation EU 648/2012 and its various delegated regulations and technical standards ("**EMIR**") impose certain obligations on parties to "over-the-counter" ("**OTC**") derivative contracts according to whether they are "financial counterparties", such as European investment firms, alternative investment funds (in respect of which, see 2.7 "*Alternative Investment Fund Managers Directive*" below), credit institutions and insurance companies, or other entities such as "non-financial counterparties" or third country entities equivalent to "financial counterparties" or "non-financial counterparties".

Financial counterparties (as defined in EMIR) will, depending on the identity of their counterparty, be subject to a general obligation (the "**clearing obligation**") to clear all "eligible" OTC derivative contracts entered into with other counterparties subject to the clearing obligation through a duly authorised or recognised central counterparty. They must also report the details of all derivative contracts to a trade repository (the "**reporting obligation**") and in general undertake certain risk-mitigation techniques in respect of OTC derivative contracts which are not cleared by a central counterparty, including complying with requirements related to timely confirmation of terms, portfolio reconciliation, dispute resolution, daily valuation and margin collection (together, 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 OTC 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 derivative contracts). 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 counterparties within any 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. Whilst the Hedge Transactions are expected to be treated as eligible hedging transactions and deducted from the total in assessing whether the notional value of OTC derivative contracts entered by the Issuer and/or non-financial entities within its "group", exceeds the applicable thresholds, a regulator may take a different view. 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 or restricting their terms.

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 Obligations

For major market participants grouped under "Category 1" and "Category 2", in respect of certain interest rate OTC derivative contracts denominated in the G4 currencies (euro, GBP, USD and Japanese Yen), the clearing obligation took effect from 21 June 2016 and 21 December 2016 respectively and will take effect for other entities on a phased-in timeline on 21 June 2019 ("Category 3") and on 21 December 2018 (for non-financial counterparties that are not AIFs grouped under "Category 4"). Following closely behind are the clearing go-live dates for certain index credit default swaps and interest rate swaps denominated in certain non-G4 European currencies, which also adopt a phased-in approach across counterparty type and applied to Category 1 entities from 9 February 2017.

Key details in respect of the clearing obligation remain to be provided through corresponding regulatory technical standards. In particular, whilst certain regulatory technical standards have been published in respect of certain classes of OTC derivative contracts, including those referenced immediately above, others are yet to be proposed and/or published.

The clearing obligation may, in certain circumstances, also apply to swap arrangements entered into prior to the relevant future effective date (so called "front loading"), although the regulatory technical standards contemplate that this will not be the case for swap contracts entered into by non-financial counterparties which are not AIFs.

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, list exemptions from the rules and specify the criteria regarding intragroup exemptions. The margin rules will only apply to financial counterparties and non-financial counterparties above the clearing threshold, requiring all in scope entities to collect and post variation margin and, for those counterparties/groups with the highest volumes of uncleared derivatives, require the collection of initial margin too. The previous intention was for the margin requirement to take effect on dates ranging originally from 1 September 2016 (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). Following the December 2016 publication, for those entities with the biggest relevant derivatives portfolios i.e. above €3 trillion, the EMIR margin requirements (both initial and variation margin) took effect from 4 February 2017. Initial margin requirements will otherwise be phased in by reference to outstanding relevant uncleared derivatives until 1 September 2020 and the EMIR variation margin requirements generally took effect from 1 March 2017, following the same general timeline as the corresponding US, Japanese and Canadian requirements.

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 the 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*".

If the Issuer were unable to comply with such requirements, it could result in the sale of obligations under any Currency Hedge Transactions and/or termination of relevant Hedge Agreements. Hedge Counterparties may also be unable to enter into hedge transactions with the Issuer. This would limit the Issuer's ability to invest in Non-Euro Obligations and put it in breach of its obligation to enter into Currency Hedge Transactions with respect to any Non-Euro Obligations it has purchased. Any termination of a Hedge Agreement would expose the Issuer to costs and increased interest rate or currency exchange rate risk until the hedged assets can be sold.

The Conditions of the Notes allow the Issuer and oblige the Trustee, without the consent of any of the Noteholders, to concur in the making of certain modifications to the Transaction Documents and/or the Conditions of the Notes which the Issuer certifies are required 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 derivative contracts such as Currency Hedge Transactions and Interest Rate Hedge Transactions). These changes may adversely affect the Issuer's ability to enter the Currency Hedge Transactions and Interest Rate Hedge Transactions 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 note that certain amendments to EMIR are contemplated. In particular, in the proposal to amend EMIR published by the European Commission on 4 May 2017, the European Commission proposed amending the definition of financial counterparty ("FC") to include securitisation special purpose entities similar to the Issuer ("SSPEs"). However this proposed amendment was removed in the second and third compromise proposals that were published by the Council on 15 November 2017 and 28 November 2017, respectively. The European Parliament's Economic and Monetary Affairs Committee adopted the Compromise Proposals on 16 May 2018. This position was confirmed in the text adopted by the European Parliament in a plenary session on 12 June 2018 and trilogue negotiations remain ongoing. Investors should consult their own independent advisers and make their own assessment about the potential risks posed by EMIR (and any prospective changes thereto) in making any investment decision in respect of the Notes.

2.7 Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") regulates alternative investment fund managers ("**AIFMs**") and provides in effect that each alternative investment fund ("**AIF**") within the scope of the AIFMD must have a designated AIFM responsible for ensuring compliance with the AIFMD. Although there is an exemption in the AIFMD for "securitisation special purpose entities" (the "**SSPE Exemption**"), the European Securities and Markets Authority 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, so there can be no certainty as to whether the Issuer would benefit from the SSPE Exemption. However, as regards the position in Ireland, the Central Bank has confirmed that pending such further clarification from the European Securities and Markets Authority, "registered financial vehicle corporations" within the meaning of Article 1(2) of Regulation (EC) No 24/2009 of the European Central Bank (which has now been recast pursuant to Regulation (EU) No 1075/2013 of the European Central Bank), such as the Issuer, do not need to seek authorisation as, or appoint, an AIFM unless the Central Bank issues further guidance advising them to do so.

If the Issuer is an AIF (which at this stage is unclear) then it would be necessary to identify its AIFM, which would be the entity which manages it in general and is therefore most likely to be the Collateral Manager. In such a scenario, the Collateral Manager would be subject to the AIFMD and would need to be appropriately regulated and certain duties and responsibilities would be imposed on the Collateral Manager in respect of its management of the Portfolio. Such duties and responsibilities, were they to apply to the Collateral Manager's management of the assets of the Issuer, may result in significant additional costs and expenses incurred by the Collateral Manager which, in respect of some such fees and expenses, may be reimbursable by the Issuer to the Collateral Manager pursuant to the Collateral Management Agreement as an Administrative Expense, which may in turn negatively affect the amounts payable to Noteholders. If the Collateral Manager was to fail to, or be unable to, be appropriately regulated, the Collateral Manager may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. Any regulatory changes arising from implementation of the AIFMD (or otherwise) that impair the ability of the Collateral Manager to manage the Issuer's assets may adversely affect the Collateral Manager's ability to carry out the Issuer's investment strategy and achieve its investment objective.

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 and/or other risk mitigation techniques (including margin posting requirements) with respect to Hedge Transactions entered into after the relevant future effective dates. See also 2.6 "*European Market Infrastructure Regulation (EMIR)*" above.

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.

2.8 U.S. Dodd-Frank 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 that have resulted in, and will continue to result in the adoption of a multitude of new regulations potentially 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 certain regulations implementing various provisions of the Dodd-Frank Act have been finalised and adopted, many 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 the full extent to which 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 and regulators provide further guidance with respect thereto.

This uncertainty is further compounded by the numerous regulatory efforts underway outside the U.S. Certain of these efforts overlap with the substantive provisions of the Dodd-Frank Act, while others, such as proposals for financial transaction and/or bank taxes in particular countries or regions, do not. In addition, even where these U.S. and international regulatory efforts overlap, these efforts generally have not been undertaken on a coordinated basis. Areas where divergence between U.S. regulators and their international counterparts exist or have begun to develop (whether with respect to scope, interpretation, timing, approach or otherwise) include trading, clearing and reporting requirements for derivatives transactions, higher U.S. capital and margin requirements relating to uncleared derivatives transactions, and capital and liquidity requirements that may result in mandatory "ring-fencing" of capital or liquidity in certain jurisdictions, among others.

No assurance can be made that the United States federal government or any U.S. regulatory body (or other authority or regulatory body) will not continue to take further legislative or regulatory action, and the effect of such actions, if any, cannot be known or predicted.

Investors should be aware that those risks are material and that the Issuer and, consequently, an investment in the Notes could be materially and adversely affected thereby. 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.

2.9 CFTC Regulations

Pursuant to the Dodd-Frank Act, the Commodity Futures Trading Commission ("CFTC") has promulgated a range of 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) recordkeeping obligations and other matters. These 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.

Furthermore, regulations promulgated by the CFTC or other relevant U.S. 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) have recently gone into effect. The Trust Deed does not permit the Issuer to post variation margin. Accordingly, the application of U.S. 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 and on the cost of such hedging or have other material adverse effects on the Issuer or the Noteholders.

2.10 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) following receipt of legal advice from reputable counsel to the effect that none of the Issuer, its directors or officers, the Collateral Manager or any of its or their affiliates or any other person would be required to register as a CPO and/or a CTA with the CFTC with respect to 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.

Notwithstanding the above, 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 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 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 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.

2.11 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 generally prohibited from, among other things, (i) conducting proprietary trading activities in a wide variety of financial instruments unless the transaction is excluded from the scope of the rule and (ii) acquiring or retaining any ownership interest in, or acting as sponsor in respect of, certain investment entities referred to 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. Subject to certain exceptions and extensions, full conformance with the Volcker Rule was required from 21 July 2015, and relevant banking entities are required to engage in good faith efforts in this regard during the current conformance period. In general, there is limited interpretive guidance regarding the Volcker Rule.

Key terms are widely 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, and "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, subject to certain exemptions found in the Volcker Rule's implementing regulations (which would extend to the Issuer given its intention to rely on section 3(c)(7)). It should also be noted that an "ownership interest" is broadly defined and may arise through a holder's exposure to the profit and losses of a covered fund as well as through any right of the holders to participate in the selection of an investment adviser, manager, general partner, trustee, board of directors or similar governing body of the covered fund. The Subordinated Notes will be characterised as ownership interests in the Issuer, and 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 Transaction Documents have been drafted in a manner so as to disenfranchise the holders of any Class X Notes and any Class A Notes, Class B Notes, Class C Notes and Class D Notes in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes in respect of any CM Removal Resolution and/or CM Replacement Resolution. There can be no assurance that these steps 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 Removal and Replacement Exchangeable Non-Voting Notes or otherwise) not being characterised as an "ownership interest" in the Issuer.

The Volcker Rule and any similar measures introduced in another relevant jurisdiction may restrict the ability of relevant individual prospective purchasers to invest in the Notes and, in addition, may have a negative impact on the price and liquidity of the Notes in the secondary market. Each prospective 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 or the Placement Agent makes any representation regarding such position,

including with respect to the ability of any investor to acquire or hold the Notes of any Class (including the Rated Notes), now or at any time in the future.

On May 30, 2018, the Board of Governors of the Federal Reserve asked for comment on proposed modifications to the Volcker Rule, including modifications to the definition of "covered fund" and to the nature of a prohibited "ownership interest" in a covered fund. It cannot be predicted at this time what the substance of any possible modifications to the Volcker Rule, if any were enacted, would provide.

2.12 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, regulatory, tax, financial, business, investment 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.

2.13 Flip Clauses

The validity and enforceability of certain provisions in contractual priorities of payments (such as the 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 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 Supreme Court of the United Kingdom 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 under the UK "anti-deprivation" laws, stating that, provided such provisions form part of a commercial transaction entered into in good faith which does not have as its predominant purpose, or one of its main purposes the deprivation of the property of one of the parties on bankruptcy, the anti-deprivation principle was not breached by such provisions.

In contrast, 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, Judge Shelley Chapman in the same court disagreed with Judge Peck and ruled in a different group of proceedings commenced by the Lehman Brothers Chapter 11 debtors that a series of flip clauses were enforceable for several reasons, including the protection of those clauses by provisions in the U.S. Bankruptcy Code known as "safe harbors". Lehman has appealed Judge Chapman's decision. Given the current state of U.S. and English law, 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.

2.14 LIBOR and EURIBOR Reform and Continuation

Various interest rate benchmarks (including the London Inter-Bank Offered Rate ("**LIBOR**") and the Euro Interbank Offered Rate ("**EURIBOR**") are the subject of recent national and international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented including the EU Benchmark Regulation (Regulation (EU) 2016/1011) (the "**Benchmark Regulation**"). In addition, the sustainability of LIBOR has been questioned by the UK Financial Conduct Authority as a result of the absence of relevant active underlying markets and possible disincentives (including possibly as a result of regulatory reforms) for market participants to continue contributing to such benchmarks. Additionally, in March 2017, the European Money Markets Institute (formerly Euribor-EBF) (the "**EMMI**") published a position paper referring to certain proposed reforms to EURIBOR, which reforms aim to clarify the EURIBOR specification, to develop a transaction-based methodology for EURIBOR and to align the relevant methodology with the Benchmarks Regulation, the IOSCO Principles for Financial Benchmarks and other regulatory recommendations. The EMMI has since indicated that there has been a "change in market activity as a result of the current regulatory requirements and a negative interest rate environment" and "under the current market conditions it will not be feasible to evolve the current EURIBOR methodology to a fully transaction-based methodology following a seamless transition path". It is the current intention of the EMMI to develop a hybrid methodology for EURIBOR.

These reforms and other pressures may cause one or more interest rate benchmarks to disappear entirely, to perform differently than in the past (as a result of a change in methodology or otherwise), create disincentives for market participants to continue to administer or participate in certain benchmarks or have other consequences which cannot be predicted.

Based on the foregoing, prospective investors should in particular be aware that:

- (a) any of these reforms or pressures described above or any other changes to a relevant interest rate benchmark (including LIBOR or EURIBOR) could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be;
- (b) if the applicable rate of interest on any Collateral Debt Obligation is calculated with reference to a 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) in the case of a change to LIBOR, 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 to the Hedge Counterparty 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

- (c) in the case of a change to EURIBOR, if the EURIBOR benchmarks referenced in Condition 6 (*Interest*) are discontinued or otherwise unavailable, subject to any amendment to the Transaction Documents, interest on the Floating Rate Notes will be calculated for a period by the fall-back provisions provided for under Condition 6(e) (*Interest on the Rated Notes*), although such provisions, being dependent in part upon the provision by reference banks of offered quotations for leading banks in the Euro-zone interbank market, may not operate as intended (depending on market circumstances and the availability of rates information at the relevant time) and may in certain circumstances result in the effective application of a fixed rate based on the rate which applied in the previous period when EURIBOR was available;
- (d) if EURIBOR or any other relevant interest rate benchmark is discontinued, there can be no assurance that the applicable fall-back provisions under any swap agreements would operate to allow the transactions under such swap agreements to effectively mitigate interest rate risk in respect of the Floating Rate Notes;
- (e) if any of the LIBOR, EURIBOR or other related benchmark is materially disrupted, calculated in a different way or discontinued (or the Collateral Manager reasonably expects any of these events will occur), 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 and may enter into supplemental trust deeds, or any other modification, authorisation or waiver to change the relevant reference rate of the Floating Rate Notes to an alternative base rate, replace references to the relevant benchmarks with respect to Floating Rate Collateral Debt Obligations, amend provisions which reference an index that has an equivalent frequency and setting date to the index applicable to a Floating Rate Collateral Debt Obligation to the extent that no such equivalent is available and make any other amendments as are necessary or advisable in the reasonable judgement of the Collateral Manager to facilitate the foregoing changes, in each case, subject to the consent of the Controlling Class and the Subordinated Noteholders (in each case by Ordinary Resolution), as set out and further described in Condition 14(c)(xxxiii) (*Modification and Waiver*); and
- (f) the administrator of LIBOR or EURIBOR will not have any involvement in the Collateral Debt Obligations or the Notes and may take any actions in respect of LIBOR or EURIBOR, as the case may be, without regard to the effect of such actions on the Collateral Debt Obligations or the Notes

Moreover, any of the above matters or any other significant change to the setting or existence of LIBOR or EURIBOR could have a material adverse effect on the value or liquidity of, and the amount payable under (i) any Collateral Debt Obligations which pay interest linked to a LIBOR or EURIBOR rate and (ii) the Notes. Changes in the manner of administration of LIBOR or EURIBOR could result in adjustment to the Conditions, early redemption, delisting or other consequences in relation to the Floating Rate Notes. No assurance may be provided that relevant changes will occur with respect to LIBOR or EURIBOR and/or that such benchmarks will continue to exist.

Investors should consider these recent developments when making their investment decision with respect to the Notes.

2.15 EU Financial Transaction Tax

On 14 February 2013, the European Commission issued proposals, including a draft Directive (the "**Commission Proposal**") for a EU Financial Transaction Tax ("**FTT**") to be adopted in certain participating EU

member states (including Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain (the "**Participating Member States**"). However, Estonia has since stated that it will not participate. If the Commission's Proposal was adopted, the FTT would be a tax primarily on "financial institutions" (which could include the Issuer) in relation to "financial transactions" (which would include the conclusion or modification of derivative contracts and the purchase and sale of financial instruments).

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply where at least one party is a financial institution, and at least one party is "established" in a Participating Member State. Under the Commission's Proposal, the FTT may apply to both transaction parties where one of these circumstances applies. A financial institution may be, or be deemed to be "established", in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the financial transaction is issued in a Participating Member State.

The FTT may give rise to tax liabilities for the Issuer with respect to certain transactions if it is adopted based on the Commission's Proposal. Examples of such transactions are the conclusion of a derivative contract in the context of the Issuer's hedging arrangements or the purchase or sale of securities (such as charged assets). Any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in holders of the Notes receiving less than expected in respect of the Notes. It should also be noted that the FTT could be payable in relation to relevant transactions by investors in respect of the Notes (including secondary market transactions) if the conditions for a charge to arise are satisfied and the FTT is adopted based on the Commission's Proposal. Primary market transactions referred to in Article 5(c) of Regulation (EC) No 1287/2006 are expected to be exempt. There is however uncertainty in relation to the intended scope of this exemption for certain money market instruments and structured issues.

However, the FTT proposal remains subject to negotiation between the Participating Member States. It may therefore be altered prior to any implementation, the timing of which remains unclear. Additional EU member states may decide to participate. 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.

2.16 OECD Action Plan on Base Erosion and Profit Shifting

Fiscal and taxation policy and practice is constantly evolving and recently the pace of change has increased due to a number of developments. In particular a number of changes of law and practice are occurring as a result of the Organisation for Economic Co-operation and Development ("**OECD**") Base Erosion and Profit Shifting project ("**BEPS**").

One of the action points from this project ("**Action 6**") is the prevention of treaty abuse by developing model treaty provisions to prevent the granting of treaty benefits in inappropriate circumstances. The OECD recommendations on Action 6 are primarily being implemented into double tax treaties through a multilateral convention. The multilateral convention has been signed by over 75 jurisdictions (including Ireland). It entered into force on 1 July 2018 for signatories who deposited their ratification, acceptance or approval on or before 22 March 2018. For signatories who deposited or deposit their ratification, acceptance or approval after 22 March 2018, the multilateral convention comes into force at the start of the month which is three entire calendar months after such deposit takes place. Ireland deposited its instrument of ratification on 29 January 2019 and therefore the multilateral convention will come into force in respect of Ireland on 1 May 2019. The date from which provisions of the multilateral convention have effect in relation to a treaty depends on several factors including the type of tax which the article relates to.

Upon ratifying the multilateral convention, Ireland deposited a non-provisional list of reservations and notifications to be made pursuant to it. Based on this list and the multilateral convention Action 6 will be implemented into the double tax treaties Ireland has entered into with other jurisdictions by the inclusion of a principal purpose test ("**PPT**"). Once in effect, a PPT would deny a treaty benefit where it is reasonable to

conclude, having regard to all relevant facts and circumstances for this purpose, 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 currently 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 the event that as a result of the application of Action 6, the Issuer were to be denied the benefit of a treaty entered into by Ireland and as a consequence payments of interest were made by an Obligor to the Issuer subject to a withholding or deduction for or on account of tax in respect of any payments of interest on the Collateral Debt Obligations, this could in certain circumstances constitute a Collateral Tax Event.

If a Collateral Tax Event were to occur the Rated Notes may be redeemed in accordance with Condition 7(b)(i)(B) (*Optional Redemption in Whole – Subordinated Noteholders or Collateral Manager*) in whole but not in part at the direction of the holders of the Subordinated Notes, acting by way of Ordinary Resolution, subject to certain conditions.

Investors should note that other action points which form part of the OECD BEPS project (such as Action 4, which can deny deductions for financing costs) may be implemented in a manner which affects the tax position of the Issuer.

2.17 EU Anti-Tax Avoidance Directive and EU Anti-Tax Avoidance Directive 2

As part of its anti-tax avoidance package the European 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 per cent. 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.

On 21 February 2017, the Economic and Financial Affairs Council of the European Union agreed an amendment to the Anti-Tax Avoidance Directive to provide for minimum standards for counteracting hybrid mismatches involving EU Member States and third countries which the EU Council adopted on 29 May 2017 ("**Anti-Tax Avoidance Directive 2**"). Anti-Tax Avoidance Directive 2 requires EU Member States to either delay and/or deny deduction of payments, expenses or losses or include payments as taxable income, in case of hybrid mismatches. Anti-Tax Avoidance Directive 2 needs to be implemented in the EU Member States' national laws and regulations by 31 December 2019 and will have to apply as of 1 January 2020, except for the provision on reverse hybrid mismatches for which implementation can be postponed to 31 December 2021, and will apply as of 1 January 2022.

These rules are designed to neutralise arrangements where amounts are deductible from the income of one entity but are not taxable for another, or the same amounts are deductible for two entities. These rules could potentially apply to the Issuer where: (i) the interest that it pays under the Notes, and claims deductions from its taxable income for, is not brought into account as taxable income by the relevant Noteholder, either because of the characterisation of the Notes, or the payments made under them, or because of the nature of the Noteholder itself; and (ii) the mismatch arises between associated enterprises, between the Issuer and an associated enterprise or under a structured arrangement.

2.18 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 Member States to exchange financial account information in respect of residents in other 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 and the CRS (and DAC II) have been implemented into Irish law by Sections 891F and 891G of the TCA 1997 and regulations made thereunder with effect from 1 January 2016.

Irish FIs (such as the Issuer) will be obliged to make a single return in respect of CRS and DAC II. 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.

2.19 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(n) (*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(n) (*Contributions*).

2.20 Anti-Money Laundering, Anti-Terrorism, Anti-Corruption, 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 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. Failure to honour any request by the Issuer, the Placement Agent, the Collateral Manager or the Trustee to provide requested information or take such other actions as may be necessary or advisable for the Issuer, the Placement Agent, the Collateral Manager or the Trustee to comply with any AML Requirements, related legal process or appropriate requests (whether formal or informal) may result in, among other things, a forced sale to another investor of such investor's Notes. In addition, it is expected that each of the Issuer, the Placement Agent, the Collateral Manager 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. In connection with any AML Requirements that are then applicable, Noteholders may also be obliged to provide information they may have previously identified or regarded as confidential to satisfy the Issuer AML Requirements.

2.21 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 Payment. 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 bought against it or that the Issuer might otherwise bring to protect its interests.

2.22 CRA3

Aspects of Regulation (EC) No 1060/2009 (as amended) (the "**CRA3**") came into force on 20 June 2013 including Article 8(b). In summary, Article 8(b) of the CRA3 requires issuers, sponsors and originators of structured finance instruments such as the Notes to make detailed disclosures of information relating to such instruments. While it was intended that disclosures would start to be made under Article 8(b) from 1 January 2017 in respect of those structured finance instruments for which a reporting template has been specified (which does not include CLOs such as the Notes) and using a website to be set up by the European Securities and Markets Authority ("**ESMA**"), this website has not been set up. In this regard, ESMA issued a statement indicating that it has encountered several issues in preparing the set-up of the website and, given these issues, it does not expect to be in a position to receive disclosures. As a result, there is no mechanism by which relevant entities (including the Issuer) can currently comply with Article 8(b) in general and, as noted above, no reporting template has been specified for CLO transactions in any event. If such a template for CLO transactions were to be published and the website for disclosure were to be set up by ESMA in the future, then the Issuer may incur additional costs and expenses to comply with the disclosure obligations under Article 8(b) and such costs and expenses will be payable by the Issuer as Administrative Expenses. However, subject to certain

transitional arrangements as provided for in the Securitisation Regulation, Article 8(b) of the CRA3 has been repealed, and related disclosure requirements will be governed thereafter by the Securitisation Regulation instead – see 2.4 "*EU Disclosure Requirements*" above.

2.23 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 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.

3. RELATING TO THE NOTES

3.1 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 "*Plan of Distribution*" and "*Transfer Restrictions*". Such restrictions on the transfer of the Notes may further limit their liquidity.

In addition, CM Removal and Replacement Non-Voting Notes may not be exchanged at any time into CM Removal and Replacement Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes and there are restrictions as to the circumstances in which CM Removal and Replacement Exchangeable Non-Voting Notes may be exchanged for CM Removal and Replacement Voting Notes. Such restrictions on exchange may limit the liquidity of the CM Removal and Replacement Non-Voting Notes and the CM Removal and Replacement Exchangeable Non-Voting Notes.

3.2 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) (*Optional Redemption*). 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 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 Payment.

3.3 The Notes are subject to Optional Redemption in Whole or in Part by Class (or by tranche in relation to the Class B Notes)

The Rated Notes may be redeemed in whole but not in part from Sale Proceeds or any Refinancing Proceeds (A) on any Business Day on or after the expiry of the Non-Call Period, (i) at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution (provided that such redemption shall not be effected without the consent of the Retention Holder in the case of any redemption to be effected wholly or partly with Refinancing Proceeds if the Retention Holder gives written notice to the Trustee and the Issuer (which notice the Issuer will promptly transmit to the Subordinated Noteholders) that it has determined in good faith that such redemption could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or

the U.S. Risk Retention Rules, or (ii) at the written direction of the Collateral Manager (provided the Subordinated Noteholders have not, acting independently by Ordinary Resolution, objected to such redemption within 10 Business Days of notice of such redemption being given to Noteholders in accordance with Condition 16 (*Notices*); or (B) on any Business Day following the occurrence of a Collateral Tax Event at the direction of the Subordinated Noteholders acting by Ordinary Resolution; or (C) on any Business Day following the occurrence of a Note Tax Event at the direction of the Controlling Class or the Subordinated Noteholders, each acting by way of Ordinary Resolution.

In addition, the Rated Notes may be redeemed in part by Class (or, in relation to the Class B Notes, by redemption in whole of the entire tranche of Class B-1 Notes and/or the entire tranche of Class B-2 Notes) 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 direction of the Subordinated Noteholders acting by Ordinary Resolution (provided that such redemption shall not be effected without the consent of the Retention Holder in the case of any redemption to be effected wholly or partly with Refinancing Proceeds if the Retention Holder gives written notice to the Trustee and the Issuer (which notice the Issuer will promptly transmit to the Subordinated Noteholders) that it has determined in good faith that such redemption could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules) or at the written direction of the Collateral Manager. Any such redemption shall be of an entire Class or Classes (or tranche or tranches in relation to the Class B Notes) of Notes subject to a number of conditions. See Condition 7(b) (*Optional Redemption*).

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 (or by tranche in relation to the Class B Notes). 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) the 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 any Class of Notes entitled thereto) save for the Subordinated Notes and all amounts payable in priority thereto pursuant to the Priorities of Payment (subject to any election to receive less than 100 per cent. of the 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 (or by tranche in relation to the Class B Notes), such Refinancing will only be effective if certain conditions are satisfied, including but not limited to: (i) any redemption of a Class of Notes (or a tranche, as applicable) is a redemption of the entire Class (or tranche, as applicable) 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 will be at least sufficient to pay in full (a) the aggregate Redemption Prices of the entire Class or Classes (or tranche, or tranches as applicable) of Rated Notes subject to Optional Redemption and (b) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with such Refinancing. See Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*).

As described in Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*), the Issuer may, on any Business Day (including any time prior to the Non-Call Period) at the written direction of the Collateral Manager, in order to avoid the Collateral Manager failing to be in compliance with the Retention Requirements and provided that certain conditions are met (as further described in Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*), redeem in part on a pro rata basis the Specified Percentage of each Class of Notes (or tranche, as applicable).

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 or the Trustee for any failure to obtain a

Refinancing. If a Refinancing is obtained meeting the requirements of the Trust Deed, the Issuer and, at the direction of the Collateral Manager, the Trustee shall amend the Trust Deed to the extent necessary to reflect the terms of the Refinancing and no further consent for such amendments shall be required from the holders of the Subordinated Notes other than, where such Refinancing is effected solely at the direction of the Subordinated Noteholders in accordance with the Conditions, from the holders of the Subordinated Notes acting by way of Ordinary Resolution directing the redemption (if any). No assurance can be given that any such amendments to the Trust Deed or the terms of any Refinancing will not adversely affect the holders of any Class or Classes (or tranche, or tranches, as applicable) 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 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 Ordinary Resolution) or (y) the Collateral Manager. Any such redemption will take place by liquidation: see Condition 7(b)(vii) (*Optional Redemption effected through Liquidation only*).

The Collateral Manager may also cause the Issuer to redeem the Rated Notes in whole from Sale Proceeds on any Business Day 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. Any such redemption shall be subject to Condition 7(b)(iii) (*Optional Redemption in Whole – Collateral Manager*), 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)(vii) (*Optional Redemption effected through Liquidation only*).

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.

3.4 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 notifies 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 where 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 Payment. 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.

3.5 Mandatory Redemption of the Notes

Certain mandatory redemption arrangements may result in an elimination, deferral or reduction in the interest payments or principal repayments made to the Class X Noteholders, the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders and the Class F Noteholders or the level of the returns to the Subordinated Noteholders, including the breach of any of the Coverage Tests or an Effective Date Rating Event. See Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*) and Condition 7(e) (*Redemption upon Effective Date Rating Event*).

3.6 The Reinvestment Period may Terminate Early

The Reinvestment Period may terminate early if any of the following occur: (a) acceleration following an Event of Default or (b) the Collateral Manager notifies 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.

3.7 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 and Credit Improved Obligations, subject to certain conditions set forth in the Collateral Management Agreement. See "*The Portfolio—Management of the Portfolio—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 and Credit Improved Obligations will likely have the effect of extending the Weighted Average Life of the Collateral Debt Obligations and the average lives of the Notes.

3.8 Actions May Prevent the Failure of Coverage Tests and an Event of Default

(a) Additional Issuances

At any time during the Reinvestment Period, subject to certain conditions set out in Condition 17 (*Additional Issuances*), the Issuer may issue and sell additional Notes (other than the Class X Notes and the Class M-2 Subordinated Notes) and use the net proceeds to acquire 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. See Condition 17 (*Additional Issuances*).

(b) Redirection of funds to reinvestment

The Collateral Manager and/or the Class M-2 Subordinated Noteholders may, pursuant to the Priorities of Payment, redirect funds (including by deferring or waiving payment of some or all of, in the case of the Collateral Manager, its Collateral Management Fees and in the case of the Class M-2 Subordinated Noteholders, the Class M-2 Subordinated Note Amount) to be applied toward the acquisition of additional Collateral Debt Obligations or other Permitted Uses.

(c) Collateral Manager Advances

The Collateral Manager may make Collateral Manager Advances pursuant to Condition 3(k) (*Collateral Manager Advances*) from time to time to the extent there are insufficient sums standing to the credit of the Collateral Enhancement Account to purchase or exercise rights under Collateral Enhancement Obligations which the Collateral Manager determines on behalf of the Issuer should be purchased or exercised. Outstanding Collateral Manager Advances may accrue interest at a maximum rate of EURIBOR plus 2 per cent. per annum. The aggregate amount outstanding of all Collateral Manager Advances may not, at any time, exceed €10,000,000 or such greater number as the Subordinated Noteholders may approve, acting by way of an Ordinary Resolution. In addition, the Collateral Manager is limited to making not more than three Collateral Manager Advances, each such Collateral Manager Advance shall be in an amount not less than €1,000,000 and the making of any Collateral Manager Advance shall be subject to the condition that each Par Value Test will be satisfied immediately after giving effect to any such Collateral Manager Advance.

Any of the above actions 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 an Event 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 3.16 "*Average Life and Prepayment Considerations*" below).

3.9 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*). None of the Collateral Manager, the Noteholders of any Class, the Placement Agent, the Retention Holder, the Trustee, the Collateral Administrator, the Custodian, 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 Payment. 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 Retention Holder, the Trustee, the Collateral Administrator, the Custodian, 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 Payment, debts, liabilities and 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; and (f) sixthly, the Class B Noteholders; and (g) lastly, the Class A Noteholders and the Class X Noteholders, in each case in accordance with the Priorities of Payment.

In addition, at any time while the Notes are Outstanding, 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 debts, liabilities and 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.

3.10 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) petition was presented in respect of the Issuer, then the presentation of such a petition could 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.

3.11 Subordination of the Notes

Except as described below, the Class B Notes are fully subordinated to the Class X Notes and the Class A Notes, the Class C Notes are fully subordinated to the Class X Notes, the Class A Notes and the Class B Notes, the Class D Notes are fully subordinated to the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes, the Class E Notes are fully subordinated to the Class X Notes, 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 X Notes, 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 Subordinated Notes shall rank *pari passu* in right of payment and without any preference amongst themselves, provided that the payment of any interest amounts in respect of any Subordinated Notes will be subordinated in right of payment to the Class M-2 Subordinated Noteholder Amounts.

Except as described below, 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 Payment 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 Rated 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 of Substitute Collateral Debt Obligations or in the acquisition or exercise of rights under Collateral Enhancement Obligations and the requirement to transfer amounts to the Principal Account in the event that the Reinvestment Overcollateralisation Test is not met during the Reinvestment Period. Notwithstanding the above, Collateral Enhancement Obligation Proceeds may be distributed to the Subordinated Noteholders pursuant to the Collateral Enhancement Obligation Proceeds Priority of Payments on a Payment Date on which scheduled interest on the Rated Notes is not paid in full.

Non payment of any Interest Amount due and payable in respect of the Class X Notes, the Class A Notes or the Class B Notes on any Payment Date will constitute an 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 and except as the result of any deduction therefrom or the imposition of any withholding thereon as set out in Condition 9 (*Taxation*)). In such circumstances, the Controlling Class, which in these circumstances will be the Class A Noteholders or, following redemption in full of the Class A Notes, the Class B Noteholders, acting by Ordinary Resolution, may request the Trustee to accelerate the Notes pursuant to Condition 10 (*Events of Default*). Failure to pay scheduled interest on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes (as applicable), or pay Class M-2 Subordinated Note Amounts, or to pay interest and principal on the Subordinated Notes at any time due to there being insufficient funds available to pay such interest and/or principal (as applicable) in accordance with the applicable Priorities of Payment, will not be an Event of Default. Holders of such Classes of Notes will consequently have no right to accelerate their Notes or to direct that the Trustee take enforcement action with respect to the Collateral to recover such outstanding interest on or the principal amount of their Notes outstanding in such circumstances.

In the event of any acceleration of the Class X Notes, the Class A Notes, the Class B Notes (and, following redemption in full of the Class A Notes, in the event of any acceleration 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 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 X Noteholders, 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 Class X Noteholders and the Class A Noteholders.

Remedies pursued on behalf of the Class X Noteholders and 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 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 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 the most senior Class of Notes Outstanding that have an interest in the outcome of the conflict. 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 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, 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*).

Notwithstanding the foregoing, pursuant to Condition 17(c) (*Additional Issuances*), the Issuer may at any time during the Reinvestment Period, subject to the approval of the Subordinated Noteholders acting by Ordinary Resolution and subject to the separate approval in writing of the Collateral Manager, issue one or more new classes of Notes that are subordinate in the payment of interest and principal to the most junior Class of Notes then Outstanding (other than the Subordinated Notes).

3.12 Calculation of Rate of Interest

If the relevant EURIBOR screen rate does not appear, or the relevant page is unavailable, in the manner described in Condition 6(e)(i) (*Floating Rate of Interest*) there can be no guarantee that the Calculation Agent will be able to obtain quotations from four Reference Banks, in order to determine any Rate of Interest in respect of the Notes. Certain financial institutions that have historically acted as Reference Banks have indicated that they will not currently provide quotations and there can be no assurance that they will agree to do so in the future. No Reference Banks have been selected as at the date of this Offering Circular.

If a EURIBOR screen rate does not appear, or the relevant page is unavailable, and the Calculation Agent is unable to obtain quotations from four Reference Banks in the manner described in Condition 6(e)(i)(B) (*Floating Rate of Interest*), the relevant Rate of Interest in respect of such Payment Date shall be determined pursuant to Condition 6(e)(i)(C) (*Floating Rate of Interest*). Pursuant to Condition 6(e)(i)(C) (*Floating Rate of Interest*) if, one only or none of the Reference Banks provides such quotations, the Collateral Manager may (but is not obliged to) propose a Collateral Manager Alternative Quotations (subject to the consent of the Controlling Class (acting by way of Ordinary Resolution) (and no other Class of Notes) for the next Accrual Period or the Controlling Class may propose a Controlling Class Alternative Quotations for the next Accrual Period (subject to the consent of the Collateral Manager) as more particularly described in Condition 6(e)(i)(C) (*Floating Rate of Interest*). If no Collateral Manager Alternative Quotations or Controlling Class Alternative Quotations are proposed by the Collateral Manager or the Controlling Class (as applicable) or no agreement is reached as between the Collateral Manager and the Controlling Class, then the relevant Rate of Interest in respect of such Payment Date shall be the Rate of Interest 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 relevant 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. To the extent interest amounts in respect of the Notes are determined by

reference to a previously calculated rate, Noteholders may be adversely affected. In such circumstances, neither the Calculation Agent nor the Trustee shall have any obligation to determine the Rate of Interest on any other basis. Noteholders should note that, in consenting to a Collateral Manager Alternative Quotations or proposing a Controlling Class Alternative Quotations, the Controlling Class shall not be obliged to consider the interests of the holders of any other Class of Notes.

3.13 Amount and Timing of Payments

To the extent that interest payments on the Class C Notes, the Class D Notes, the Class E Notes or the Class F 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, the Class E Notes or the Class F 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, or the Class F Notes (as applicable) (save in the case of an administrative error or omission only, where such failure continues for a period of at least seven Business Days and except as the result of any deduction therefrom or the imposition of any withholding thereon as set out in Condition 9 (*Taxation*), constitute an Event of Default), or to pay the Class M-2 Subordinated Noteholder Amount, or to pay interest and principal on the Subordinated Notes at any time, due to there being insufficient funds available to pay such interest and/or principal (as applicable) in accordance with the applicable Priorities of Payment, will not be an 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 Payment. No interest or principal may therefore be payable on the Subordinated Notes for an unlimited period of time, to maturity or at all.

The Class M-2 Subordinated Noteholder Amount may be deferred at the election of all of the Class M-2 Subordinated Noteholders and any amounts so deferred will not earn interest.

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.

3.14 Reports Provided by the Collateral Administrator Will Not Be Audited

The Monthly Reports and Payment Date Reports and, if the Collateral Administrator agrees to provide reporting in this regard, the Investor Reports and the Portfolio Reports made available to Noteholders will be compiled by the Collateral Administrator, on behalf of the Issuer, 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.

3.15 Ratings of the 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. If 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 of 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 Note

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.

3.16 Average Life and Prepayment Considerations

The Maturity Date of the Notes is the Payment Date falling on 15 July 2032 (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.

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

Estimates of the average lives of the Notes, 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 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.

3.18 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 will result in cash flow that may have been otherwise available for distribution to the Subordinated Notes, to pay interest on one or more subordinate 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 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. See 3.5 "*Mandatory Redemption of the Notes*" above.

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.

3.19 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. Consequently, it is anticipated that on the Issue Date the Collateral would be insufficient to redeem the Notes in full upon the occurrence of an Event of Default on or about that date.

3.20 Withholding Tax on the Notes

It is anticipated that withholding tax should not be imposed in Ireland on payments of principal or interest on the Notes, as the Notes are anticipated to be 'Quoted Eurobonds' which satisfy the conditions for an exemption from withholding tax to apply (as described in the "*Tax Considerations—Irish Taxation*" section of this Offering Circular). However there can be no assurance that the law will not change, or that the Notes will not be subject to withholding taxes in any other jurisdiction.

The applicability of any withholding or deduction for or on account of Irish tax on payments of interest on the Notes is discussed further under "*Tax Considerations—Irish Taxation*" below.

Pursuant to Condition 9 (*Taxation*), the Issuer is entitled to withhold or deduct from any payments in respect of the Notes any amounts for or on account of tax which it is required to do by law. In particular, the Issuer has the right to withhold on all payments made in connection with FATCA. See 3.27 "*U.S. Tax Risks—FATCA*" below for further information in relation to FATCA.

If any withholding tax or deduction for or on account of tax is imposed on payments on the Notes, the holders of the Notes will not be entitled to receive additional amounts to compensate them for such withholding or deduction and no Event of Default shall occur as a result of that withholding or deduction.

In the event that any withholding or deduction for or on account of tax in respect of any payment on the Notes of any Class constitutes a Note Tax Event, the Notes may be redeemed in accordance with Condition 7(g) (*Redemption following Note Tax Event*) in whole but not in part at the direction of the holders of either the Controlling Class or the Subordinated Notes, in each case acting by way of Ordinary Resolution, subject to certain conditions.

3.21 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. 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 and, in respect of any Collateral Debt Obligations or other assets forming part of the Collateral which are in the form of securities, under Irish law pursuant to the Irish Security Agreement 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 on account for the Issuer and (ii) the Issuer's ancillary contractual rights against the Custodian in accordance with the terms of the Agency Agreement 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 Trustee, the Collateral Manager, the Agents, the Custodian, the Hedge Counterparties or any other party.

Fixed Security: Although the security constituted by the Trust Deed and the Irish Security Agreement 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.

3.22 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 or Extraordinary 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. in principal amount of the Notes Outstanding of a particular Class, subject to certain conditions including minimum notice periods.

The Trustee may, in its discretion, determine that any proposed Ordinary Resolution or Extraordinary 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.

Any Class A Notes, Class B Notes, Class C Notes or Class D Notes held by, for the benefit of, or on behalf of the Collateral Manager or any Collateral Manager Related Person shall only be held in the form of CM Removal and Replacement Exchangeable Non-Voting Notes and will therefore, together with the Class X Notes, have no voting rights with respect to, and shall not be counted for the purposes of, determining a quorum and the results of any votes in respect of any CM Removal Resolution or in respect of any CM Replacement Resolution where the appointment of the successor Collateral Manager results from the removal of the Collateral Manager for cause (but shall carry a right to vote and be so counted on all other matters in respect of which CM Removal and Replacement Voting Notes have a right to vote and be counted).

Any Class E Notes, Class F Notes or Subordinated Notes held by, for the benefit of, or on behalf of the Collateral Manager or any Collateral Manager Related Person will have no voting rights with respect to, and shall not be counted for the purposes of, determining a quorum and the results of any votes in respect of any CM Removal Resolution or in respect of any CM Replacement Resolution where the appointment of the successor Collateral Manager results from the removal of the Collateral Manager for cause (but shall carry a right to vote and be so counted on all other matters in respect of which CM Removal and Replacement Voting Notes have a right to vote and be counted).

If 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 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 or Ordinary Resolution. In the case of an Extraordinary Resolution, this is one or more persons holding or representing not less than $66\frac{2}{3}$ per cent. of the aggregate Principal Amount Outstanding of each Class of Notes Outstanding (or the relevant Class or Classes only, if applicable) and in the case of an Ordinary Resolution this is one or more persons holding or representing more than 50 per cent. of the aggregate Principal Amount Outstanding of each Class of Notes Outstanding (or the relevant Class or Classes only, if applicable). Such quorum provisions 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, 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.

Class X Notes and any Notes that are in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable 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. Class A Notes, Class B Notes, Class C Notes and Class D Notes in the form of CM Removal and Replacement Voting Notes may form a small percentage of the Controlling Class (or other relevant Class or Classes) and/or be held by a concentrated group of Noteholders. Investors should be aware that such CM Removal and Replacement Voting Notes will be entitled to vote to pass a CM Removal Resolution and a CM Replacement Resolution and the remaining percentage of the Controlling Class (or other relevant Class or Classes) held in the form of CM Removal and Replacement Non-Voting Notes and/or CM Removal and Replacement Exchangeable Non-Voting Notes will be bound by such Resolution. Holders of the CM Voting Notes may have interests that differ from other holders of Class X Notes, Class A Notes, Class B Notes, Class C Notes and Class D Notes and may seek to profit or seek direct benefits from their voting rights. The entire Class of both the Class M-1 Subordinated Notes and Class M-2 Subordinated Notes may each also be held by a concentrated group of Noteholders. Investors should also be aware that such group of Noteholders would in such circumstances exercise effective control over the exercise of rights granted to Subordinated Noteholders as a Class pursuant to the Conditions and the Trust Deed and may have interests that differ from other Noteholders and may seek to profit or seek direct benefits from their effective control over the exercise of such rights.

Investors in Class A Notes should be aware that for so long as Class A Notes have not been redeemed and paid in full, if no Class A Notes are held in the form of CM Removal and Replacement Voting Notes, the Class A Notes will not be entitled to vote in respect of such CM Removal Resolution or CM Replacement Resolution and such right shall pass to a more junior Class of Notes in accordance with the definition of Controlling Class.

Similarly, investors in the other Classes of Notes should be aware that if there are no Notes in their Class that would be entitled to vote and be counted in respect of a CM Removal Resolution or a CM Replacement Resolution, such Class of Notes will not be entitled to vote in respect of such CM Removal Resolution or CM Replacement Resolution and 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 be adverse to certain Noteholders. Without limitation to the foregoing, potential investors should note that the Issuer may amend the Transaction Documents to modify or amend the components of the Portfolio Profile Tests, the Eligibility Criteria, the Reinvestment Criteria, the Collateral Quality Tests, the Fitch Test Matrices or the Moody's Test Matrix and the

related definitions, provided that Rating Agency Confirmation has been obtained and (to the extent provided in Condition 14(c) (*Modification and Waiver*)) the Controlling Class has consented by way of Ordinary Resolution.

Certain entrenched rights relating to the Terms and Conditions of the Notes including the currency thereof, Payment Dates applicable thereto, the Priorities of Payment, the provisions relating to quorums and the percentages of votes required for the passing of a Resolution, cannot be amended or waived by Ordinary Resolution but require an Extraordinary Resolution. Similarly, modifications of Transaction Documents having a material adverse effect on the security over the Collateral constituted by the Trust Deed and the Irish Security Agreement and of provisions relating to quorum and voting thresholds for the purposes of passing an Extraordinary Resolution cannot be amended or waived by Ordinary Resolution but require Extraordinary Resolution. In particular, Noteholders should note that amendments as may be contemplated to facilitate or in connection with an Optional Redemption in whole or in part by way of a Refinancing may be effected by way of Ordinary Resolution and, as such, fundamental amendments including, but not limited to, an extension of the Reinvestment Period and/or Maturity Date may be effected with the approval of a simple majority of each relevant Class of Noteholders. Noteholders should further note that any amendment made contemporaneously with an Optional Redemption in whole or in part by way of a Refinancing may be effected by way of Ordinary Resolution and, as such, fundamental amendments including, but not limited to, an extension of the Reinvestment Period and/or Maturity Date may be effected with the approval of a simple majority of each relevant Class of Noteholders. Noteholders should note that to the extent that the Subordinated Noteholders are to vote on a matter which would otherwise require an Extraordinary Resolution as described above, such matter may be approved by the Subordinated Noteholders acting by Ordinary Resolution only and, as such fundamental amendments including, but not limited to, an extension of the Reinvestment Period and/or Maturity Date may be effected by the Subordinated Noteholders acting by Ordinary Resolution (without prejudice to any Extraordinary Resolution of the relevant Class(es) of Rated Notes which may also be requested). It should however be noted that amendments 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. 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, the Trustee shall be obliged to consent to modifications and waivers granted in respect of certain other matters, subject to the Issuer certifying to the Trustee that such modifications and waivers are required pursuant to Condition 14(c) (*Modification and Waiver*), without the consent of the Noteholders as set out in Condition 14(c) (*Modification and Waiver*). 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 the Transaction Documents. Any such consent, if withheld, may prevent a modification of the Transaction Documents which may have been beneficial to or in the best interests of the Noteholders or in a manner required in order to ensure regulatory compliance.

Any consent or approval given by the Trustee for the purpose of the Trust Deed may be given on such terms and subject to such conditions (if any) as the Trustee thinks fit and notwithstanding anything to the contrary in the Trust Deed may be given retrospectively. Any consent or approval may be given by the Trustee without the consent of the Noteholders or any other Secured Party if, in the opinion of the Trustee, it is not materially prejudicial to the interests of the Noteholders of any Class to do so, subject, in each case, to the provisions of the Transaction Documents (including the Conditions).

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 the Transaction Documents. Any such consent, if withheld, may prevent the modification of the Transaction Documents which may be beneficial to or in the best interests of the Noteholders.

3.23 Concentrated Ownership of One or More Classes of Notes

If at any time one or more investors that are affiliated hold a majority of any Class of Notes, it may be more difficult for other investors to take certain actions that require consent of any such Classes of Notes without their consent. For example, optional redemption and the removal of the Collateral Manager for cause and appointment are at the direction of Holders of specified percentages of Subordinated Notes and/or the Controlling Class (as applicable).

3.24 Enforcement Rights Following an Event of Default

If an 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 the occurrence of an Event of Default described in Condition 10(a)(vi) (*Insolvency Proceedings*) or Condition 10(a)(vii) (*Illegality*), such notice shall be deemed to have been given and all the Notes shall automatically become immediately due and payable.

At any time after the Notes become due and repayable and the security under the Trust Deed and the Irish Security Agreement becomes enforceable, the Trustee may, at its discretion, and shall, if so directed by the Controlling Class acting by Ordinary Resolution (subject, in each case, to the Trustee being indemnified and/or secured and/or prefunded to its satisfaction), take Enforcement Action 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 the Deferred Class M-2 Subordinated Noteholder Amount) and all amounts payable in priority to the Subordinated Notes pursuant to the Priorities of Payment; (B) otherwise, in the case of an Event of Default specified in paragraphs (a)(i), (a)(ii) or (a)(iv) of Condition 10 (*Events of Default*) the Controlling Class acting by way of Extraordinary Resolution (and no other Class of Notes) may direct the Trustee to take Enforcement Action without regard to any other Event of Default which has occurred prior to, contemporaneously or subsequent to such Event of Default; or (C) in the case of any other Event of Default, each Class of Rated Notes acting independently by way of Ordinary Resolution may direct the Trustee to take Enforcement Action (subject, in each case, to the Trustee 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 Payment and/or at a time when enforcement thereof may be adverse to the interests of certain Classes of Notes and, in particular, the Subordinated Notes.

3.25 Certain ERISA Considerations

Under the Plan Asset Regulation issued by the U.S. Department of Labor, as modified, if certain employee benefit plans or other retirement arrangements subject to the fiduciary responsibility provisions of Title I of 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 by the Issuer could be considered "prohibited transactions" under Section 406 of ERISA or Section 4975 of the Code. See the section entitled "*ERISA Considerations*" below.

3.26 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 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 at the time it acquires an interest in a Rule 144A Note (any such person, a "**Non-Permitted Holder**") or a Noteholder is a Non-Permitted ERISA Holder (as applicable), the Issuer may, promptly after determination that such person is a Non-Permitted Holder or Non-Permitted ERISA Holder by the Issuer, send notice to such Non-Permitted Holder or Non-Permitted ERISA Holder (as applicable) demanding that such 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 or Non-Permitted ERISA Holder (as applicable) within 30 calendar days (or ten calendar days in the case of a Non-Permitted ERISA Holder) of the date of such notice. If such Holder 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) upon direction from the Issuer or the Collateral Manager on its behalf, a Transfer Agent, on behalf of and at the expense of the Issuer, shall cause such beneficial interest to be transferred in a commercially reasonable sale to a person or entity that certifies in writing to such Transfer Agent and 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.

In addition, the Trust Deed generally provides that if a Holder fails to provide the Issuer or its agents with any correct, complete and accurate information that may be required for the Issuer to comply with FATCA and the CRS 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 Holder's ownership of any Notes would otherwise cause the Issuer to be subject to tax under FATCA or fines or penalties under the CRS, the Issuer is authorised to withhold amounts otherwise distributable to the Holder, to compel the Holder to sell its Notes, and, if the Holder does not sell its Notes ten Business Days after notice from the Issuer, to sell the Holder's Notes on behalf of the Holder.

3.27 U.S. Tax Risks

U.S. trade or business

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 (including as a result of lending activities). 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 its net income will not become subject to U.S. federal income tax as the result of unanticipated activities, changes in law, contrary conclusions by the U.S. tax authorities or other causes. If the Issuer were determined to be engaged in a trade or business within the United States, its income that is effectively connected with such U.S. trade or business would be subject to U.S. federal income tax at the regular corporate rate, and possibly to a branch profits tax of 30.0 per cent. as well. The imposition of such taxes would materially impair the Issuer's financial ability to make payments and distributions on the Notes. See "*Tax Considerations—Certain U.S. Federal Income Tax Considerations—U.S. Federal Tax Treatment of the Issuer.*"

FATCA

Under FATCA, the Issuer may be subject to a 30 per cent. withholding tax on certain payments in respect of certain of its assets. Under an intergovernmental agreement entered into between the United States and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with Irish implementing 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 would then provide this information to the United States Internal Revenue Service (or any successor thereto) (the "**IRS**"). The Issuer expects to comply with the intergovernmental agreement and the implementing legislation; however,

there can be no assurance that the Issuer will be able to do so. Moreover, beginning two years after the date on which final regulations defining foreign "passthru" payments are published in the U.S. Federal Register, FATCA could require the Issuer to withhold on foreign "passthru" payments to holders that fail to provide certain information to the Issuer or are certain "foreign financial institutions" that do not comply with FATCA.

As discussed under "*Forced Transfer*" above, 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 comply with FATCA and the CRS 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 FATCA or fines or penalties under the CRS, the Issuer is authorised to withhold amounts 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 Class E Notes and Class F Notes as equity in the Issuer for U.S. federal income tax purposes

The U.S. federal income tax treatment of the Class E Notes and Class F Notes is not entirely clear. The Issuer intends to treat the Rated Notes (including the Class E Notes and Class F Notes) as debt for U.S. federal income tax purposes. Holders of the Rated Notes will be required to treat such Notes as debt for U.S. federal income tax purposes. If the Class E Notes and Class F Notes (or any other Class of Rated Notes) were recharacterised by the IRS or by the courts as equity for U.S. federal income tax purposes, a U.S. Holder generally would be treated as a U.S. Holder of equity in a PFIC (defined below) who did not make a qualified electing fund election and would be subject to the same treatment as a U.S. Holder of Subordinated Notes that did not make a qualified electing fund election. See "*Tax Considerations—Certain U.S. Federal Income Tax Considerations—U.S. Federal Income Tax Treatment of U.S. Holders of Subordinated Notes.*" Although not free from doubt, a U.S. Holder of the Class E Notes or the Class F Notes may be able to make a protective QEF election or file protective information returns. U.S. Holders of the Class E Notes and the Class F Notes should consult with their tax advisers regarding the availability of making a protective QEF election.

Potential U.S. investors in the Class E Notes and Class F Notes should consult with their own tax advisors about the potential recharacterisation of the Class E Notes and Class F Notes, the consequences of the Issuer's status as a PFIC (defined below), the Issuer's potential status as a controlled foreign corporation and the tax consequences thereof.

The Issuer is Expected to be Treated as a Passive Foreign Investment Company and May be Treated as a Controlled Foreign Corporation

The Issuer is expected to be a passive foreign investment company ("**PFIC**") for U.S. federal income tax purposes, which means that a U.S. Holder of Subordinated Notes (and any other Class of Notes treated as equity for U.S. federal income tax purposes) may be subject to adverse tax consequences, unless such holder elects to treat the Issuer as a qualified electing fund and to recognise currently its proportionate share of the Issuer's income whether or not distributed to such U.S. Holder. In addition, depending on the overall ownership of interests in the Issuer, a U.S. Holder of 10.0 per cent. or more of the Subordinated Notes may be treated as a U.S. shareholder in a controlled foreign corporation and required to recognise currently its proportionate share of the "subpart F income" of the Issuer, whether or not distributed to such U.S. Holder. A U.S. Holder that makes a qualified electing fund election, or that is required to include subpart F income in the event that the Issuer is treated as a controlled foreign corporation, may recognise income in amounts significantly greater than the payments received from the Issuer. Taxable income may exceed cash payments when, for example, the Issuer uses earnings to repay principal on the Notes or accrues income on the Collateral Debt Obligations prior to the receipt of cash or the Issuer discharges its debt at a discount. A U.S. Holder that makes a qualified electing fund election or that is required to recognise currently its proportionate share of the subpart F income of the Issuer will be required to include in the current income its *pro rata* share of such earnings, income or amounts whether or not the Issuer actually makes any payments to such Noteholder. The Issuer, or an agent

acting on behalf of the Issuer, will cause, at the Issuer's expense, its independent accountants to supply U.S. Holders of the Subordinated Notes (and any other Class of Notes treated as equity for U.S. federal income tax purposes) at such holder's request with the information reasonably available to the Issuer that a U.S. Holder reasonably requests to satisfy filing requirements under the qualified electing fund election or the controlled foreign corporation rules.

4. RELATING TO THE COLLATERAL

4.1 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 on and after the Determination Date immediately preceding the second Payment Date) and in each case (save as described herein) 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.

Neither the Issuer nor the Placement Agent have 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 Custodian, the Collateral Manager, the Retention Holder, the Collateral Administrator, 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 Custodian, the Collateral Manager, the Retention Holder, the Collateral Administrator, any Hedge Counterparty, the Placement Agent 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.

Furthermore, pursuant to the Collateral Management Agreement, the Collateral Manager is required to carry out due diligence in accordance with the Standard of Care specified in the Collateral Management Agreement, to ensure the Eligibility Criteria will be satisfied prior to the entry by the Issuer (or the Collateral Manager (acting on behalf of the Issuer)) into a commitment to purchase an asset intended to constitute a Collateral Debt Obligation and that the Issuer will, upon the settlement of such purchase, become the legal and beneficial holder of such Collateral Debt Obligations in accordance with the terms of the relevant Underlying Instrument and all applicable laws. Noteholders are reliant on the Collateral Manager conducting such due diligence in a manner which ensures that the Collateral Debt Obligations are properly and effectively transferred and satisfy each of the Eligibility Criteria.

4.2 Nature of Collateral; Defaults

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 Senior Secured Loans, Senior Secured Bonds, Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds lent to or issued by a variety of Obligors with a principal place of business in a Qualifying Country which are primarily rated below investment grade.

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.

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 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 Class 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 relevant Class of 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 Payment. 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 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 Payment. Moreover, there can be no assurance as to the amount or timing of any recoveries received in respect of Defaulted Obligations.

4.3 The Warehouse Arrangements

Prior to the Issue Date (such period, the "**Warehouse Period**"), the Collateral Manager has acquired, and will continue to enter into binding commitments to acquire in the name of and on behalf of the Issuer, Collateral Debt Obligations (each a "**Warehoused Asset**") pursuant to financing arrangements (the "**Warehouse Arrangements**"). The Warehouse Arrangements were provided primarily by one or more Affiliates of the Placement Agent (the "**Citi Parties**"), as senior lender, and certain subordinated lenders (the "**Warehouse Providers**"). The primary purpose of the Warehouse Arrangements was to facilitate acquisition by the Issuer of Collateral Debt Obligations during the Warehouse Period and, accordingly, benefit from the economics and voting rights of such Collateral Debt Obligations. The Warehouse Arrangements will be terminated on the Issue Date, and all amounts owing to the Citi Parties and the Warehouse Providers in connection with such arrangements will be repaid by the Issue Date from the proceeds of the issuance of the Notes.

The Issuer (or the Collateral Manager on behalf of the Issuer) has purchased or entered into certain agreements to purchase a substantial portion of the Portfolio on or prior to the Issue Date and will use the proceeds of the issuance of the Notes to settle any outstanding trades on the Issue Date and to repay the Citi Parties and the

other Warehouse Providers in respect of the funds provided pursuant to the Warehouse Arrangements which were used to finance the purchase of such Collateral Debt Obligations prior to the Issue Date.

Under the Warehouse Arrangements, the Citi Parties indirectly provided and will provide prior to the Issue Date financing to the Issuer to allow its acquisition of the Warehoused Assets (provided that the Citi Party approves the purchase of any such Warehoused Assets). The approval by any Citi Parties of the purchase of any Warehoused Assets will be in its capacity as the financing party and should not be viewed as a determination by Citi 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 Citi Parties do not approve the purchase of any Warehoused Assets, the Issuer may be restricted from purchasing that asset for a certain period, which may result in the Issuer paying a higher price.

The Warehouse Providers have, during the Warehouse Period, provided certain of the junior funding to the Issuer. On the Issue Date, such junior funding will be redeemed at par plus the interest accrued on the Warehoused Assets (net of a financing fee due to the Citi Parties and any other expenses and fees due under the Warehouse Arrangements). Certain of the Warehouse Providers may, but are not required to, purchase any Subordinated Notes on the Issue Date. If the Issue Date occurs, any losses or gains (realised or unrealised) resulting from changes in the market value of the Warehoused Assets as compared to the purchase price of the Warehoused Assets, will be for the account of the Issuer. If the Issue Date does not occur, the Warehouse Providers and the applicable Citi Parties will bear the risk of loss in value of the Warehoused Assets. The interests of the Citi Parties and the Warehouse Providers in respect of the Warehoused Assets will not necessarily align with, and may be directly contrary to, those of the investors in the Notes.

The prices paid for Collateral Debt Obligations purchased pursuant to the Warehouse Arrangements will be the market value thereof on the date the Issuer entered into the commitment to purchase, which may be greater or less than the market value thereof on the Issue Date. Events occurring between the date of the Issuer first acquiring a Collateral Debt Obligation and on or prior to the Issue Date, including changes in prevailing interest rates, prepayments of principal, developments or trends in any particular industry, changes in the financial condition of the Obligors of Collateral Debt Obligations, the timing of purchases prior to the Issue Date and a number of other factors beyond the Issuer's control, including the condition of certain financial markets, general economic conditions and international political events, could adversely affect the market value of the Collateral Debt Obligations acquired prior to or on the Issue Date.

In addition, any interest or other amounts paid or accrued on such Collateral Debt Obligations during the Warehouse Period will be paid to the Warehouse Providers under the Warehouse Arrangements on or about the Issue Date. Investors in the Notes will be assuming the risk of market value and credit quality changes in the Collateral Debt Obligations from the date such Collateral Debt Obligations are acquired during Warehouse Period but will not receive the benefit of interest earned on the Collateral Debt Obligations during the Warehouse Period provided that any risk in relation to any Collateral Debt Obligations which are ineligible collateral as at the Issue Date or which do not satisfy the Eligibility Criteria as at the Issue Date shall be borne by the relevant Warehouse Providers under the Warehouse Arrangements. On and following the Issue Date, any losses or gains (realised or unrealised) resulting from changes in the market value of the Warehoused Assets as compared to the purchase price of the Warehoused Assets will be for the account of the Issuer. On and following the Issue Date the risk of loss in value of the Warehoused Assets is for the account of the Issuer (and therefore the Noteholders), including in respect of the period prior to the Issue Date. The interests of the participants in the Warehouse Arrangements in respect of the Warehoused Assets may not necessarily align with, and may be directly contrary to, those of the investors in the Notes.

The financing provided pursuant to the Warehouse Arrangements will be repaid on the Issue Date by applying part of the proceeds of the issuance of the Notes. Certain costs and expenses related to the Warehouse Arrangements, including the interest and commitment fees payable to the lenders under the Warehouse Arrangements and payment of certain fees and reimbursement of certain expenses to such lender and any agents appointed in respect of the Warehouse Arrangements, will therefore be borne by the Issuer as such amounts will be paid by application of the proceeds of the issuance of the Notes.

The price and availability of a Collateral Debt Obligation 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 and the Effective Date Determination Requirements 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 prices of the Rated Notes will be fixed on the pricing date. The actual purchase prices of the Warehoused Assets purchased after the pricing date were not known at that time and may be higher or lower than the purchase prices expected on the pricing date. The returns on Subordinated Notes will vary depending upon the actual purchase prices of the Warehoused Assets and Collateral Debt Obligation purchased on or after the Issue Date and may be materially different from the expected returns calculated based upon market prices prevailing at the pricing date.

For reasons not necessarily attributable to any of the risks set forth herein (for example, supply/demand imbalances or other market forces), the prices of the Collateral Debt Obligations in which the Issuer invests may decline substantially. In particular, purchasing assets at what may appear to be "undervalued" levels is no guarantee that these assets will not be trading at even lower levels at a time of valuation or at the time of sale. It may not be possible to predict, or to hedge against, such risk.

In circumstances where the Issuer has entered into a binding commitment to purchase Collateral Debt Obligations, events occurring between the date of such commitment and the settlement date, including changes in prevailing interest rates, prepayments of principal, developments or trends in any particular industry, changes in the financial condition of the Obligor of Collateral Debt Obligations and a number of other factors beyond the Issuer's control, including the condition of certain financial markets, general economic conditions and international political events, could adversely affect the market value of such Collateral Debt Obligations during such intervening period and will be risks borne by the Issuer (and, indirectly, the Noteholders).

The requirement that the Eligibility Criteria be satisfied applies only (i) at the time that any commitment to purchase a Collateral Debt Obligation is entered into (ii) in respect of Issue Date Collateral Debt Obligations, on the Issue Date and (iii) in respect of certain of the Eligibility Criteria that comprise the Restructured Obligation Criteria, those 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), on the applicable Restructuring Date, and, in each case, any failure by such Collateral Debt Obligation to satisfy the relevant Eligibility Criteria at a later stage will not result in any requirement to sell it or take any other action.

See also "*Certain Conflicts Of Interest – Certain Conflicts of Interest Involving or Related to the Placement Agent and its Affiliates*" below in relation to conflicts concerning the Placement Agent.

4.4 Considerations Relating to the Initial Investment Period

During the Initial Investment Period, the Collateral Manager on behalf of the Issuer, will seek to acquire additional Collateral Debt Obligations in order to satisfy, as at the Effective Date, the Target Par Amount and each of the Coverage Tests (other than in respect of the Interest Coverage Tests, which are required to be satisfied on and after the Determination Date immediately preceding the second Payment Date), Collateral Quality Tests and Portfolio Profile Tests. 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 Currency Hedge 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 Currency Hedge Counterparty with whom the Issuer may enter into Currency Hedge Transactions. See also 2.6 "*European Market Infrastructure Regulation (EMIR)*" above. 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 Currency Hedge 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 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, prior to the Determination Date relating to the first Payment Date, the Collateral Manager may transfer some or all amounts standing to the credit of the First Period Reserve Account to the Unused Proceeds Account for the purpose of being applied toward 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.

4.5 Underlying Portfolio

Characteristics of Senior Loans, Senior Secured Bonds and Mezzanine Obligations

The Portfolio Profile Tests provide that as of the Effective Date, at least 90.0 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 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 including Eligible Investments that represent Principal Proceeds in respect of such accounts, in each case as at the relevant Measurement Date). Senior Obligations, Second Lien Loans and Mezzanine Obligations are of a type generally incurred by the Obligor thereunder in connection with highly leveraged transactions, 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 borrower 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 and Unsecured Senior Loans are typically at the most senior level of the capital structure with Second Lien Loans being subordinated thereto and Mezzanine Obligations being subordinated to any Senior Obligations or to any other senior debt of the Obligor. Senior Secured Loans and Senior Secured 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. Second Lien Loans and Mezzanine Obligations may have the benefit of a second priority charge over such assets. Unsecured Senior Loans 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 contain bondholder collective action clauses permitting specified majorities of bondholders to approve matters which, in a typical Senior Secured Loan, would require unanimous lender consent. The Obligor under a Senior Secured 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.

Some Collateral Debt Obligations may bear interest at a fixed rate, for example high yield bonds. Risks associated with fixed rate obligations are discussed at 4.14 "*Interest Rate Risk*" below.

The majority of Senior Obligations and Mezzanine Obligations bear interest based on a floating rate index, for example EURIBOR, a certificate of deposit rate, a prime or base rate (each as defined in the applicable loan agreement) 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 Obligation or Mezzanine Obligation may receive certain syndication or participation fees in connection with its purchase. Other fees payable in respect of a Senior Obligation or Mezzanine Obligation, which are separate from interest payments on such loan, may include facility, commitment, amendment and prepayment fees.

Senior Obligations 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. 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 Obligation or Mezzanine Obligation which is not waived by the lending syndicate 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 Obligation or Mezzanine Obligation may share many similar features with other loans and obligations of its type, the actual term of any Senior Obligations or Mezzanine Obligation will have been a matter of negotiation and will be unique. Any such particular loan 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 Obligations, Second Lien Loans and Mezzanine Obligations

In order to induce banks and institutional investors to invest in a Senior Obligation, Second Lien Loan 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 loan agreement relating to such Senior Obligation, Second Lien Loan or Mezzanine Obligation, and the private syndication of the Senior Obligations, Second Lien Loans 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 Obligations, Second Lien Loans and Mezzanine Obligations have been predominantly commercial banks and investment banks. The range of investors for such loans 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 if 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 Obligations, resulting in increased disposal risk for such obligations.

Senior Secured 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 Obligations which are 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 Senior Obligations which are loans.

Increased Risks for Mezzanine Obligations

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

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 and Senior Obligations. 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 make-whole. 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.

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.

Defaults and Recoveries

There is limited historical data available as to the levels of defaults and/or recoveries that may be experienced on Senior Obligations, Mezzanine Obligations 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 Obligations and Mezzanine Obligations purchased by the Issuer. As referred to above, although any particular Senior Loan, Mezzanine Obligation 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 Obligation, Mezzanine Obligation 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 both Senior Obligations, Mezzanine Obligations 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 Obligations 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 Obligations 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, 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 borrower 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 borrowers with little connection to the UK. In such instance, a lender may be forced by a court to accept restructuring terms. 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.

Recoveries on Senior Obligations 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 4.18 "*Insolvency Considerations relating to Collateral Debt Obligations*" below.

For the purpose of the foregoing "**Senior Obligations**" means Senior Secured Loans, Senior Secured Bonds and Unsecured Senior Loans.

Investing in Cov-Lite Loans involves certain risks

The Issuer or the Collateral Manager acting on its behalf may purchase Collateral Debt Obligations which are Cov-Lite Loans. Cov-Lite Loans typically do not have maintenance covenants. Ownership of Cov-Lite Loans may expose the Issuer to different risks, including with respect to liquidity, price volatility and ability to restructure loans, than is the case with loans that have maintenance covenants. In addition, the lack of maintenance covenants may make it more difficult for lenders to trigger a default in respect of such obligations. This may make it more likely that any default arising under a Cov-Lite Loan will arise at a time when the relevant Obligor is in a greater degree of financial stress. This may make a successful restructuring more difficult to achieve and/or result in a greater reduction in the value of the Cov-Lite Loans as a consequence of any restructuring effected in such circumstances.

Characteristics of High Yield Bonds

High Yield Bonds are generally unsecured, may be subordinated to other obligations of the applicable obligor and generally 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.

European High Yield Bonds are generally 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 leaves 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.

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 4.18

"*Insolvency Considerations relating to Collateral Debt Obligations*" 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.

Investing in Second Lien Loans involves certain risks

The Collateral Debt Obligations may include Second Lien Loans, each of which will be secured by collateral, but which is subordinated (with respect to liquidation preferences with respect to pledged collateral) to other secured obligations of the Obligor 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 the borrower. 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.

Characteristics of Unsecured Senior Loans

The Collateral Debt Obligations may include Unsecured Senior Loans. Such obligations generally have greater credit, insolvency and liquidity risk than is typically associated with secured obligations. Unsecured Senior Loans will generally have lower rates of recovery than secured obligations following a default. Also, if the insolvency of an Obligor of any Unsecured Senior Loans 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.

4.6 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 investment

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 investment management practices and the Standard of Care specified in the Collateral Management Agreement.

The Collateral Manager may, in accordance with its investment 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.

4.7 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 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 indirectly 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. 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. Whilst the Issuer may have a right to elevate a Participation to a direct interest in the participated loan, such right may be limited by a number of factors.

In addition, Participations may be subject to the exercise of the "bail-in" powers attributed to Resolution Authorities under the BRRD or similar resolution mechanisms provided for in the SRM Regulation. See 2.23 "*EU Bank Recovery and Resolution Directive*" above.

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

4.8 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.

4.9 Corporate Rescue Loans

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). This will not typically be the case for Obligors who are not subject to U.S. bankruptcy proceedings.

4.10 Bridge Loans

The Portfolio Profile Tests provide that not more than 5.0 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.

4.11 Collateral Enhancement Obligations

All funds required in respect of the purchase price of any Collateral Enhancement Obligations and all funds required in respect of the exercise price of any rights or options thereunder, may only be paid out of the Balance standing to the credit of the Collateral Enhancement Account at the relevant time. 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 Payment rather than being paid to the Subordinated Noteholders. The aggregate amount which may be credited to the Collateral Enhancement Account in accordance with the Priorities of Payment are subject to the following caps: (i) in aggregate on any particular Payment Date, such amount may not exceed €3,000,000 and (ii) the cumulative maximum aggregate total in respect of all Payment Dates may not exceed €12,000,000.

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 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 Obligation will be dependent upon there being sufficient amounts standing to the credit of the Collateral Enhancement Account to pay the costs of any such exercise. 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 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, the Portfolio Profile Tests, the Collateral Quality Tests or the Reinvestment Overcollateralisation Test.

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 Obligations which the Collateral Manager determines on behalf of the Issuer should be purchased or exercised, the Collateral Manager may, at its discretion and subject to satisfaction of the requirements set out Condition 3(k) (*Collateral Manager Advances*), pay amounts required in order to fund such purchase or exercise (each such amount, a "**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 the Interest Proceeds and Principal Proceeds on each Payment Date pursuant to the Priorities of Payment.

4.12 Counterparty Risk

Assignments, Participations 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. Counterparties in respect of Participations and Hedge Transactions are required to satisfy the applicable Rating Requirement, upon entry into the applicable contract or instrument.

If a Hedge Counterparty is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement, there will be a termination event under the applicable Hedge Agreement unless, within the applicable grace period following such rating withdrawal or downgrade, 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 such strategy as may be approved by the Rating Agencies.

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. If 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 within the time limits prescribed for such action in the applicable Transaction Documents.

Transactions with counterparties that are relevant institutions for the purposes of the BRRD may be subject to the exercise of the "bail-in" powers attributed to Resolution Authorities under the BRRD or similar resolution mechanisms provided for in the SRM Regulation. See 2.23 "*EU Bank Recovery and Resolution Directive*" above.

4.13 Concentration Risk

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*".

4.14 Interest Rate Risk

The Class X Notes, Class A Notes, Class B-1 Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes bear interest at a floating rate based on EURIBOR. It is possible that Collateral Debt Obligations (in particular 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 Test which requires that not more than 5.0 per cent. of the Aggregate Collateral Balance may comprise Fixed Rate Collateral Debt Obligations (or in relation to a Fitch Test Matrix selected by the Collateral Manager where such Fitch Test Matrix applies a maximum percentage of the Aggregate Collateral Balance that can comprise Fixed Rate Collateral Debt Obligations, such lower percentage calculated in accordance with the provisions set out in the section of this Offering Circular entitled "*The Portfolio — Portfolio Profile Tests and Collateral Quality Tests — Fitch Test Matrices*").

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 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 EURIBOR 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 Hedge Transactions in order to mitigate such interest rate mismatch from time to time, subject to receipt in each case of Rating Agency Confirmation in respect thereof and subject to certain regulatory considerations in relation to swaps, discussed in 2.10 "*Commodity Pool Regulation*" above. However, the Issuer will depend on each Hedge Counterparty to perform its obligations under any Hedge Transaction to which it is a party and if any 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 Hedge Counterparty to cover its interest rate risk exposure.

In addition, some Collateral Debt Obligations permit the Obligor to re-set the interest period applicable to it from quarterly to semi-annual and vice versa. Interest Amounts are due and payable in respect of the Notes on a semi-annual basis following the occurrence of a Frequency Switch Event and on a quarterly basis at all other times. If a significant number of Collateral Debt Obligations re-set to semi-annual interest payments there may be insufficient interest received to make quarterly interest payments on the Notes. In order to mitigate the effects of any such timing mis-match, the Issuer will hold back a portion of the interest received on Collateral Debt Obligations which pay interest less frequently than quarterly in order to make quarterly payments of interest on the Notes ("**Interest Smoothing**"). In addition, to mitigate re-set risk, a Frequency Switch Event shall occur if (amongst other things) a sufficient portion of the Collateral Debt Obligations re-set 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 any timing mismatch.

In the case of the Notes which will bear interest at a rate based on EURIBOR for the period from one Payment Date (or, in the case of the first Payment Date, the Issue Date) to the next Payment Date (the "**Floating Rate Notes**"), there may be a timing mismatch between the Floating Rate Notes and the Floating Rate Collateral Debt Obligations as the interest rate on such Floating Rate Collateral Debt Obligations may adjust more frequently or less frequently, on different dates and based on different indices as compared to the interest rates on the Floating Rate Notes. As a result of such mismatches, an increase in the level of EURIBOR could adversely impact the ability of the Issuer to make payments on the Floating Rate Notes.

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 Notes or that any particular levels of return will be generated on the Subordinated Notes.

On 5 June 2014, the European Central Bank announced that it would charge a negative rate of interest on bank deposits with the European Central Bank. To the extent the European Central Bank's or other central bank's deposit rate from time to time results in the Account Bank or the Custodian incurring negative deposit rates as a result of maintaining any accounts on the Issuer's behalf, the Issuer will be required to reimburse the Account Bank or the Custodian in an amount equal to the chargeable interest incurred on such accounts as a result of such negative deposit rates. Prospective investors should note that given recent levels of, and moves in respect of, deposit rates, it appears likely the Issuer will be required to make such payments in reimbursement of the Account Bank and the Custodian. Any such payments shall be paid as Administrative Expenses, subject to and in accordance with the Priorities of Payment and may, accordingly, have a negative impact on the amounts available to the Issuer to apply as payments on the Notes.

4.15 Non-Euro Obligations and Currency Hedge Transaction

The Portfolio Profile Tests provide that up to 20.0 per cent. of the Aggregate Collateral Balance may comprise Non-Euro Obligations denominated in certain Qualifying Currencies. 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 Currency Hedge Transactions, it is not required that all Non-Euro Obligations must be the subject of a

Currency Hedge Transaction. In accordance with the Portfolio Profile Tests, up to 2.5 per cent. of the Aggregate Collateral Balance may consist of Unhedged Collateral Debt Obligations.

Notwithstanding that Non-Euro Obligations may be the subject of Currency Hedge Transactions, fluctuations in the currency exchange rates for currencies in which Collateral Debt Obligations are denominated may lead to the proceeds of the Portfolio being insufficient to pay all amounts due to the respective Classes of Noteholders. In addition, fluctuations in euro exchange rates may result in a decrease in value of the Portfolio for the purposes of sale thereof (including but not limited to a Non-Euro Obligation upon enforcement of the security over it). The Collateral Manager may also be limited at the time of investment in its choice of Collateral Debt Obligations because of the cost of entry into such Currency Hedge Transaction and due to restrictions in the Collateral Management Agreement with respect thereto. The Collateral Manager may also be unable to find suitable Hedge Counterparties willing to provide Currency Hedge Transactions. See 2.6 "*European Market Infrastructure Regulation (EMIR)*", 2.9 "*CFTC Regulations*" and 2.10 "*Commodity Pool Regulation*" above.

The Issuer's ongoing payment obligations under such Currency Hedge 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 may increase the risk of a mismatch between the foreign exchange hedges and Collateral Debt Obligations. This may cause losses.

Defaults, prepayments, trading and other events increase the risk of a mismatch between 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 Euro exchange rates.

The Issuer will depend upon the Currency Hedge Counterparty to perform its obligations under any hedges. If the Currency 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 the Currency Hedge Counterparty to cover its foreign exchange exposure. See 2.6 "*European Market Infrastructure Regulation (EMIR)*" and 4.12 "*Counterparty Risk*" above.

4.16 Reinvestment Risk/Uninvested Cash Balances

To the extent the Issuer (or the Collateral Manager on its behalf) 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. In addition, following the expiry of the Reinvestment Period, the Collateral Manager may reinvest some types of Principal Proceeds (see 3.7 "*The Collateral Manager May Reinvest After the End of the Reinvestment Period*" above). 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 Adjusted Collateral Principal Amount. Any decrease in the Adjusted Collateral Principal Amount will have the effect of reducing the amounts available to make distributions of interest 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 distributions to the Subordinated Notes on the first Payment Date.

4.17 Ratings on Collateral Debt Obligations

The Collateral Quality Tests, the Portfolio Profile Tests, the Coverage Tests and the Reinvestment Overcollateralisation Test 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 CCC Obligation, a Caa Obligation or a Defaulted Obligation (and therefore potentially subject to haircuts in the determination of the Par Value Tests and the Reinvestment Overcollateralisation Test and restriction in the Portfolio Profile Tests). The Collateral Management Agreement contains detailed provisions for determining the Fitch Rating and the Moody's Rating. In some instances, the Fitch Rating and the Moody's Rating will not be based on or derived from a public rating of the Obligor or the actual Collateral Debt Obligation but may be based on either a private rating of the Obligor or Collateral Debt

Obligation or, in certain cases, a confidential credit estimate determined separately by S&P, Fitch or Moody's. Such private ratings and 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. The Portfolio Profile Tests contain limitations on the proportions of the Aggregate Collateral Balance that may be made up of Collateral Debt Obligations where the Moody's Rating is derived from an S&P Rating. 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 "*Ratings of the Notes*" and "*The Portfolio*".

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 CCC Obligations and Caa Obligations or Defaulted Obligations in the Portfolio, which could cause the Issuer to fail to satisfy (i) the Par Value/Coverage 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 or restrict the Issuer (or the Collateral Manager on its behalf) from reinvesting in substitute Collateral Debt Obligations (see Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*)) or (ii) the Reinvestment Overcollateralisation Test, which failure could cause a reduction in the amounts available for distribution to the Subordinated Notes.

4.18 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 Obligor and, if different, in which the Obligor conduct business and in which they hold the assets, which may adversely affect such Obligor's 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 different types of Collateral Debt Obligations entered into by Obligor in such jurisdictions. No reliable historical data is available.

4.19 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 U.S. federal and state laws. Insofar as Collateral Debt Obligations that are obligations of non-United States Obligors 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 U.S. federal and state laws.

4.20 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 collection 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 Class.

4.21 Withholding tax in respect of the Collateral Debt Obligations

At the time when they are acquired by the Issuer, the Eligibility Criteria require that payments of interest on the Collateral Debt Obligations to the Issuer will not be reduced by any withholding tax imposed by any jurisdiction (other than U.S. withholding tax imposed on commitment fees, amendment fees, waiver fees, consent fees, letter of credit fees, extension fees, or similar fees) or, if and to the extent that any such withholding tax does apply, either (i) such withholding tax can, upon the completion of the relevant procedural formalities, be reduced or eliminated by application being made under a double tax treaty or otherwise or (ii) the relevant Obligor will be obliged to make "gross-up" payments to the Issuer that cover the full amount of such withholding tax.

However, there can be no assurance that, as a result of any change in any applicable law, rule or regulation or interpretation thereof, or as a result of a Collateral Debt Obligation being restructured or otherwise, payments in respect of the Collateral Debt Obligations will not become subject to withholding tax or increased withholding tax rates in the future in circumstances where the relevant Obligor will not be obliged to make additional payments to the Issuer in respect of such tax or increased tax. 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, or (b) any domestic exemption under the current applicable law in the jurisdiction of the relevant Obligor.

If the Issuer receives any interest payments on any Collateral Debt Obligation net of any applicable withholding tax, the Coverage Tests and Collateral Quality Tests will be determined by reference to such net receipts. Such withholding 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, payment of principal on the Maturity Date and other amounts payable in respect of the Notes of each Class.

In the event that any withholding or deduction for or on account of tax in respect of any payments of interest on the Collateral Debt Obligations constitutes a Collateral Tax Event, the Rated Notes may be redeemed in accordance with Condition 7(b)(i)(B) (*Optional Redemption in Whole – Subordinated Noteholders or Collateral Manager*) in whole but not in part at the direction of the holders of the Subordinated Notes, acting by way of Ordinary Resolution, subject to certain conditions.

4.22 Irish Value Added Tax Treatment of the consideration for collateral management services

The Issuer has been advised that under current Irish law, the consideration it pays for collateral management services should be exempt from value added tax in Ireland as consideration paid for collective investment management services provided to a "qualifying company" for the purposes of section 110 TCA. This is based upon Article 135(1)(g) of Council Directive 2006/112/EC on the Common System of Value Added Tax (the "**VAT Directive**"), which provides that EU member states shall exempt the management of "special investment funds" as defined by EU member states. The Value-Added Tax Consolidation Act 2010 of Ireland, in the provisions implementing Article 135(1)(g) of the VAT 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", therefore management services supplied to it are exempt from value added tax in Ireland under current law. On 9 December 2015 the Court of Justice of the European Union (the "**CJEU**") handed down its judgment in the case of *Staatssecretaris van Financiën v Fiscale Eenheid X NV* cs Case C-595/13 which concerned Dutch law on value added tax, including the Dutch interpretation of the term "special investment fund" under the VAT Directive and could suggest that the exemption has been enacted by some Member States more broadly than is permitted by the VAT Directive.

The CJEU 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 VAT 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 EU Directive 2009/65/EC (the "**UCITS Directive**") and (ii) funds which, without being collective investment undertakings within the meaning of the UCITS 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 CJEU 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.

It is not clear whether the Issuer would be regarded as being subject to "specific State supervision" under Irish law, as the CJEU did not elaborate on the meaning of that phrase in its judgment. There is, as a result, some doubt as to whether the Issuer would qualify as a "special investment fund" under Article 135(1)(g) of the VAT Directive, if a court were to be called upon to consider such a question.

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, however, aware of any proposal to amend Irish domestic law to remove the exemption from value added tax on investment management fees for entities such as the Issuer.

4.23 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 "*Description of the Collateral Management Agreement*". 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*". 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 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, 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 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.

The Collateral Manager shall indemnify the Issuer in respect of Collateral Manager Breaches subject to and in accordance with the Collateral Management Agreement. Investors should note, that in respect to such indemnity, the Collateral Manager shall only indemnify the Issuer in instances where it has acted in a manner constituting bad faith, wilful misconduct, fraud or gross negligence (in the meaning given under New York law), whereas the administrative sanctions under the Securitisation Regulation described above may be applied to the Issuer on the basis of ordinary negligence. Accordingly, should the Issuer be subject to any such administrative sanction due to the Collateral Manager's negligence, the Issuer may be unable to have recourse to the Collateral Manager under the Collateral Manager's indemnity as described above.

The Issuer is a newly formed entity and has no operating history or performance record of its own, other than entry into the Warehouse Arrangements and certain ancillary matters. 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 loan 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 collateral 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.

The Collateral Manager's information and technology systems may be vulnerable to damage or interruption from computer viruses, network failures, computer and telecommunications failures, infiltration by unauthorised persons and security breaches, usage errors by their respective professionals, power outages and catastrophic events such as fires, tornadoes, floods, hurricanes and earthquakes. Although the Collateral Manager may have implemented various measures to manage risks relating to these types of events, the failure of these systems and/or of disaster recovery plans for any reason could cause significant interruptions in the Collateral Manager's operations and result in a failure to maintain the security, confidentiality or privacy or sensitive data. Such a failure could impede the ability of the Collateral Manager to perform its duties under the Transaction Documents.

4.24 Placement Agent Role Post-Closing

The Placement Agent takes no responsibility for, and has 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 its Affiliates owns 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.

4.25 Trading Gains

Pursuant to the Conditions, the Collateral Manager may, in its discretion, direct that any Trading Gains which would otherwise have been deposited into the Principal Account and designated for reinvestment or used to redeem the Notes are instead deposited into the Interest Account, subject to certain conditions as more particularly described in Condition 3(j)(ii)(K) (*Interest Account*). Such Trading Gains will then be distributed as Interest Proceeds in accordance with the Priorities of Payments. As a result, such Trading Gains may not be available to be reinvested in Collateral Debt Obligations and therefore the Aggregate Principal Balance of Collateral Debt Obligations securing the Notes may be less than what would have otherwise been the case if such amounts had been reinvested in Collateral Debt Obligations.

4.26 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) 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 and to fund the First Period Reserve Account. The remaining proceeds shall be retained in the Unused Proceeds Account and used to purchase (or enter into agreements to purchase) additional Collateral Debt Obligations during the Initial Investment Period. 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, 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 twelve 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 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.

4.27 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 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.

4.28 Valuation Information; Limited Information

None of the Placement Agent, 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.

5. CERTAIN CONFLICTS OF INTEREST

The Placement Agent and its Affiliates and the Collateral Manager and its 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.

Certain Conflicts of Interest Involving or Relating to the Collateral Manager and its Affiliates

On the Issue Date, the Retention Holder will purchase the Retention Notes and retain the Retention Notes as long as required by the EU Retention Requirements. On the Issue Date, the Collateral Manager will be reimbursed by the Issuer for certain of its expenses incurred in connection with the transaction described herein.

The Collateral Manager may enter into agreements with one or more holders of the Notes pursuant to which the Collateral Manager may agree, subject to its obligations under the Trust Deed, the Collateral Management Agreement and applicable law, to take actions with respect to such holders of the Notes that it will not take with respect to other holders of the Notes. In addition, the Collateral Manager expects to enter into on the Issue Date and may also, from time to time, enter into agreements which provide that certain Noteholders will be entitled to receive a portion of the Collateral Management Fees from the Collateral Manager on one or more Payment Dates (which may include the Placement Agent and/or its Affiliates) during the term of the transaction. The performance and incentives of the Collateral Manager may be negatively impacted by any such fee rebate arrangements. In addition, the terms of such fee rebate arrangements may prohibit the Collateral Manager agreeing to any amendment to the Collateral Management Agreement which directly and adversely affects either the amount of the Collateral Management Fees to be paid to the Collateral Manager or the period during which the Collateral Manager is entitled to receive such fee. Investors should also note that the existence of such fee arrangements may incentivise the relevant Noteholders in receipt of such fees to exercise their voting rights in a particular way, including voting against the removal and/or replacement of the Collateral Manager.

Investors should also note that the Collateral Manager also expects to hold Class M-2 Subordinated Notes and receive payments in respect thereof subject to and in accordance with the Priorities of Payments. As further described in "*Description of the Collateral Management Agreement – Fees*" below, the Collateral Management Fees do not include a subordinated fee payable to the Collateral Manager, senior to the payments on the Subordinated Notes, but subordinated to the Rated Notes in accordance with the Priorities of Payment. The Collateral Manager expects to hold Class M-2 Subordinated Notes and in connection with which the Class M-2 Subordinated Noteholder Amount will be payable subject to and in accordance with the Priorities of Payment. Such Class M-2 Subordinated Notes may also be transferred. The Collateral Manager's incentive based rewards with regards to the performance of its duties in accordance with the Collateral Management Agreement may therefore be reduced as a result.

These Collateral Management Fee arrangements may make it more difficult for the Issuer to locate a replacement Collateral Manager if a replacement were desired for any reason, as any replacement Collateral Manager would not necessarily also receive the Class M-2 Subordinated Noteholder Amount that is expected to be received by the initial Collateral Manager to offset the lower Collateral Management Fees.

Various potential and actual conflicts of interest may arise from the overall investment activities of the Collateral Manager, its Affiliates and their respective clients and employees. The Collateral Manager and its Affiliates may invest, on behalf of themselves and other clients, in loans that would be appropriate as Collateral Debt Obligations. The Collateral Manager and its Affiliates may give advice or take action for their own account or their other client accounts with similar strategies that may differ from advice given or action taken for the Issuer. The Collateral Manager and its Affiliates may also have ongoing relationships with companies whose obligations are included in the Collateral, and may own, directly or through other funds that they manage, equity or debt securities issued by obligors of obligations included in the Collateral. The Collateral Manager and its Affiliates may also provide certain services to companies whose obligations are Collateral. In addition, the Collateral Manager, its Affiliates and their respective clients and employees may invest, or have already

invested, in obligations and/or other securities that are identical to or senior to, or have interests different from or adverse to, Collateral. In addition, the Collateral Manager or any of its Affiliates may serve as a general partner, adviser, officer, director, sponsor or manager of partnerships or companies organized to issue loan obligations secured by non investment grade loans.

The Collateral Manager may at certain times be engaged in seeking investments to purchase for the Issuer while at the same time the Collateral Manager or one or more Affiliates is also seeking to purchase or has already purchased similar or identical investments for its own account or clients or Affiliates or another entity for which it serves as a general partner, adviser, officer, director, sponsor or manager. By reason of the various activities of the Collateral Manager and its Affiliates, the Collateral Manager and such Affiliates may acquire confidential or material non public information or be restricted from effecting transactions in certain Collateral Debt Obligations or other Collateral that otherwise might have been initiated or prevented. At times, the Collateral Manager, in an effort to avoid restrictions for the Issuer and its other clients, may elect not to receive information that other market participants or counterparties are eligible to receive or have received.

Affiliates of the Collateral Manager syndicate or distribute new issue loans. The Collateral Manager may cause the Issuer to purchase such loans subject to the U.S. Tax Guidelines and requirements of the Collateral Management Agreement.

Neither the Collateral Manager nor any of its Affiliates has any affirmative obligation to offer any investments to the Issuer or to inform the Issuer of any investments before offering any investments to other funds or accounts that the Collateral Manager or any of its Affiliates manage or advise. The Collateral Manager and its Affiliates may also make investments on their own behalf without offering such investment opportunities to the Issuer. Furthermore, the Collateral Manager and its Affiliates may be bound by affirmative obligations at present or in the future, whereby it or they are obligated to offer certain investments to funds or accounts that it or they manage or advise before or without the Collateral Manager or its Affiliates offering those investments to the Issuer. Typically, the Collateral Manager and its Affiliates offer certain investments to funds or accounts that it or they manage or advise simultaneously with or in addition to offering those investments to the Issuer. Thus, other funds or accounts that it or they manage or advise could become co investors with the Issuer.

The Collateral Manager will endeavor to resolve conflicts with respect to investment opportunities in a manner that it deems equitable to the extent practicable under the prevailing facts and circumstances. Further, the Collateral Manager will be prohibited under the terms of the Collateral Management Agreement from directing the acquisition of Collateral Debt Obligations from, or disposition of Collateral Debt Obligations to, its Affiliates or any other account managed by the Collateral Manager except where the terms of such transaction are at least substantially as advantageous to the Issuer as the terms the Issuer would obtain in a comparable arm's length transaction with a non Affiliate, and where such transaction complies with the Investment Advisers Act of 1940, as amended (the "**Investment Advisers Act**").

The Collateral Manager currently serves as the portfolio manager for a number of CLO transactions, retail mutual funds, institutional funds and private accounts secured by collateral consisting primarily of non investment grade loans. Although the professional staff of the Collateral Manager will devote as much time to the Issuer as the Collateral Manager deems appropriate to perform its duties in accordance with the Collateral Management Agreement, the staff of the Collateral Manager may have conflicts in allocating their time and services among the Issuer and the Collateral Manager's other accounts. The Collateral Manager may, in its sole discretion, aggregate orders for its accounts under management. There is no assurance that any CLO or other client with strategies or investment objectives similar to the Issuer will hold the same assets or perform in a similar manner.

In addition, the Collateral Manager and its affiliates may, from time to time, be presented with investment opportunities that fall within the investment objectives of the Issuer and other investment funds managed by the Collateral Manager or its affiliates, and in such circumstances, the Collateral Manager and its affiliates expect to allocate such opportunities among the Issuer and such other affiliated funds on a basis that the Collateral Manager and its affiliates determine in good faith is appropriate taking into consideration such factors as its

duties owed to the Issuer and such other funds, the primary mandates of the Issuer and such other funds, the capital available to the Issuer and such other funds, any restrictions on investment, the sourcing of the transaction, the size of the transaction, the amount of potential follow-on investing that may be required for such investment and the assets of the Issuer and such other funds, the relation of such opportunity to the investment strategy of the Issuer and such other funds, reasons of portfolio balance, the nature and extent of involvement in the transaction on the part of the respective teams of investment professionals for the Issuer and each such other fund and any other consideration deemed relevant by the Collateral Manager and its affiliates in good faith. The objective of the Collateral Manager will be to allocate investments in any participating accounts (including the Issuer) in a manner that is fair and equitable over time and is consistent with applicable law, such allocation procedures as may be in place from time to time as described in its Form ADV Part 2A which will be provided to the Issuer prior to entering into the Collateral Management Agreement and is available subsequently upon request from the Collateral Manager and other relevant internal policies and procedures of the Collateral Manager from time to time. However, there is no assurance that such investment opportunities will be allocated to the Issuer fairly or equitably in the short-term or over time and there can be no assurance that the Issuer will be able to participate in all such investment opportunities that are suitable for it. For example, if the Collateral Manager or its Affiliates seek to purchase a loan on behalf of the Issuer and other accounts they manage, the amount of such asset available in the market and allocated to the Issuer by the Collateral Manager or its Affiliates may be less than the amount the Collateral Manager originally intended for the Issuer to purchase.

On any Payment Date on which the Incentive Collateral Management Fee IRR Threshold has been met or surpassed and the Incentive Collateral Management Fee is otherwise due and payable, the Collateral Manager will be paid the Incentive Collateral Management Fee to the extent of funds available in accordance with the Priority of Payments. The manner in which the Incentive Collateral Management Fee is determined could create an incentive for the Collateral Manager to make more speculative investments in the Collateral than the Issuer would otherwise make in order to seek to increase the likelihood that the Target Return would be achieved so that the Collateral Manager would be paid the Incentive Collateral Management Fee. See "*Description of the Collateral Management Agreement—Fees.*"

The Collateral Manager and its Affiliates and portfolios managed by them may own equity or other securities of obligors on the Collateral Debt Obligations and may have provided and may provide in the future, advisory and other services to obligors of Collateral Debt Obligations. The Collateral Manager and/or its Affiliates and portfolios managed by them may from time to time purchase and hold Notes. Any such person will act in their own interests with respect to such Notes and such interests may conflict with or be adverse to the interest of other holders of the Notes. Any such Notes acquired by any such person may be sold by any such person to related and/or unrelated parties at any time.

While the Collateral Manager may interact with investors and prospective investors in the Notes and may provide to them information regarding the portfolio of investments of the Issuer, the Collateral Manager has the sole authority to select and manage the portfolio of Collateral Debt Obligations. Upon request, investors and prospective investors in, and other beneficial owners of, the Notes, or stakeholders in the Issuer, may obtain information or hold discussions regarding the Collateral Manager's selections of Collateral Debt Obligations for the Issuer; however, no investor or prospective investor has any right to require the Collateral Manager to select a particular asset for purchase or, other than the disposition of ineligible assets prior to the Issue Date, sale by the Issuer. There can be no assurance that such discussions will not influence the actions or inactions of the Collateral Manager in its management role.

Conflicts related to obligations that the Collateral Manager, its affiliates or their respective related Persons have to other Clients.

The Collateral Manager, its affiliates or their respective related Persons may provide services to, or serve as officers, directors, managers, personnel or principals of, entities that operate in the same or a related line of business as the Issuer or other Clients. In serving in these multiple capacities, they may have obligations to other Clients or investors in those entities, the fulfilment of which may not be in the best interests of the Issuer

or the holders of the Notes. The Issuer may compete with these and other entities managed by the Collateral Manager and its affiliates for capital and investment opportunities.

Rating Agencies

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

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

The Citi Parties will play various roles in relation to the offering, including acting as the structurer of the transaction and in other roles described below.

The Citi Parties have been involved (together with the Collateral Manager) in the formulation of the Portfolio Profile Tests, Coverage Tests, Collateral Quality Tests, Priorities of Payments and other criteria in and provisions of the Trust Deed and the Collateral Management Agreement. 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. An Affiliate of the Placement Agent was also a Warehouse Provider under the Warehouse Arrangements.

The Placement Agent will purchase the Notes from the Issuer on the Issue Date and resell them in individually negotiated transactions at varying prices, which may result in a higher or lower fee being paid to the Placement Agent in respect of those Notes. The Placement Agent may elect in its sole discretion to rebate a portion of its fees in respect of the Notes to certain investors or the Collateral Manager, including the Retention Holder. 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 expects to earn fees and other revenues from these transactions.

The Citi Parties may retain a certain proportion of the Notes in their portfolios with an intention to hold to maturity or to trade. 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. The Citi Parties are part of a global 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 financial services that the Citi Parties may provide also include providing or arranging financing and, as such, the Citi Parties may have and/or may provide or arrange financing to the Collateral Manager or a Collateral Manager Related Person (as to which see 2.5 "Regulatory Initiatives – Retention Financing" above in respect of the Retention Financing contemplated as of the Issue Date). When exercising its rights in connection with any such retention financing, the Relevant Party could seek to enforce its security over all or some of the Retention Notes and take possession or sell such Retention Notes to a third party. In addition, the Relevant Parties may derive fees and other revenues from the arrangement and provision of any such financings. The Citi 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 Citi 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. Each of the Citi Parties will act in its own commercial interest in its various capacities without regard to whether its interests conflict with those of the Noteholders or any other party including, without limitation, in deciding whether to enforce its security granted in connection with any financing. Moreover, the Issuer may invest in loans of Obligors Affiliated with the Citi Parties or in which one or more Citi Parties hold

an equity participation or other interest. The purchase, holding or sale of such Collateral Debt Obligations by the Issuer may increase the profitability of the Citi Parties' own investments in such Obligors.

From time to time the Collateral Manager may purchase from or sell Collateral Debt Obligations through or to the Citi Parties (including a portion of the Collateral Debt Obligations to be purchased on or prior to the Issue Date) and one or more Citi Parties may act as the selling institution with respect to participation interests and/or as a counterparty under a Hedge Agreement. The Citi Parties may act as placement agent and/or initial purchaser or investment 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 Citi 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, Citi Parties and employees or customers of the Citi Parties 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 or 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 Citi 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. To the extent a Citi Party 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 Citi 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 and significantly lower than the price at which it may be willing to sell the Notes.

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.

Certain Conflicts of Interest Involving or Relating to the Retention Financing Parties

The Retention Holder will enter into the Retention Financing, as to which see 2.5 " *Regulatory Initiatives – Retention Financing*" above.

Noteholders should also be aware that the terms of the Retention Financing are such that certain parties to it would benefit from a situation where credit losses are incurred on the Retention Notes. As of the Issue Date such parties are not otherwise parties to the Transaction Documents and, as such, have no direct rights to control or influence the performance of the transactions contemplated by the Transaction Documents. Furthermore, when exercising its rights in connection the Retention Financing, the relevant parties have no duties or obligations to consider the effect of any such actions to the Noteholders.

6. INVESTMENT COMPANY ACT

The Issuer has not been and will not be registered with the United States Securities and Exchange Commission (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 determines at any time that any holder of an interest in a Rule 144A Note is a "**Non-Permitted Noteholder**", the Issuer shall, promptly after determination that such person is a Non-Permitted Noteholder by the Issuer, send notice to such Non-Permitted Noteholder demanding that such Non-Permitted Noteholder transfer its interest outside the United States to a non U.S. person (as defined in Regulation S) or to a person that is not a Non-Permitted Noteholder within 30 days of the date of such notice. If such Non-Permitted Noteholder fails to effect the transfer required within such 30 day period, (a) the Issuer or the Collateral Manager on its behalf and at the expense of 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 (as defined in Regulation S) or is a QIB/QP and (b) pending such transfer, no further payments will be made in respect of such beneficial interest. See 3.26 "*Forced Transfer*" above.

7. RISKS RELATING TO THE ISSUER UNDER IRISH LAW

7.1 Lack of Operating History

The Issuer is a newly incorporated designated activity company with limited liability under Irish law that has no prior operating history or revenues upon which may be used to evaluate its likely performance and the performance of the Notes.

7.2 Preferred Creditors under Irish Law and Floating Charges

If the Issuer becomes subject to an insolvency proceeding and the Issuer has obligations to creditors that are treated under Irish law as creditors that are senior relative to the Noteholders and other Secured Parties, the Noteholders (and other Secured Parties) may suffer losses as a result of their subordinated status during such insolvency proceedings. In particular, under Irish law, upon an insolvency of an Irish company, such as the Issuer, when applying the proceeds of assets subject to fixed security which 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 (which may include any borrowings made by an examiner to fund the company's requirements for the duration of his appointment) which have been approved by the relevant Irish courts (see 7.4 "*Examinership*" below).

The holder of a fixed security over the book debts of an Irish tax resident company (which 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 which the holder received in payment of debts due to it by the company.

Where the holder of the security has given notice to the Irish Revenue Commissioners of the creation of the security within 21 calendar days of its creation, the holder's liability is limited to the amount of certain outstanding Irish tax liabilities of the company (including liabilities in respect of value added tax) 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 which 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 person creating the charge does not have liberty to deal with the assets which 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 and/or the Irish Security Agreement 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 monies 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 over the relevant charged assets 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 even if crystallised prior to the commencement of 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.

7.3 Centre of Main Interests

Article 3(1) of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on Insolvency Proceedings (recast) (the "**EU Insolvency Regulation**") is in force in Ireland since 26 June 2017 and applies to "insolvency proceedings" opened after 26 June 2017. Article 3(1) of the EU Insolvency Regulation provides that the centre of main interests ("**COMI**") shall be "the place where the debtor conducts the administration of its interests on a regular basis and which is ascertainable by third parties" and in the case of a company, such as the Issuer, the place of the registered office shall be presumed to be the COMI in the absence of proof to the contrary and provided that the registered office has not been moved from another Member State within the three month period prior to the request for the opening of "insolvency proceedings".

In the decision by the CJEU in relation to Eurofood IFSC Limited, the CJEU 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". This is consistent with Recital 30 to the EU Insolvency Regulation.

Recital 28 to the EU Insolvency Regulation further indicates that in assessing whether a company's centre of main interests is ascertainable to third parties for these purposes, "special consideration should be given to the creditors and to their perception as to where a debtor conducts the administration of its interests". As the Issuer has its registered office in Ireland, has not moved its registered office from another Member State to Ireland within the three month period prior to a request for the opening of "insolvency proceedings", has an Irish corporate services provider, has Irish directors and is registered for tax in Ireland, 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, main insolvency proceedings may not be opened in Ireland.

Accordingly, pursuant to Article 3 of the EU Insolvency Regulation and as the Issuer is an Irish incorporated company and has its registered office in Ireland there is a rebuttable presumption that the Issuer's COMI is in Ireland and consequently that any main insolvency proceedings applicable to it would be governed by Irish law.

7.4 Examinership

Examinership is a court procedure available under the Companies Act 2014 (as amended) (the "**Companies Act**") to facilitate the survival of Irish companies in financial difficulties. Where a company, which has its COMI in Ireland is, or is likely to be unable to pay its debts an examiner may be appointed on a petition to the relevant Irish court under Section 509 of the Companies Act.

The Issuer, the directors of the Issuer, 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 this appointment and, in certain circumstances, can avoid a negative pledge given by the company prior to this appointment. Furthermore, the examiner may sell assets, the subject of a fixed charge. However, if such power is exercised the examiner must account to the holders of the fixed charge for the amount realised and discharge the amount due to the holders of the fixed charge out of the proceeds of the 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 relevant Irish court 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 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 included a writing down to the value of amounts due by the Issuer to the Noteholders.

The fact that the Issuer is a special purpose vehicle and that all of its liabilities should be of a limited recourse nature means that it is unlikely that an examiner would be appointed to the Issuer.

However, if, for any reason, an examiner were appointed while any amounts due by the Issuer under the Notes were unpaid, the primary risks to the Noteholders are as follows:

- (a) the potential for a compromise or scheme of arrangement being approved involving the writing down or rescheduling of the debt due by the Issuer to the Noteholders as secured by the Trust Deed and/or the Irish Security Agreement;
- (b) the Trustee, acting for and on behalf of the Secured Parties, would not be able to enforce rights against the Issuer during the period of examinership;
- (c) 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
- (d) 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 monies and liabilities which from time to time are or may become due, owing or payable by the Issuer to each of the Secured Parties under the Notes or the Transaction Documents.

7.5 Irish Taxation Position of the Issuer

The Issuer has been advised that it should fall within the Irish regime for the taxation of qualifying companies as set out in Section 110 of the Taxes Consolidation Act 1997 (as amended) ("**Section 110**"). As a result, it is anticipated that the Issuer should be subject to Irish corporation tax only on its profit calculated under generally accepted accounting practice, after deducting all of its revenue expenses (including interest payable to the Noteholders in respect of the Notes). If, for any reason, the Issuer is not or ceases to be such a 'qualifying company' for the purposes of Section 110, the Issuer could be obliged to account for Irish tax in respect of profits for Irish tax purposes, which are in excess of profit calculated under generally accepted accounting practice. This could result in material tax being payable in Ireland which has not been contemplated in the cash flows in respect of the Notes issued to the Noteholders. In such circumstances, the Irish tax treatment of both the Issuer and payments by the Issuer in respect of the Notes could be adversely affected. In turn, this may therefore affect the return which the Noteholders receive on the Notes.

7.6 No Regulation of the Issuer by any Irish Regulatory Authority

The Issuer is not required to be licensed or authorised under any current securities, commodities, insurance or banking laws of its jurisdiction of incorporation. In particular, the Issuer is not and will not be regulated by the Central Bank as a result of issuing the Notes. Any investment in the Notes does not have the status of a bank deposit and is not within the scope of the deposit protection scheme operated by the Central Bank.

TERMS AND CONDITIONS OF THE NOTES

The following are the terms and conditions of each of the Class X Notes, the Class A Notes, the Class B-1 Notes, the Class B-2 Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes, substantially in the form in which they will be endorsed on such Notes if issued in definitive, certificated form, which will be incorporated by reference into the Global Certificates of each Class representing the Notes, subject to the provisions of such Global Certificates.

The issue of €2,250,000 Class X Senior Secured Floating Rate Notes due 2032 (the "**Class X Notes**"), €248,000,000 Class A Senior Secured Floating Rate Notes due 2032 (the "**Class A Notes**"), €28,275,000 Class B-1 Senior Secured Floating Rate Notes due 2032 (the "**Class B-1 Notes**"), €10,000,000 Class B-2 Senior Secured Fixed Rate Notes due 2032 (the "**Class B-2 Notes**" and together with the Class B-1 Notes, the "**Class B Notes**"), €26,300,000 Class C Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class C Notes**"), €22,850,000 Class D Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class D Notes**"), €24,000,000 Class E Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class E Notes**"), €9,150,000 Class F Senior Secured Deferrable Floating Rate Notes 2032 (the "**Class F Notes**" and, together with the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**"), €33,724,000 Class M-1 Subordinated Notes due 2032 (the "**Class M-1 Subordinated Notes**") and €626,000 Class M-2 Subordinated Notes due 2032 (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 Voya Euro CLO II Designated Activity Company (the "**Issuer**"), was authorised by a resolution of the board of Directors dated on or about 17 June 2019. The Notes are constituted by a trust deed dated on or about 24 June 2019 (the "**Trust Deed**") between, among others, the Issuer, U.S. Bank National Association, in its capacity as trustee for itself and for the Noteholders and as security trustee for the Secured Parties (the "**Trustee**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of 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) a placement agency agreement dated as of 24 June 2019 between the Issuer and the Placement Agent (the "**Placement Agency Agreement**"); (b) an agency agreement dated on or about 24 June 2019 (the "**Agency Agreement**") between, among others, the Issuer, the Trustee, U.S. Bank National Association as registrar (the "**Registrar**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Agency Agreement) and as transfer agent (the "**Transfer Agent**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Agency Agreement and, together with the Registrar, the "**Transfer Agents**" and each, a "**Transfer Agent**"), Elavon Financial Services DAC as principal paying agent, account bank and custodian (respectively, the "**Principal Paying Agent**", the "**Account Bank**" and the "**Custodian**", each of which terms shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Agency Agreement and U.S. Bank Global Corporate Trust Limited as calculation agent and information agent (respectively, the "**Calculation Agent**" and the "**Information Agent**", each of which terms shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Agency Agreement or the Collateral Management Agreement, as applicable); (c) a collateral management agreement dated on or about 24 June 2019 (the "**Collateral Management Agreement**") between the Issuer, the Trustee, Voya Alternative Asset Management LLC as collateral manager (the "**Collateral Manager**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Collateral Management Agreement) and U.S. Bank National Association as collateral administrator (the "**Collateral Administrator**", which term shall include any permitted successors or assigns appointed pursuant to and in accordance with the terms of the Collateral Management Agreement) and the Information Agent; and (d) a corporate services agreement dated 1 June 2018 (the "**Corporate Services Agreement**") between the Issuer and TMF Administration Services Limited as corporate services provider (the "**Corporate Services Provider**", which term shall include any permitted successors or assigns appointed pursuant to and in

accordance with the terms of the Corporate Services Agreement). Copies of the Trust Deed, the Agency Agreement, the Collateral Management Agreement and the Corporate Services Agreement are available for inspection, during usual business hours, at the registered office of the Issuer (presently at 3rd Floor Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland) and at the specified offices of the Principal Paying Agent and each Transfer 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. The holders of each Class of Notes are also deemed to have notice of all the provisions of each other Transaction Document.

1. Definitions

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

"Accounts" means the Principal Account, the Interest Account, the Custody Account, the Unused Proceeds Account, the Payment Account, the Expense Reserve Account, the Collateral Enhancement Account, the Counterparty Downgrade Collateral Accounts, the Interest Smoothing Account, the Hedge Termination Accounts, the Currency Account, the First Period Reserve Account, the Unfunded Revolver Reserve Account, the Collection Account and the Contribution Account.

"Accrual Period" means, in respect of each Class of Notes, the period from and including the Issue Date (or, (a) in the case of a Class that is subject to Refinancing, the Business Day upon which the Refinancing occurs, or (b) in the case of a Regulatory Refinancing, the Business Day upon which the Regulatory Refinancing occurs) to, but excluding, the first Payment Date (or, (a) in the case of a Class that is subject to Refinancing, the first Payment Date following the Refinancing, or (b) in the case of a Regulatory Refinancing, the first Payment Date following the Regulatory Refinancing) and each successive period from and including each Payment Date to, but excluding, the following Payment Date; provided that, for the purposes of calculating interest payable in accordance with Condition 6(e)(iii) (*Calculation of the Class B-2 Interest Amounts*) the Payment Date (for the purposes of determining the Accrual Period) shall not be adjusted if the relevant Payment Date falls other than on a Business Day.

"Adjusted Collateral Principal Amount" means, as of any date of determination, the sum of:

- (a) the Aggregate Principal Balance of the Collateral Debt Obligations (other than Defaulted Obligations, Discount Obligations and Deferring Securities); *plus*
- (b) unpaid accrued interest purchased with Principal Proceeds (other than with respect to Defaulted Obligations); *plus*
- (c) 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*
- (d) in relation to a Deferring Security or a Defaulted Obligation, the lesser of: (i) its Fitch Collateral Value; and (ii) its Moody's Collateral Value, provided that, in the case of any 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, the amount to be determined under this paragraph (d) shall be zero; *plus*
- (e) the aggregate, for each Discount Obligation, of the product of the: (i) purchase price (expressed as a percentage of par and excluding accrued interest); and (ii) Principal Balance of such Discount Obligation; *minus*
- (f) the Excess CCC/Caa Adjustment Amount;

provided further:

- (i) that, with respect to any Collateral Debt Obligation that satisfies more than one of the definitions of Defaulted Obligation, Discount Obligation or 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 Collateral Principal Amount on any date of determination;
- (ii) in respect of each of paragraph (b), (c), (d), (e) and (f) above, any non-Euro amounts received will be converted into Euro at the Applicable Exchange Rate; and
- (iii) in respect of paragraph (c) above:
 - (A) Principal Proceeds to be used to purchase Collateral Debt Obligations in respect of which the Collateral Manager on behalf of the Issuer has entered into a binding commitment to acquire but which are yet to settle shall be excluded; and
 - (B) Principal Proceeds to be received in respect of any sale of Collateral Debt Obligations in respect of which the Collateral Manager on behalf of the Issuer has entered into a binding commitment to sell but is yet to settle shall be included,
- (iv) in each case, for the purposes of calculating the Adjusted Collateral Principal Amount.

"Adjusted Spot Rate" means:

- (a) in the case of Non-Euro Obligations denominated in a Qualified Unhedged Currency, the Spot Rate multiplied by 85.0 per cent.; and
- (b) in the case of Non-Euro Obligations denominated in any other currency, the Spot Rate multiplied by 50.0 per cent.

"Administrative Expenses" means amounts due and payable by the Issuer in the following order of priority (in each case, including all VAT thereon, if any, and to the extent such Administrative Expenses relate to costs and expenses, such VAT to be limited to irrecoverable VAT):

- (a) on a *pro-rata* and *pari passu* basis, to: (i) the Agents pursuant to the Agency Agreement (including by way of indemnity); (ii) the Collateral Administrator and the Information Agent, pursuant to the Collateral Management Agreement (including by way of indemnity); (iii) the Corporate Services Provider pursuant to the Corporate Services Agreement; and (iv) Euronext Dublin, or such other stock exchange or exchanges upon which any of the Notes are listed from time to time;
- (b) on a *pro-rata* and *pari passu* basis:
 - (i) to any Rating Agency which may from time to time be requested to assign: (A) a rating to each of the Rated Notes; or (B) 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;
 - (ii) on a *pro rata* and *pari passu* basis, to each Reporting Delegate pursuant to any Reporting Delegation Agreement;
 - (iii) to the independent certified public accountants, auditors, agents (including the listing agent) and counsel of the Issuer and the share trustee of the Issuer, (other than amounts payable to the Agents pursuant to paragraph (a) above);

- (iv) to the Collateral Manager pursuant to the Collateral Management Agreement (including, but not limited to, the indemnities provided for therein), but excluding any Collateral Management Fees or any VAT payable thereon and excluding any amount in respect of Collateral Manager Advance;
 - (v) to any other Person in respect of any governmental fee or charge (for the avoidance of doubt excluding any taxes), any statutory indemnity or any pecuniary sanctions (including any sanctions arising under Article 32 of the Securitisation Regulation in relation to any failure by the Issuer to meet the EU Disclosure Requirements);
 - (vi) on a *pro rata* basis to any other Person in respect of any other fees or expenses contemplated in these Conditions and in the Transaction Documents or any other documents delivered pursuant to or in connection with the issue and sale of the Notes which are not provided for elsewhere in this definition or in the Priorities of Payment, including, without limitation, an amount up to €10,000 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;
 - (vii) to the Placement Agent pursuant to the Placement Agency Agreement in respect of any indemnity payable to it thereunder;
 - (viii) 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;
 - (ix) 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);
 - (x) to the payment of any amounts necessary to ensure the orderly dissolution of the Issuer; and
 - (xi) to the extent not already described by any of the foregoing, the costs of providing information to Noteholders in accordance with the Transaction Documents in connection with the "passive foreign investment company" status of the Issuer for U.S. federal income tax purposes;
- (c) on a *pro rata* and *pari passu* basis:
- (i) 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, AIFMD the US Commodity Exchange Act of 1936 (as amended), the Securitisation Regulation or the Dodd-Frank Act or any implementing and/or delegated regulations, technical standards or guidance related thereto;
 - (ii) on a *pro rata* basis to any Person (including the Collateral Manager and any third party appointed by the Issuer to assist with the Issuer's reporting obligations pursuant to the Securitisation Regulation) in connection with satisfying the EU Retention and Disclosure Requirements, including any costs or fees related to additional due diligence or reporting requirements (excluding any costs or fees relating to the acquisition or financing of the Retention Notes);
 - (iii) any costs of complying with FATCA, including the fees and expenses of any person appointed by or on behalf of the Issuer to help ensure the Issuer's compliance with FATCA (and any other international automatic exchange of tax information regime such as the CRS and

Council Directive 2011/16/EU of 15 February 2011 on administrative cooperation in the field of taxation as may be amended from time to time);

- (iv) reasonable fees, costs and expense of the Issuer and Collateral Manager including reasonable attorneys' 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);
 - (v) any Refinancing Costs (to the extent not already paid pursuant to the paragraphs above and to the extent not already paid as Trustee Fees and Expenses); and
 - (vi) except to the extent already provided for above and to the extent not already paid as Trustee Fees and Expenses, on a *pro rata* basis payment of any indemnities payable to any Person as contemplated in these Conditions or in the Transaction Documents; and
- (d) on a *pro rata* and *pari passu* basis, at the direction of the Retention Holder, the establishment and running costs of any retention financing arrangements entered into by the Retention Holder in connection with the Notes (including, for the avoidance of doubt, legal fees, indemnification amounts and the cost of establishing and maintaining a special purpose vehicle for the purposes of such arrangements),

provided that:

- (x) the Collateral Manager may direct the payment of any Rating Agency fees set out in paragraph (b)(i) above other than in the order required by paragraph (b) above if the Collateral Manager, Trustee 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 so long as no such payments are made in priority to any payments due and payable under paragraph (a) above; and
- (y) the Collateral Manager may, in its reasonable judgement, determine that a payment other than in the order required by paragraphs (b) and (c) above is required to ensure the delivery of certain accounting services and reports so long as no such payments are made in priority to any payments due and payable under paragraph (a) above.

"Affiliate" or "Affiliated" means with respect to a Person:

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

For the purposes of this definition, **"control"** of a Person shall mean the power, direct or indirect, to: (A) vote more than 50.0 per cent. of the securities having ordinary voting power for the election of directors of such Person; or (B) direct, or cause the direction of, the management and policies of such Person whether by contract or otherwise.

"Agent" means each of the Registrar, the Principal Paying Agent, the Transfer Agent, the Calculation Agent, the Account Bank, the Collateral Administrator, the Information Agent, the Custodian and each of their permitted

successors or assigns appointed as agents of the Issuer pursuant to the Agency Agreement or, as the case may be, the Collateral Management Agreement 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:

- (a) the Aggregate Principal Balance of all Collateral Debt Obligations, save that for the purpose of calculating the Aggregate Principal Balance for the purposes of:
 - (i) the Collateral Quality Tests, the Principal Balance of each Defaulted Obligation shall be excluded; and
 - (ii) the Portfolio Profile Tests, the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value; *plus*
- (b) the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (to the extent such amounts represent Principal Proceeds) and any Eligible Investments which represent Principal Proceeds (excluding, for the avoidance of doubt, any interest accrued on Eligible Investments) *provided that*:
 - (i) Principal Proceeds to be used to purchase Collateral Debt Obligations in respect of which the Collateral Manager on behalf of the Issuer has entered into a binding commitment to acquire, which are yet to settle shall be excluded; and
 - (ii) Principal Proceeds to be received in respect of any sale of Collateral Debt Obligations in respect of which the Collateral Manager on behalf of the Issuer has entered into a binding commitment to sell and which is yet to settle shall be included,

in each case, for the purposes of calculating the Aggregate Collateral Balance; *plus*
- (c) without double counting and solely for the purpose of calculating the Collateral Management Fees, the aggregate amount of all accrued and/or capitalised interest in respect of the Collateral Debt Obligations purchased with Principal Proceeds and/or amounts out of the Unused Proceeds Account (other than any Ramp Accrued Interest and other than with respect to Defaulted Obligations).

"**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 the Principal Balances of such portion of the Collateral Debt Obligations, in each case, as at the date of determination.

"**AIFMD**" means the European Union Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 as amended from time to time (the "**AIFMD Level 2 Regulation**") 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 implementing or delegated regulations, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

"**Applicable Exchange Rate**" means:

- (a) with respect to any calculations or determinations to be made under the Transaction Documents or these Conditions in relation to any Non-Euro Obligation which is the subject of a Currency Hedge Transaction, the relevant Currency Hedge Transaction Exchange Rate; and
- (b) with respect to any other calculations or determinations not covered by paragraph (a) above and unless otherwise specified in these Conditions or the Transaction Documents, 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 under the terms of the Trust Deed to discharge any of its functions or to advise it in relation thereto.

"Assignment" means an interest in a loan 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 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.

"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:

- (a) current balance of cash, demand deposits, time deposits, certificates of deposit, government guaranteed funds and other investment funds;
- (b) outstanding principal amount of interest bearing corporate and government obligations and money market accounts and repurchase obligations; and
- (c) 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: (i) to the extent that the Hedging Condition has been satisfied and a Currency Hedge Agreement is in place, amounts standing to the credit of the Currency Account shall be converted into Euro at the Applicable Exchange Rate, (ii) to the extent that no Currency Hedge Agreement is in place, any balance which is denominated in a currency other than Euro shall be converted into Euro at the Applicable Exchange Rate and (iii) 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 Fitch Collateral Value and its Moody's Collateral Value (determined as if such Eligible Investment were a Collateral Debt Obligation).

"Benefit Plan Investor" means:

- (a) 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;
- (b) a plan to which Section 4975 of the Code applies; or
- (c) 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" means the table set forth in the Collateral Management Agreement.

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

- (a) on which TARGET2 is open for settlement of payments in Euro;

- (b) on which commercial banks and foreign exchange markets settle payments in London, Dublin and New York (other than a Saturday or a Sunday); and
- (c) 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.

"Caa Obligations" means all Collateral Debt Obligations, excluding Defaulted Obligations, with a Moody's Rating of "Caa1" or lower.

"CCC/Caa Excess" means, on any date of determination, the amount equal to the greater of:

- (a) the excess of the Aggregate Principal Balance of all CCC Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its Fitch Collateral Value) as of such date of determination; and
- (b) the excess of the Aggregate Principal Balance of all Caa Obligations over an amount equal to 7.5 per cent. of the Aggregate Collateral Balance (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its Moody's Collateral Value) as of such date of determination,

provided that in determining which of the CCC Obligations or the Caa Obligations, as applicable, shall be included under paragraph (a) or (b) above, the CCC Obligations or the Caa Obligations, as applicable, with the lowest Market Value (assuming that such Market Value is expressed as a percentage of the principal balance of such Collateral Debt Obligations as of such Determination Date) shall be deemed to constitute the CCC/Caa Excess.

"CCC Obligations" means all Collateral Debt Obligations, excluding Defaulted Obligations, with an Fitch Rating of "CCC+" or lower.

"Class of Notes" means each of the Classes of Notes being:

- (a) the Class X Notes;
- (b) the Class A Notes;
- (c) the Class B-1 Notes;
- (d) the Class B-2 Notes;
- (e) the Class C Notes;
- (f) the Class D Notes;
- (g) the Class E Notes;
- (h) the Class F Notes;
- (i) the Class M-1 Subordinated Notes; and
- (j) the Class M-2 Subordinated Notes,

and **"Class of Noteholders"** and **"Class"** shall be construed accordingly; provided that:

- (a) each of:

- (i) the Class A CM Removal and Replacement Voting Notes, the Class A CM Removal and Replacement Exchangeable Non-Voting Notes and the Class A CM Removal and Replacement Non-Voting Notes are in the same Class;
- (ii) the Class B CM Removal and Replacement Voting Notes, the Class B CM Removal and Replacement Exchangeable Non-Voting Notes and the Class B CM Removal and Replacement Non-Voting Notes are in the same Class;
- (iii) the Class C CM Removal and Replacement Voting Notes, the Class C CM Removal and Replacement Exchangeable Non-Voting Notes and the Class C CM Removal and Replacement Non-Voting Notes are in the same Class; and
- (iv) the Class D CM Removal and Replacement Voting Notes, the Class D CM Removal and Replacement Exchangeable Non-Voting Notes and the Class D CM Removal and Replacement Non-Voting Notes are in the same Class,

they shall not be treated as a single Class in respect of any vote or determination of quorum under the Trust Deed or these Conditions in connection with any CM Removal Resolution or CM Replacement Resolution, as further described in these Conditions, the Trust Deed and the Collateral Management Agreement;

- (b) the Class X Noteholders shall not be entitled to vote in respect of nor shall be counted for the purposes of determining a quorum at any meeting to consider a CM Removal Resolution or CM Replacement Resolution. The Class X Notes shall not constitute the Controlling Class at any time;
- (c) the Class B-1 Notes and the Class B-2 Notes shall be treated as a single Class of Notes for the purposes of (A) 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 of Notes) and (B) determining compliance with the EU Retention Requirements; and
- (d) the Class M-1 Subordinated Notes and the Class M-2 Subordinated Notes shall be treated as a single Class of Notes for the purposes of (i) the issuance of any additional Subordinated Notes under Condition 17 (*Additional Issuances*) and (ii) 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 the Class M-2 Subordinated Notes voting based on the aggregate Principal Amount Outstanding of Subordinated Notes held by such holder.

"Class A CM Removal and Replacement Exchangeable Non-Voting Notes" means the Class A Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes.

"Class A CM Removal and Replacement Non-Voting Notes" means the Class A Notes in the form of CM Removal and Replacement Non-Voting Notes.

"Class A CM Removal and Replacement Voting Notes" means the Class A Notes in the form of CM Removal and Replacement 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 (a) the Interest Coverage Amount by (b) the sum of (i) the scheduled interest payments due on the Class X Notes, the Class A Notes, Class B-1 Notes and the Class B-2 Notes, (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case, on the next following Payment Date. 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 payable on the Class X Notes, the Class A Notes, the Class B-1 Notes and the Class B-2 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 Collateral Principal Amount by (b) the sum of the Principal Amount Outstanding of each of the Class A Notes, the Class B-1 Notes and the Class B-2 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 130.73 per cent.

"Class B CM Removal and Replacement Exchangeable Non-Voting Notes" means the Class B-1 Notes and the Class B-2 Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes.

"Class B CM Removal and Replacement Non-Voting Notes" means the Class B-1 Notes and the Class B-2 Notes in the form of CM Removal and Replacement Non-Voting Notes.

"Class B CM Removal and Replacement Voting Notes" means the Class B-1 Notes and Class B-2 Notes in the form of CM Removal and Replacement Voting Notes.

"Class B Noteholders" means the holders of any Class B-1 Notes or Class B-2 Notes from time to time.

"Class C CM Removal and Replacement Exchangeable Non-Voting Notes" means the Class C Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes.

"Class C CM Removal and Replacement Non-Voting Notes" means the Class C Notes in the form of CM Removal and Replacement Non-Voting Notes.

"Class C CM Removal and Replacement Voting Notes" means the Class C Notes in the form of CM Removal and Replacement 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 (a) the Interest Coverage Amount by (b) the sum of (i) the scheduled interest payments due on the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes, (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case, on the next following Payment Date (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 payable

on the Class X Notes, 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 110.0 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 Collateral Principal Amount 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 120.47 per cent.

"Class D CM Removal and Replacement Exchangeable Non-Voting Notes" means the Class D Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes.

"Class D CM Removal and Replacement Non-Voting Notes" means the Class D Notes in the form of CM Removal and Replacement Non-Voting Notes.

"Class D CM Removal and Replacement Voting Notes" means the Class D Notes in the form of CM Removal and Replacement 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 (a) the Interest Coverage Amount by (b) the sum of (i) the scheduled interest payments due on the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, (ii) any Class X Principal Amortisation Amount due and (iii) any Unpaid Class X Principal Amortisation Amount due, in each case, on the next following Payment Date (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 payable on the Class X Notes, 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 105.0 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 Collateral Principal Amount by (b) the sum 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.

"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 113.25 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 Collateral Principal Amount 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 106.79 per cent.

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

"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 Collateral Principal Amount 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 Par Value Test" means the test which will apply as of any Measurement Date on and after the expiry of the Reinvestment Period and which will be satisfied on such Measurement Date if the Class F Par Value Ratio is at least equal to 104.53 per cent.

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

"Class M-1 Subordinated Notes Reference Percentage" means the lower of (a) the issue price of the Subordinated Notes and (b) 97.75 per cent.

"Class M-2 Subordinated Noteholder Amount" means, in respect of a Payment Date and the immediately preceding Due Period thereto, an amount, as determined by the Calculation Agent, equal to 0.35 per cent. per annum (calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case 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 of the first day of such Due Period.

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

"Class X Noteholders" means the holders of any Class X Notes from time to time.

"Class X Principal Amortisation Amount" means, for each Payment Date upon which a Class X Principal Amortisation Amount is payable pursuant to these Conditions, beginning on (and including) the second Payment Date following the Issue Date, the lesser of (a) the Principal Amount Outstanding of the Class X Notes; and (b)(i) in respect of each such Payment Date prior to the occurrence of a Frequency Switch Event, €281,250 and (ii) in respect of each such Payment Date following the occurrence of a Frequency Switch Event, €562,500.

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

"CM Removal and Replacement Exchangeable Non-Voting Notes" means Notes which:

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

"CM Removal and Replacement Non-Voting Notes" means Notes which:

- (a) do not carry a right to vote in respect of or be counted for the purposes of determining a quorum and the result of votes in respect of 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 Removal and Replacement Voting Notes have a right to vote and be so counted; and
- (b) are not exchangeable into CM Removal and Replacement Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes at any time.

"CM Removal and Replacement Voting Notes" means Notes which:

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

"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.

"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.

"Code" means the United States Internal Revenue Code of 1986, as amended from time to time.

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

"Collateral Acquisition Agreements" means each of the agreements entered into by the Collateral Manager on behalf of 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 (including by way of a Participation) 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 has determined in accordance with the Standard of Care (as defined in 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 (or the Participation Agreement is entered into in respect of a Participation). References to Collateral Debt Obligations shall include Non-Euro Obligations but shall not include Collateral Enhancement Obligations, Eligible Investments or Exchanged Securities. Obligations which are to constitute Collateral Debt Obligations in respect of which the Collateral Manager on behalf of 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, Collateral Quality Tests, the Coverage Tests and the Reinvestment Overcollateralisation Test at any time as if such purchase had been completed. Each Collateral Debt Obligation in respect of which the Collateral Manager on behalf of 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 solely for the purpose of the calculation of the Portfolio Profile Tests, Collateral Quality Tests, the Coverage Tests and the Reinvestment Overcollateralisation Test 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 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 an account in the name of the Issuer, so entitled and held with the Account Bank.

"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 €3,000,000 in the aggregate for any Payment Date or an aggregate amount for all applicable Payment Dates of €12,000,000.

"Collateral Enhancement 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. For the avoidance of doubt, the acquisition of any Collateral Enhancement Obligation will not be required to satisfy the Eligibility Criteria.

"Collateral Enhancement Obligation Proceeds" means all Distributions and Sale Proceeds received in respect of any Collateral Enhancement Obligation.

"Collateral Enhancement Obligation Proceeds Priority of Payments" means the priority of payments in respect of Collateral Enhancement Obligation Proceeds set out in Condition 3(c)(iii) (*Application of Collateral Enhancement Obligation Proceeds*).

"Collateral Management Fee" means each of the Senior Collateral Management Fee and the Incentive Collateral Management Fee.

"Collateral Manager Advance" has the meaning given to that term under Condition 3(k) (*Collateral Manager Advances*).

"Collateral Manager Related Person" has the meaning given to it in the Collateral Management Agreement.

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

- (a) so long as any Notes rated by Moody's are Outstanding:
 - (i) the Moody's Minimum Diversity Test;
 - (ii) the Moody's Maximum Weighted Average Rating Factor Test; and
 - (iii) the Moody's Minimum Weighted Average Recovery Rate Test.
- (b) so long as any of the Notes rated by Fitch are Outstanding:
 - (i) the Fitch Maximum Weighted Average Rating Factor Test;
 - (ii) the Fitch Minimum Weighted Average Recovery Rate Test; and
 - (iii) the Maximum Obligor Concentration Test;
- (c) so long as any Rated Notes are Outstanding:
 - (i) the Minimum Weighted Average Spread Test; and
 - (ii) the Weighted Average Life Test,

each as defined in the Collateral Management Agreement.

"Collateral Tax Event" means at any time, as a result of: (i) FATCA; or (ii) the introduction of a new, or any change in a statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final), in any jurisdiction:

- (a) interest, discount or premium payments due from the Obligor of any Collateral Debt Obligations in relation to any Due Period to the Issuer becoming properly subject to the imposition of withholding tax (other than where such tax is compensated for by a "gross-up" provision or indemnity in the terms of the Collateral Debt Obligation or such requirement to withhold is eliminated pursuant to a double taxation treaty or otherwise so that the Issuer receives the same amount on an after tax basis that it would have received had no direct taxation or withholding tax been imposed); or
- (b) U.S. state or federal tax or governmental authorities, or the tax or governmental authorities of any other jurisdiction, impose net income, profits or similar tax upon the Issuer (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, so long as the Issuer disposes of such equity security or United States real property interest within 30 Business Days after receipt); so that the aggregate amount of such withholding tax and taxes within paragraph (b) in respect of 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 payments arising as a result of the operation of any gross up provision or indemnity) on all Collateral Debt Obligations in relation to such Due Period.

"Collection Account" means the account described as such in the name of the Issuer with the Account Bank.

"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.

"**Constitution**" means the constitution of the Issuer comprising the memorandum and articles of association of the Issuer (as may be amended from time to time).

"**Contribution**" has the meaning specified in Condition 2(n) (*Contributions*).

"**Contribution Account**" means the account described as such in the name of the Issuer with the Account Bank.

"**Contributor**" has the meaning specified in Condition 2(n) (*Contributions*).

"**Controlling Class**" means:

- (a) the Class A Notes; or
- (b)
 - (i) following redemption and payment in full of the Class A Notes; or
 - (ii) 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 Removal and Replacement Non-Voting Notes and/or CM Removal and Replacement Exchangeable Non-Voting Notes,the Class B Notes; or
- (c)
 - (i) following redemption and payment in full of the Class A Notes and the Class B Notes; or
 - (ii) 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 Removal and Replacement Non-Voting Notes and/or CM Removal and Replacement Exchangeable Non-Voting Notes,the Class C Notes; or
- (d)
 - (i) following redemption and payment in full of the Class A Notes, the Class B Notes and the Class C Notes; or
 - (ii) 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 Removal and Replacement Non-Voting Notes and/or CM Removal and Replacement Exchangeable Non-Voting Notes,the Class D Notes; or
- (e)
 - (i) 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
 - (ii) 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 Removal and Replacement Non-Voting Notes and/or CM Removal and Replacement Exchangeable Non-Voting Notes,

the Class E Notes; or

- (f) 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
- (g) following redemption and payment in full of all of the Rated Notes, the Subordinated Notes,

provided that, solely in connection with a CM Removal Resolution or a CM Replacement Resolution, no Notes held in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable 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.

"Controlling Person" means any person (other than a Benefit Plan Investor) that has discretionary authority or control over the assets of the Issuer or who provides investment advice for a fee with respect to such assets, and any "affiliate" of any such person. An **"affiliate"** for purposes of this definition means a person controlling, controlled by or under common control with such person, and control means the power to exercise a controlling influence over the management or policies of such person (other than an individual).

"Corporate Rescue Loan" means a Collateral Debt Obligation that is an interest in a loan or financing facility that is acquired by way of assignment, novation or Participation which is paying interest and principal (as applicable) on a current basis, and either:

- (a) 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 (i) 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 (ii) 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 (iii) such Corporate Rescue Loan is secured by junior liens on the Debtor's unencumbered assets and such Corporate Rescue Loan is fully secured based upon a current valuation or appraisal report; or (iv) 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
- (b) is a credit facility or other advance made available to a company or group in a restructuring or insolvency process with main proceedings outside of the United States which: (i) constitutes the most senior secured obligations of the entity which is the borrower thereof; and either: (ii) (A) ranks *pari passu* in all respects with the other senior secured debt of the borrower, provided that such facility is entitled to recover proceeds of enforcement of security shared with the other senior secured indebtedness (e.g. bond) of the borrower and its subsidiaries in priority to all such other senior secured indebtedness; or (B) achieves priority over other senior secured obligations of the borrower 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,

provided, in each case, that if, at any time a Collateral Debt Obligation that is a Corporate Rescue Loan in accordance with the provisions above:

- (i) has a Moody's Rating of not less than "Caa1" and an Fitch Rating of not less than "CCC+"; and
- (ii) either:
 - (A) the relevant Obligor is no longer a Debtor as described in paragraph (a) above; or
 - (B) the restructuring or insolvency process referred to in paragraph (b) above pursuant to which such Collateral Debt Obligation was made available is complete and no further restructuring or insolvency process is outstanding in respect of the relevant Obligor,

such Collateral Debt Obligation shall no longer be a Corporate Rescue Loan.

"Corporate Services Agreement" means the corporate services agreement dated 1 June 2018 between the Issuer and the Corporate Services Provider.

"Corporate Services Provider" means TMF Administration Services Limited (including any permitted successors or assigns).

"Counterparty Downgrade Collateral" means any cash and/or securities delivered to the Issuer as collateral for the obligations of a Hedge Counterparty under the applicable Hedge Agreement.

"Counterparty Downgrade Collateral Account" means, in respect of each Hedge Counterparty and a Hedge Agreement to which it is a party, the account of the Issuer with the Custodian into which all Counterparty Downgrade Collateral (other than cash) is to be deposited or (as the case may be) each account of the Issuer with the Account Bank into which all Counterparty Downgrade Collateral (in the form of cash) is to be deposited, in each case in respect of such Hedge Counterparty and such Hedge Agreement, each such account to be named including the name of the relevant Hedge Counterparty.

"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 F Par Value Test.

"Cov-Lite Loan" means a Collateral Debt Obligation, as determined by the Collateral Manager in its reasonable commercial judgment, that is an interest in a loan, the Underlying Instruments for which do not:

- (a) contain any financial covenants; or
- (b) require the Obligor thereunder to comply with any maintenance covenant (regardless of whether compliance with one or more incurrence covenants is otherwise required by such Underlying Instruments);

provided that for all purposes:

- (i) if such a loan either contains a cross-default provision to, or is *pari passu* with, another loan of the underlying Obligor or a member of its borrowing group that requires compliance with one or more maintenance covenants, it will be deemed not to be a Cov-Lite Loan; and
- (ii) for the avoidance of doubt, if the Underlying Instruments provide for covenants pursuant to paragraph (a) and/or (b) above but such covenants only take effect after a specified period of no more than six months following the drawdown date of the relevant loan, then such loan shall not be considered a Cov-Lite Loan; and

- (iii) for the avoidance of doubt, if the Underlying Instruments is capable of being described in paragraph (b) above (including in connection with the proviso at paragraph (i) above) only (x) until the scheduled expiration of any initial grace period or adjustment period with respect to the applicable maintenance covenant(s) or (y) while such other obligation is funded above a certain threshold or upon the occurrence of a particular specified event, in each case as set forth in the related Underlying Instrument, then such loan shall not be considered a Cov-Lite Loan

"**CRA3**" means Regulation of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies (as the same may be amended from time to time).

"**Credit Impaired Obligation**" means any Collateral Debt Obligation that, in the Collateral Manager's reasonable commercial judgement (which judgement will not be called into question as a result of subsequent events) has a significant risk of declining in credit quality or price or the Credit Impaired Obligation Criteria are satisfied with respect to such Collateral Debt Obligation; *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 the purposes of sales of Collateral Debt Obligations only if (i) the Credit Impaired Obligation Criteria are satisfied with respect to such Collateral Debt Obligation or (ii) the Controlling Class acting by 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 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 reasonable commercial judgement (which judgement will not be called into question as a result of subsequent events):

- (a) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, 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, either at least 0.25 per cent. more negative or at least 0.25 per cent. less positive and (ii) in the case of Unsecured Senior Loans, 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 the applicable Eligible Loan Index over the same period;
- (b) 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;
- (c) 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;
- (d) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the spread over the applicable reference rate for such Collateral Debt Obligation has been increased in accordance with the underlying Collateral Debt Obligation since the date 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 such a Collateral Debt 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 such a Collateral Debt 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 such a Collateral Debt 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;

- (e) 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; or
- (f) it has been downgraded by any Rating Agency by at least one rating sub-category or has been placed and remains on a watch list for possible downgrade or on negative outlook by either Rating Agency since it was acquired by the Issuer.

"Credit Improved Obligation" means any Collateral Debt Obligation which, in the Collateral Manager's reasonable commercial judgement (which judgement will not be called into question as a result of subsequent events), has improved in credit quality after it was acquired by the Issuer or the Credit Improved Obligation Criteria are satisfied with respect to such Collateral Debt Obligation; *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) the Credit Improved Obligation Criteria are satisfied with respect to such Collateral Debt Obligation or (ii) the Controlling Class acting by 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 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 reasonable commercial judgement (which judgement will not be called into question as a result of subsequent events):

- (a) 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;
- (b) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the price of such loan obligation or floating rate note 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;
- (c) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation, the spread over the applicable reference rate for such Collateral Debt Obligation has been 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 such a Collateral Debt 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 such a Collateral Debt 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 such a Collateral Debt 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;
- (d) 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; or
- (e) it has been upgraded by any Rating Agency by at least one rating sub-category or has been placed and remains on a watch list for possible upgrade or on positive outlook by either Rating Agency since it was acquired by the Issuer.

"**CRS**" means the common reporting standard more fully described as the Standard for Automatic Exchange of Financial Account Information approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development.

"**Currency Account**" means the accounts in the name of the Issuer held with the Account Bank which shall comprise separate accounts denominated in the relevant currencies of Non-Euro Obligations, into which amounts received in respect of Non-Euro Obligations shall be paid and out of which amounts payable to a Currency Hedge Counterparty pursuant to any Currency Hedge Transaction shall be paid.

"**Currency Hedge Agreement**" means each 1992 ISDA Master Agreement (Multicurrency-Cross Border) or 2002 ISDA Master Agreement (or such other *pro forma* Master Agreement as may be published by ISDA from time to time) and the schedule thereto which is entered into between the Issuer and a Currency Hedge Counterparty in order to hedge the Issuer's exchange rate risk arising in connection with any Non-Euro Obligation, including any guarantee thereof and any credit support annex entered into pursuant to the terms thereof and together with each confirmation entered into thereunder from time to time in respect of a Currency Hedge Transaction, as amended and/or supplemented from time to time, and including any Replacement Currency Hedge Agreement entered into in replacement thereof.

"**Currency Hedge Counterparty**" means any financial institution with which the Issuer has (pursuant to, and in accordance with, the terms of the Collateral Management Agreement) entered into a Currency Hedge Agreement or any permitted successor, transferee or assignee thereof pursuant to the terms of such Currency Hedge Agreement.

"**Currency Hedge Issuer Termination Payment**" means any amount payable by the Issuer to a Currency Hedge Counterparty upon termination or modification of the applicable Currency Hedge Agreement or Currency Hedge Transaction (or a group thereof), in whole or in part, but excluding, for all purposes other than determining the amount payable by the Issuer to the Currency Hedge Counterparty under the relevant Currency Hedge Agreement, any due and unpaid scheduled amounts payable thereunder.

"**Currency Hedge Obligation**" means any Collateral Debt Obligation which is not denominated in Euro and which is, or will become no later than the settlement date thereof, the subject of a Currency Hedge Transaction.

"**Currency Hedge Transaction**" means, in respect of each Non-Euro Obligation, a cross-currency transaction entered into in respect thereof under a Currency Hedge Agreement.

"**Currency Hedge Transaction Exchange Rate**" means the rate of exchange set out in the relevant Currency Hedge Transaction.

"**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 with respect to which the Collateral Manager determines, in its reasonable commercial judgment, that:

- (a) 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;
- (b) 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;
- (c) the Collateral Debt Obligation has a Market Value of at least 80 per cent. of its outstanding principal amount; and
- (d) if any Rated Notes are then rated by Moody's, satisfies the Moody's Additional Current Pay Criteria.

"Custody Account" means the custody account or accounts with its books and records held outside Ireland established on the books of the Custodian in accordance with the provisions of the Agency Agreement, which term shall include each cash account relating to each such Custody Account (if any).

"Defaulted Currency Hedge Termination Payment" means any amount payable by the Issuer to a Currency Hedge Counterparty upon termination of any Currency Hedge Transaction (or a group thereof) in respect of which the Currency Hedge Counterparty is a Defaulting Hedge Counterparty, including any due and unpaid scheduled amounts thereunder.

"Defaulted Interest Rate Hedge Termination Payment" means any amount payable by the Issuer to an Interest Rate Hedge Counterparty upon termination of any Interest Rate Hedge Transaction (or a group thereof) in respect of which the Interest Rate Hedge Counterparty is a Defaulting Hedge Counterparty, including any due and unpaid scheduled amounts thereunder.

"Defaulted Obligation" means a Collateral Debt Obligation as determined by the Collateral Manager using reasonable commercial judgement based on circumstances at the time of determination (which judgment will not be called into question as a result of subsequent events which change the position from that which existed on the date of the original determination):

- (a) 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 applicable thereto or waiver or forbearance thereof, 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 greater 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;
- (b) 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 (b) if it is a Current Pay Obligation subject to paragraph (g) below) whether initiated under the Obligor's local law or otherwise, and, to the knowledge of the Collateral Manager, such proceedings have not been stayed or dismissed or such Obligor has filed for protection under Chapter 11 of the United States Bankruptcy Code;
- (c) in respect of which the Collateral Manager knows the Obligor thereunder is in default as to payment of principal and/or interest on another of its obligations, 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 either:
 - (i) both full recourse and unsecured obligations; and
 - (ii) the other obligation ranks at least *pari passu* with the Collateral Debt Obligation in right of payment without regard to any grace period applicable thereto, or waiver or forbearance thereof, after the passage (other than in the case of a default that in the Collateral Manager's reasonable judgment, as certified to the Trustee in writing, is not due to credit-related causes) of five Business Days or seven calendar days, whichever is greater, but in no case beyond the passage of any grace period applicable thereto and the holders of such obligation have accelerated the maturity of all or a portion of such obligation,

provided that the Collateral Debt Obligations shall constitute a Defaulted Obligation under this paragraph (c) only until, to the knowledge of the Collateral Manager, such acceleration has been rescinded.

- (d) which has: (i) a Moody's Rating of "Ca" or "C" or below; or (ii) a Fitch Rating of "CC" or below or "RD" or "D" or, in either case, had such rating immediately prior to it being withdrawn by Moody's or Fitch, as applicable;
- (e) which is a Participation in a loan with respect to which the Selling Institution has (x) an Fitch Rating of "CC" or below or "RD" or "D" or had such rating immediately before such rating was withdrawn or (y) a Moody's Rating of "Ca" or "C" or below or had such rating immediately before such rating was withdrawn or (z) is a Participation in a loan with respect to which the participating institution has defaulted in any respect in the performance of any of its payment obligations under that Participation; or;
- (f) which the Collateral Manager, acting on behalf of the Issuer, determines in its reasonable commercial judgement should be treated as a Defaulted Obligation;
- (g) which would be treated as a Current Pay Obligation except that such Collateral Debt Obligation would result in the Aggregate Principal Balance of all Collateral Debt Obligations which constitute Current Pay Obligations exceeding 2.5 per cent. of the Aggregate Collateral Balance; or
- (h) 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 par amount) of such Obligor and in the reasonable commercial judgment 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 (h) if such new obligation is: (i) a Restructured Obligation; and (ii) such Restructured Obligation does not otherwise constitute a Defaulted Obligation pursuant to any other paragraph of the definition hereof,

provided that: (i) 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 paragraphs (b) and (h) thereof; (ii) if the Aggregate Principal Balance of Corporate Rescue Loans exceeds 5.0 per cent. of the Aggregate Collateral Balance, such excess will be treated as Defaulted Obligations as determined by the Collateral Manager; (iii) save in the case of paragraph (g) above, a Collateral Debt Obligation which is a Current Pay Obligation shall not constitute a Defaulted Obligation; and (iv) any Collateral Debt Obligation shall cease to be a Defaulted Obligation on the date such obligation no longer satisfies this definition of "Defaulted Obligation".

"Defaulted Obligation Excess Amounts" means in respect of a Defaulted Obligation, the greater of (i) zero; and (ii) the aggregate of all recoveries (including by way of sale proceeds) 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 any such amounts; and (b) any Purchased Accrued Interest and Ramp Accrued Interest in respect of such Defaulted Obligation.

"Defaulting Hedge Counterparty" means a Hedge Counterparty which is either:

- (a) the "Defaulting Party" in respect of an "Event of Default" (each as such terms are defined in the applicable Hedge Agreement); or
- (b) the sole "Affected Party" (as such term is defined in the applicable Hedge Agreement) in respect of either:
 - (i) a "Tax Event Upon Merger" (as such term is defined in the applicable Hedge Agreement); or
 - (ii) an "Additional Termination Event" (as such term is defined in the applicable Hedge Agreement) as a result of such Hedge Counterparty failing to comply with the requirements of

the Rating Agencies in the event that it (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement,

each such term as defined in the applicable Hedge Agreement.

"Deferred Interest" has the meaning given thereto in Condition 6(c) (*Deferral of Interest*).

"Deferred Class M-2 Subordinated Noteholder Amount" has the meaning given thereto in Condition 3(c)(i)(W)(1)(a) (*Application of Interest Proceeds*).

"Deferred Senior Collateral Management Amounts" has the meaning given thereto in Condition 3(c)(i) (*Application of Interest Proceeds*).

"Deferring Security" means a PIK Security that is deferring the payment of the current cash interest due thereon and has been so deferring the payment of such interest due thereon: (a) with respect to Collateral Debt Obligations that have a Moody's Rating of at least "Baa3", for the shorter of two consecutive accrual periods or one year; and (b) with respect to Collateral Debt Obligations that have a Moody's Rating of "Ba1" 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.

"Designated Base Rate" means the reference rate, including any applicable spread adjustments thereto, selected by the Collateral Manager that it determines in its sole discretion is consistent with the successor rate for EURIBOR, which may be evidenced by (a) such base rate being used by a substantial portion of the Aggregate Principal Balance of the Floating Rate Collateral Debt Obligations included in the Collateral, (b) such base rate proposed or recommended (whether by letter, protocol, publication of standard terms or otherwise) by the Loan Markets Association, Loan Syndication and Trading Association or the Alternative Reference Rates Committee (or such successor organisations, as applicable) as a replacement base rate for EURIBOR or is the industry base rate that is generally accepted in the financial markets as a replacement base rate for EURIBOR or (c) such base rate being used in newly issued securities of the European collateralised loan obligation market.

"Determination Date" means the last Business Day of each Due Period, or in the event of any redemption of the Notes in full following the occurrence of an Event of Default or an exercise of an optional redemption pursuant to Condition 7(b) (*Optional Redemption*), eight Business Days prior to the applicable Redemption Date.

"Directors" means those person(s) who have been or who may be appointed as director(s) of the Issuer from time to time (including any alternate directors duly appointed in accordance with the Constitution of the Issuer).

"Discount Obligation" means any Collateral Debt Obligation that is not a Swapped Non-Discount Obligation and that the Collateral Manager determines is either:

- (a) a Floating Rate Collateral Debt Obligation that has a Moody's Rating of "B3" or above and that is acquired by the Issuer at a price that is lower than the lesser of 80 per cent. of par; or

- (b) a Floating Rate Collateral Debt Obligation that has a Moody's Rating below "B3" and that is acquired by the Issuer at a price that is lower than the lesser of 85 per cent. of par; or
- (c) an obligation that is a Fixed Rate Collateral Debt Obligation and that has a Moody's Rating of "B3" or above and that is acquired by the Issuer at a price that is lower than the lesser of 75 per cent. of par; or
- (d) an obligation that is a Fixed Rate Collateral Debt Obligation and that has a Moody's Rating below "B3" and that is acquired by the Issuer at a price that is lower than the lesser of 80 per cent. of par; or

provided that:

- (a) such Collateral Debt Obligation will cease to be a Discount Obligation at such time as: (x) for a Floating Rate Collateral Debt Obligation, the Market Value (expressed as a percentage of par) of such Collateral Debt Obligation, for any period of 30 consecutive calendar days since the acquisition by the Issuer of such Collateral Debt Obligation (no more than seven calendar days of which were determined pursuant to paragraph (e)(ii) of the definition of Market Value), equals or exceeds 90 per cent. of par; or (y) for an obligation that is a Fixed Rate Collateral Debt Obligation, the Market Value (expressed as a percentage of par) of such Collateral Debt Obligation, for any period of 30 consecutive calendar days since the acquisition by the Issuer of such Collateral Debt Obligation (no more than seven calendar days of which were determined pursuant to paragraph (e)(ii) of the definition of Market Value), equals or exceeds 85 per cent. of par;
- (b) 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 (1) the discounted portion of such Collateral Debt Obligation and (2) the non-discounted portion of such Collateral Debt Obligation;
- (c) 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; and
- (d) in relation to such Revolving Obligation where there exists an outstanding non revolving loan to its Obligor ranking *pari passu* with such Revolving Obligation and secured by substantially the same collateral as such Revolving Obligation (a "**Related Term Loan**"), in determining whether such Revolving Obligation is and continues to be a Discount Obligation, the price of the Related Term Loan, and not of the Revolving Obligation, shall be referenced.

"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 Obligation, any Eligible Investment or any Exchanged Security (as applicable).

"Dodd-Frank Act" means the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act, which was signed into law on 21 July 2010, as amended.

"Domicile" or **"Domiciled"** means with respect to any Obligor with respect to a Collateral Debt Obligation:

- (a) except as provided in paragraph (b) below, its country of organisation or incorporation; or
- (b) the jurisdiction and the country in which, in the Collateral Manager's reasonable judgement, a substantial portion of such Obligor's operations are located or from which a substantial portion of its revenue is derived, in each case directly or through subsidiaries (which shall be any jurisdiction and

country known at the time of designation by the Collateral Manager to be the source of the majority of revenues, if any, of such Obligor).

"Due Period" means (as applicable):

- (a) in the case of any Payment Date which is not an unscheduled Payment Date or the Final Distribution Date, the period commencing on and including the relevant Due Period Start Date and ending on and including the eighth Business Day prior to such Payment Date;
- (b) in the case of any Payment Date which is not a scheduled Payment Date, a Redemption Date or the Final Distribution Date, the period commencing on and including the relevant Due Period Start Date and ending on and including the third Business Day prior to such Payment Date; and
- (c) in the case of any Payment Date that is the Final Distribution Date, the period commencing on and including the relevant Due Period Start Date and ending on and including the Business Day preceding the Final Distribution Date.

"Due Period Start Date" means:

- (a) in the case of the period relating to the first Payment Date, the Issue Date; and
- (b) in the case of any subsequent Due Period, the day immediately following:
 - (i) if the immediately preceding Payment Date was a scheduled Payment Date, the eighth Business Day prior to the preceding Payment Date; or
 - (ii) if the immediately preceding Payment Date was an unscheduled Payment Date, the third Business Day prior to the preceding Payment Date.

"Effective Date" means the earlier of:

- (a) 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
- (b) 24 December 2019 (or, if such day is not a Business Day, the next following Business Day).

"Effective Date Condition" means a condition that will be satisfied if:

- (a) the Issuer is provided with an accountants' certificate recalculating and comparing the Aggregate Principal Balance of all Collateral Debt Obligations to be purchased or committed to be purchased as at the Effective Date and the computations and results of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests (other than the Interest Coverage Tests) and confirming that the Effective Date Determination Requirements have been met; and
- (b) the Rating Agencies are provided with the Effective Date Report by the Issuer (or the Collateral Manager on its behalf).

"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 Collateral Balance of which equals or exceeds the Reinvestment Target Par Balance by such date (provided that, for the purposes of determining the Aggregate Collateral Balance as

provided above, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its Moody's Collateral Value).

"Effective Date Rating Event" means:

- (a) (i) the Effective Date Determination Requirements not having been satisfied as at the Effective Date unless Rating Agency Confirmation from the Rating Agencies is received in respect of such failure to satisfy the Effective Date Determination Requirements; and
- (ii) either (A) the failure by the Collateral Manager (acting on behalf of the Issuer) to present a Rating Confirmation Plan to the Rating Agencies or (B) the Collateral Manager (acting on behalf of the Issuer) does present a Rating Confirmation Plan to the Rating Agencies but Rating Agency Confirmation from the Rating Agencies has not been obtained for the Rating Confirmation Plan following request therefor from the Collateral Manager; or
- (b) the Effective Date 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,

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, satisfied on the Issue Date.

"Eligible Bond Index" means Markit iBoxx EUR High Yield Index (or any subsequent name given to such index) or, subject to Rating Agency Confirmation from Moody's, any other index proposed by the Collateral Manager and notified to Moody's, Fitch and the Collateral Administrator.

"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), including, without limitation, any Eligible Investments for which the Custodian, the Trustee or the Collateral Manager or an Affiliate of any of them provides services:

- (a) direct obligations of, and obligations the timely payment of principal of and interest under which is fully and expressly guaranteed 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, which in each case has a rating of not less than the applicable Eligible Investments Minimum Rating;
- (b) 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 calendar days, or following the occurrence of a Frequency Switch Event, 180 calendar 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) at the time of such investment or contractual commitment have a rating of not less than the applicable Eligible Investment Minimum Rating;

- (c) subject to receipt of Rating Agency Confirmation related thereto, unleveraged repurchase obligations with respect to:
 - (i) any obligation described in paragraph (a) above; or
 - (ii) 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 (b) 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;
- (d) 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;
- (e) 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 calendar days, or following the occurrence of a Frequency Switch Event, 183 calendar days from their date of issuance;
- (f) funds domiciled outside of the United States (including any investment undertakings (within the meaning of Section 739B TCA 1997)) investing in the money markets rated, at all times, "Aaa-mf" by Moody's, and "AAAmf" by Fitch, provided that such fund issues shares, units or participations that may be lawfully acquired in Ireland; and
- (g) any other investment similar to those described in paragraphs (a) to (f) (inclusive) above:
 - (i) in respect of which Rating Agency Confirmation has been received as to its inclusion in the Portfolio as an Eligible Investment; and
 - (ii) which has a credit rating not less than the applicable Eligible Investments Minimum Rating,

and in each case, such instrument or investment provides for payment of a pre-determined fixed amount of principal on maturity that is not subject to change, such instrument or investment has a Collateral Debt Obligation Stated Maturity (giving effect to any applicable grace period) of no later than one year 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 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) or investments the acquisition of which would give rise to stamp duty, stamp duty reserve tax or any other transfer duty or tax (except to the extent that such duty or tax is taken into account in deciding whether to acquire the investments).

"Eligible Investments Minimum Rating" means:

- (a) for so long as any Notes rated by Moody's are Outstanding:
 - (i) 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

- (ii) 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 at least "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;
- (b) for so long as any Notes rated by Fitch are Outstanding:
 - (i) in the case of Eligible Investments with a Collateral Debt Obligation Stated Maturity of more than 30 calendar days:
 - (A) a long-term senior unsecured debt or issuer (as applicable) default rating of at least "AA-" from Fitch; and/or
 - (B) a short-term senior unsecured debt or issuer (as applicable) default rating of "F1+" from Fitch; or
 - (C) such other ratings as confirmed by Fitch;
 - (ii) in the case of Eligible Investments with a Collateral Debt Obligation Stated Maturity of 30 calendar days or less:
 - (A) a long-term senior unsecured debt or issuer (as applicable) default rating of at least "A" from Fitch; or
 - (B) a short-term senior unsecured debt or issuer (as applicable) default rating of at least "F1" from Fitch; or
 - (C) such other ratings as confirmed by Fitch.

"Eligible Loan Index" means the S&P European Leveraged Loan Index (or any subsequent name given to such index), or, subject to Rating Agency Confirmation from Moody's, any other index proposed by the Collateral Manager and notified to Moody's, Fitch and the Collateral Administrator.

"EMIR" means Regulation (EU) 648/2012 of the European Parliament and of the European Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories (as amended from time to time), including any implementing and/or delegated regulation, technical standards and guidance related thereto.

"Enforcement Agent" means an agent, receiver, administrative receiver or other Appointee appointed by the Trustee to discharge certain of its functions under Condition 11 (*Enforcement*), including without limitation, the Collateral Manager or any independent investment banking firm.

"ERISA" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"EU Disclosure Requirements" means Article 7 of the Securitisation Regulation, including any implementing regulation, technical standards and official guidance related thereto.

"EU Retention and Disclosure Requirements" means the EU Retention Requirements and the EU Disclosure Requirements.

"EU Retention Requirements" means Article 6 of the Securitisation Regulations, including any implementing regulation, technical standards and official guidance related thereto.

"EURIBOR" means the rate determined in accordance with Condition 6(e) (*Interest on the Rated Notes*):

- (a) in the case of the initial Accrual Period, pursuant to a straight line interpolation of the rates applicable to 6 and 12 month Euro deposits;
- (b) in the case of each six month Accrual Period, as applicable to six month Euro deposits or, in the case of the period from, and including, the final Payment Date before the Maturity Date to, but excluding, the Maturity Date, if such first mentioned Payment Date falls in April 2032, as applicable to three month Euro deposits; and
- (c) at all other times, as applicable to three-month Euro deposits,

provided that where such rate is used to determine the a Rate of Interest, it shall be subject to a minimum of zero per cent. per annum.

"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 establishing the European Community, as amended from time to time; provided that if any Member States or states ceases to have such single currency as its lawful currency (such Member State(s) being the **"Exiting State(s)"**), **Euro, Euros, euro** and **€** 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 SA/NV, as operator of the Euroclear system.

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

"Euro zone" means the region comprised of Member States that have adopted the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

"Event of Default" means each of the events defined as such in Condition 10(a) (*Events of Default*).

"Excess CCC/Caa Adjustment Amount" means, as of any date of determination, an amount equal to the excess, if any, of:

- (a) the Aggregate Principal Balance of all Collateral Debt Obligations included in the CCC/Caa Excess; over
- (b) the aggregate of, with respect to the Collateral Debt Obligations included in the CCC/Caa Excess, the product of (i) the Market Value and (ii) its Principal Balance, in each case of 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 or warrant, including any equity security received upon conversion or exchange of, or exercise of an option in respect of a Collateral Debt Obligation (which in each case is not a Collateral Enhancement Obligation), the acquisition of which would not cause the breach of applicable selling or transfer restrictions relating to the offering of securities or of collective investment schemes 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 of a Defaulted Obligation in effect as of the later of the Issue Date and the date of issuance of the relevant Collateral Debt Obligation; or
- (b) a Collateral Debt Obligation which has been restructured (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 a

change of Obligor) for so long as it does not satisfy the Restructured Obligation Criteria on the applicable Restructuring Date.

"Expense Reserve Account" means the account of the Issuer with the Account Bank into which amounts are to be paid in accordance with Condition 3(c)(i) (*Application of Interest Proceeds*) (and on the Issue Date from proceeds of the issuance of the Notes in accordance with Condition 3(j)(xi)(A) (*Expense Reserve Account*)) and out of which, among other things, Trustee Fees and Expenses and Administrative Expenses shall be paid.

"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 Sections 1471 through 1474 of the Code, and any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, the intergovernmental agreement between the United States and Ireland entered into on 21 December 2012 and the Irish legislation, regulations and administrative practices implementing such intergovernmental agreement and other applicable intergovernmental agreements, and related legislation or official administrative regulations or practices with respect thereto (including any amendments to any of the foregoing).

"Final Distribution Date" means the date upon which the Notes will be redeemed in full or upon which the proceeds from the realisation of the security will be distributed in full.

"First Lien Last Out Loan" means a Collateral Debt Obligation that is an interest in a loan, the Underlying Instruments for which (a) may by its terms become subordinate in right of payment to any other secured 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 (b) 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. A First Lien Last Out Loan shall be treated in all cases as a Second Lien Loan.

"First Period Reserve Account" means the account described as such in the name of the Issuer with the Account Bank.

"Fitch" means Fitch Ratings Limited or any successor or successors thereto.

"Fitch Collateral Value" means, in the case of any Collateral Debt Obligation or Eligible Investment, the lower of:

- (a) its prevailing Market Value; and
- (b) the relevant Fitch Recovery Rate,

multiplied by its Principal Balance, provided that if the Market Value cannot be determined for any reason, the Fitch Collateral Value shall be determined in accordance with paragraph (b) above.

"Fitch IDR Equivalent" has the meaning given to it in the Collateral Management Agreement.

"Fitch Issuer Default Rating" has the meaning given to it in the Collateral Management Agreement.

"Fitch LTSR" has the meaning given to it in the Collateral Management Agreement.

"Fitch Maximum Weighted Average Rating Factor Test" has the meaning given to it in the Collateral Management Agreement.

"Fitch Minimum Weighted Average Recovery Rate Test" has the meaning given to it in the Collateral Management Agreement.

"Fitch Minimum Weighted Average Spread" has the meaning given to it in the Collateral Management Agreement.

"Fitch Minimum Weighted Average Spread Test" has the meaning given to it in the Collateral Management Agreement.

"Fitch Rating" has the meaning given to it in the Collateral Management Agreement.

"Fitch Rating Mapping Table" has the meaning given to it in the Collateral Management Agreement.

"Fitch 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 Fitch.

"Fitch Test Matrices" has the meaning given to it in the Collateral Management Agreement, and a "Fitch Test Matrix" means any one of the Fitch Test Matrices.

"Fitch Weighted Average Rating Factor" has the meaning given to it in the Collateral Management Agreement.

"Fitch Weighted Average Recovery Rate Test" has the meaning given to it in the Collateral Management Agreement.

"Fixed Rate Collateral Debt Obligation" means a Collateral Debt Obligation which bears interest at a fixed rate provided that if such obligation is subject to a Hedge Agreement where payments received by the Issuer from a Hedge Counterparty are calculated by reference to a floating interest rate or index such obligation shall not constitute a Fixed Rate Collateral Debt Obligation but will be classified as a Floating Rate Collateral Debt Obligation for as long as such obligation is subject to such Hedge Agreement.

"Fixed Rate Notes" means the Class B-2 Notes.

"Floating Rate Collateral Debt Obligation" means a Collateral Debt Obligation, interest payable in respect of which is calculated by reference to a floating interest rate or index, provided that if such obligation is subject to a Hedge Agreement where payments received by the Issuer from a Hedge Counterparty are calculated by reference to a fixed interest rate, such obligation shall not constitute a Floating Rate Collateral Debt Obligation but will be classified as a Fixed Rate Collateral Debt Obligation for as long as such obligation is subject to such Hedge Agreement.

"Floating Rate Notes" means the Class X Notes, the Class A Notes, the Class B-1 Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes.

"Form Approved Hedge" means either:

- (a) an Interest Rate Hedge Transaction the documentation for and structure of which conforms to a form for which Rating Agency Confirmation has been received by the Issuer or which has previously been approved by the Rating Agencies and in respect of which the Rating Agencies have not notified the Issuer or Collateral Manager that such approval has been withdrawn (in each case save for the amount and timing of periodic payments, the name of the Collateral Debt Obligation, the notional amount, the effective date, the termination date and other consequential and immaterial changes which have been notified in writing to the Rating Agencies); or

- (b) a Currency Hedge Transaction the documentation for and structure of which conforms to a form for which Rating Agency Confirmation has been received by the Issuer or which has previously been approved by the Rating Agencies and in respect of which the Rating Agencies have not notified the Issuer or Collateral Manager that such approval has been withdrawn (in each case save for the amount and timing of periodic payments, the name of the Non-Euro Obligation, the notional amount, the effective date, the termination date and other consequential and immaterial changes which have been notified in writing to the Rating Agencies).

"Frequency Switch Event" shall occur if, on any Frequency Switch Measurement Date (a)(i) the Aggregate Principal Balance (determined in accordance with the definition thereof, excluding Defaulted Obligations) of Collateral Debt Obligations that reset so as to become Semi-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 (the Aggregate Collateral Balance being determined in accordance with the definition thereof, excluding Defaulted Obligations); (ii) for so long as any of the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is less than 100 per cent. (and provided that for such purpose, paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero); and (iii) for so long as any of the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) 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 (b) the Collateral Manager declaring in its sole discretion that a Frequency Switch Event shall have occurred, (*provided that* for so long as any of the Class X Notes, the Class A Notes or the Class B Notes remain outstanding, the Class A/B Interest Coverage Ratio is greater than 100 per cent. (and provided for such purpose, (1) paragraphs (b) and (f) of the definition of Interest Coverage Amount shall be deemed to be equal to zero (2) accrued interest of Semi-Annual Obligations referred to in (a)(i) 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), in each case, (but, in respect of a Frequency Switch Event occurring under limb (a) above, only upon receipt of notice from the Collateral Administrator of the same), that has been notified in writing by the Collateral Manager to the Rating Agencies, the Calculation Agent, the Issuer, the Principal Paying Agent, the Trustee, the Transfer Agent and the Registrar, and (with respect to a Frequency Switch Event which has occurred under limb (b) of the definition thereof only) the Collateral Administrator.

"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" has the meaning given to it in the Trust Deed.

"Global Exchange Market" means the Global Exchange Market of Euronext Dublin.

"Hedge Agreement" means any Interest Rate Hedge Agreement or Currency Hedge Agreement (as applicable) and **"Hedge Agreements"** means any of them.

"Hedge Counterparty" means any Interest Rate Hedge Counterparty or Currency Hedge Counterparty (as applicable) and **"Hedge Counterparties"** means any of them.

"Hedge Counterparty Termination Payment" means the amount payable by a Hedge Counterparty to the Issuer upon termination or modification of a Hedge Transaction (or a group thereof), in whole or in part, but excluding, for all purposes other than determining the amount payable by the Hedge Counterparty to the Issuer under the relevant Hedge Agreement, any due and unpaid scheduled amounts payable thereunder.

"Hedge Issuer Tax Credit Payments" means any amounts payable by the Issuer to a Hedge Counterparty pursuant to the terms of a Hedge Agreement in connection with any credit against, relief or remission for, or repayment of, any tax that has been obtained or utilised by the Issuer and which is attributable to a grossed up payment made by that Hedge Counterparty as a result of or in connection with any required withholding or deduction for or on account of any tax (or to such withholding or deduction itself) (but excluding, for the avoidance of doubt, any Hedge Issuer Termination Payments).

"Hedge Issuer Termination Payment" means the amount payable to a Hedge Counterparty by the Issuer upon termination or modification of a Hedge Transaction (or a group thereof), in whole or in part, but excluding, for all purposes other than determining the amount payable by the Issuer to a Hedge Counterparty under the relevant Hedge Agreement and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*), any due and unpaid scheduled amounts payable thereunder.

"Hedge Replacement Payment" means any amount payable to a Hedge Counterparty by the Issuer upon entry into a Replacement Hedge Transaction which is replacing a Hedge Transaction which was terminated.

"Hedge Replacement Receipt" means any amount payable to the Issuer by a Hedge Counterparty upon entry into a Replacement Hedge Transaction which is replacing a Hedge Transaction which was terminated.

"Hedge Termination Account" means, in respect of any Hedge Agreement, the account of the Issuer with the Account Bank into which all Hedge Counterparty Termination Payments and Hedge Replacement Receipts relating to that Hedge Agreement will be deposited.

"Hedge Transaction" means any Interest Rate Hedge Transaction or any Currency Hedge Transaction (as applicable) and **"Hedge Transactions"** means any of them.

"Hedging Condition" means, in respect of a Hedge Agreement or a Hedge Transaction, receipt by the Collateral Manager of 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, its directors, officers or employees to register with the United States Commodity 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;

"High Yield Bond" means a Collateral Debt Obligations 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 pursuant to the Collateral Management Agreement in an amount, as determined by the Collateral Administrator, equal to the amount specified at paragraph (Z) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments, paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments (exclusive of VAT) 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 Class M-1 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 Class M-1 Subordinated Notes were purchased on the Issue Date at a price equal to the Class M-1 Subordinated Notes Reference Percentage of the principal amount thereof) of least 10 per cent. on the Principal Amount Outstanding of the Class M-1 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 Class M-1 Subordinated Notes to be made on such Payment Date), provided that any additional issuances of Class M-1 Subordinated Notes pursuant to Condition 17 (*Additional Issuances*) shall be included for the purposes of calculating the Incentive Collateral Management Fee IRR Threshold at their issue price and issue date and not the Class M-1 Subordinated Notes Reference Percentage.

"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 an account described as such in the name of the Issuer with the Account Bank into which Interest Proceeds are to be paid.

"Interest Amount" has the meaning specified in Condition 6(e)(ii) (*Determination of Floating Rate of Interest and Calculation of Interest Amount*) in respect of the Floating Rate Notes and Condition 6(e)(iii) (*Calculation of the Class B-2 Interest Amounts*) in respect of the Fixed Rate Notes.

"Interest Coverage Amount" means, on any particular Measurement Date, without double counting, the sum of:

- (a) the Balance standing to the credit of the Interest Account;
- (b) plus 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, all amendment and waiver fees, all late payment fees, all commitment fees, all syndication fees, delayed compensation and all other fees and commission, (y) any amounts which the applicable Obligor has agreed to pay by way of gross-up in respect of amounts withheld at source or otherwise deducted in respect of taxes and (z) any amounts which the Collateral Manager determines will be received within the same Due Period by way of recovery from an applicable tax authority under a double tax treaty) in each case, 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 and the Eligible Investments, but only to the extent not representing Principal Proceeds, and the Accounts (other than each Counterparty Downgrade Collateral Account, but including interest on third party collateral accounts of the kind referred to in Condition 3(j)(vii) (*The Unfunded Revolver Reserve Account*)) excluding:
 - (i) accrued and unpaid interest on Defaulted Obligations or Deferring Securities (excluding Current Pay Obligations) unless such amounts constitute Defaulted Obligation Excess Amounts;
 - (ii) 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;

- (iii) any amounts, to the extent that such amounts if not paid, will not give rise to a default under the relevant Collateral Debt Obligation;
- (iv) any amounts expected to be withheld at source or otherwise deducted in respect of taxes;
- (v) any scheduled interest payments as to which the Issuer or the Collateral Manager has actual knowledge that such payment will not be made;
- (vi) any Purchased Accrued Interest; and
- (vii) any Ramp Accrued Interest;

provided that, in respect of the Due Period in which such Measurement Date occurs and in respect of a Non-Euro Obligation (1) that is a Currency Hedge Obligation, this paragraph (b) shall be deemed to refer to the aggregate of the related Scheduled Periodic Currency Hedge 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 (b) shall be an amount equal to (X) during the period ending 180 calendar days following the settlement date of the acquisition thereof, if such Unhedged Collateral Debt Obligation is denominated in a Qualified Unhedged Currency and was purchased in the Primary Market, 50 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;

- (c) minus the amounts payable pursuant to paragraphs (A) through to (E) (inclusive) of the Interest Proceeds Priority of Payments on the following Payment Date;
- (d) 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;
- (e) plus any amounts that would be payable from the Interest Smoothing Account, the First Period Reserve Account and/or the Expense Reserve Account (to the extent such amounts are not designated for transfer to the Principal 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);
- (f) plus the aggregate of any Scheduled Periodic Interest Rate Hedge Counterparty Payments payable to the Issuer to the extent not already included in accordance with paragraph (a) above; and
- (g) minus any interest in respect of a PIK Security that has been deferred (but only to the extent such amount has not already been excluded in accordance with paragraph (b)(ii) or (iii) 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 and the Class D Interest Coverage Ratio. 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 and the Class D Interest Coverage Test.

"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 the offered rate pursuant to a straight line interpolation of the rates applicable to 6-month and 12-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 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 (for the avoidance of doubt, excluding any Interest Smoothing Amount required to be transferred to the Interest Smoothing Account in accordance with these Conditions), 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*).

"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 Rate Hedge Agreement" means each 1992 ISDA Master Agreement (Multicurrency-Cross Border) or 2002 ISDA Master Agreement (or such other pro forma Master Agreement as may be published by ISDA from time to time) and the schedule thereto which is entered into between the Issuer and an Interest Rate Hedge Counterparty, including any guarantee thereof and any credit support annex entered into pursuant to the terms thereof and together with each confirmation entered into thereunder from time to time in respect of an Interest Rate Hedge Transaction, as amended and/or supplemented from time to time and including any Replacement Interest Rate Hedge Agreement entered into in replacement thereof.

"Interest Rate Hedge Counterparty" means each financial institution with which the Issuer enters into an Interest Rate Hedge Agreement or any permitted assignee, transferee or successor under any Interest Rate Hedge Agreement which, in each case, satisfies the applicable Rating Requirement upon the date of entry into such agreement or whose obligations are guaranteed by a guarantor which satisfies the applicable Rating Requirement on such date or in respect of which Rating Agency Confirmation has been obtained on such date and that has the regulatory capacity to enter into derivatives transactions.

"Interest Rate Hedge Issuer Termination Payment" means any amount payable by the Issuer to an Interest Rate Hedge Counterparty upon termination or modification of the applicable Interest Rate Hedge Agreement or Interest Rate Hedge Transaction (or a group thereof), in whole or in part, but excluding, for all purposes other than determining the amount payable by the Issuer to the Interest Rate Hedge Counterparty under the relevant Interest Rate Hedge Agreement, any due and unpaid scheduled amounts payable thereunder.

"Interest Rate Hedge Transaction" means each interest rate protection transaction entered into under an Interest Rate Hedge Agreement which may be an interest rate swap, an interest rate cap or an interest rate floor transaction.

"Interest Smoothing Account" means the account described as such in the name of the Issuer with the Account Bank to which the Issuer will procure amounts are deposited in accordance with Condition 3(j)(viii) (*Interest Smoothing Account*).

"Interest Smoothing Amount" means, in respect of each Determination Date on and following the Determination Date upon which a Frequency Switch Event occurs, zero and, in respect of each other Determination Date and for so long as any Rated Notes are Outstanding, an amount equal to the excess, if any, of:

- (a) the sum of all payments of interest received during the related Due Period in respect of each Semi-Annual Obligation (that was a Semi-Annual Obligation at all times during such Due Period); over
- (b) the sum of
 - (i) (1) the product of:
 - (A) 0.25; multiplied by
 - (B) the sum of:
 - (1) EURIBOR (as of the relevant Determination Date); plus
 - (2) the Weighted Average Spread provided that, for the purpose of calculating the Weighted Average Spread, such calculation shall only include Floating Rate Collateral Debt Obligations which are Semi-Annual Obligations and that were Semi-Annual Obligations at all times during the related Due Period and such calculation shall exclude any Floating Rate Collateral Debt Obligations that are Defaulted Obligations or Deferring Securities; multiplied by
 - (C) the Aggregate Principal Balance of all Semi-Annual Obligations that were Semi-Annual Obligations at all times during the related Due Period and which are Floating Rate Collateral Debt Obligations, excluding the Aggregate Principal Balance of any Semi-Annual Obligations that are Defaulted Obligations or Deferring Securities; and
 - (ii) the product of:
 - (A) 0.25; multiplied by
 - (B) the Weighted Average Fixed Coupon, provided that, for purposes of calculating the Weighted Average Fixed Coupon, such calculation shall only include Fixed Rate Collateral Debt Obligations which are Semi-Annual Obligations and that were Semi-Annual Obligations at all times during the related Due Period and such calculation shall exclude any Fixed Rate Collateral Debt Obligations that are Defaulted Obligations or Deferring Securities; multiplied by
 - (C) the Aggregate Principal Balance of all Semi-Annual Obligations that were Semi-Annual Obligations at all times during the related Due Period and which are Fixed Rate Collateral Debt Obligations, excluding the Aggregate Principal Balance of any Semi-Annual Obligations that are Defaulted Obligations or Deferring Securities,

provided that (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 is less than or equal to 5 per cent. of the Aggregate Collateral Balance, 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.

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

"Investor Report" means a report containing certain information prescribed by Article 7(1)(e) of the Securitisation Regulation, which is to be made available on a quarterly basis after the occurrence of the Securitisation Regulation Reporting Effective Date.

"Irish Excluded Assets" means rights of the Issuer under the Corporate Services Agreement and the Issuer Profit Account.

"Irish Security Agreement" means an Irish law governed security agreement dated on or about the Issue Date (as the same may be amended, restated and/or supplemented from time to time) between, amongst others, the Issuer and the Trustee.

"IRS" means the United States Internal Revenue Service or any successor thereto.

"Issue Date" means 24 June 2019 (or such other date as may shortly follow such date as may be agreed between the Issuer, the Placement Agent, the Collateral Manager and the Retention Holder and is notified to the Noteholders in accordance with Condition 16 (*Notices*) and Euronext Dublin).

"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.

"Issuer Profit Account" means the bank account of the Issuer into which the Issuer's share capital and Issuer Profit Amount are deposited.

"Issuer Profit Amount" means €1,000 per annum payable to the Issuer in equal instalments (i) quarterly in arrear prior to the occurrence of a Frequency Switch Event, and (ii) semi-annually in arrear following the occurrence of a Frequency Switch Event, in each case in accordance with the Priorities of Payment and representing the profit to be retained by the Issuer.

"Mandatory Redemption" means a redemption of the Notes pursuant to and in accordance with Condition 7(c) (*Mandatory Redemption upon Breach of Coverage Tests*).

"Market Value" means, in respect of a Collateral Debt Obligation, on any date of determination and as provided by the Collateral Manager to the Collateral Administrator (in each case expressed as a percentage of the principal amount outstanding thereof):

- (a) the bid price of such Collateral Debt Obligation determined by an independent recognised pricing service selected by the Collateral Manager; or
- (b) if such independent recognised pricing service is not available, the mean of the bid prices determined by three independent broker-dealers active in the trading of such Collateral Debt Obligations; or
- (c) if three such broker-dealer prices are not available, the lower of the bid side prices determined by two such broker-dealers; or
- (d) if two such broker-dealer prices are not available, the bid side price determined by one independent broker-dealer (unless, in each case, the fair market value thereof determined by the Collateral Manager pursuant to paragraph (e) below would be lower); or
- (e) if the determinations of such broker-dealers or independent recognised pricing service are not available, then the lower of:
 - (i) 70 per cent.; and

- (ii) 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 Market Value cannot be ascertained by broker-dealers or an independent recognised pricing service pursuant to paragraphs (a) to (d) above and the Collateral Manager does not determine the Market Value in accordance with this paragraph (e)(ii), the Market Value shall be deemed to be zero,

provided if the Collateral Manager is not a U.S. Investment Advisor under the Investment Company Act of 1940 (or other comparable regulation), where the Market Value is determined by the Collateral Manager in accordance with paragraph (e)(ii) above, such Market Value shall only be valid for 30 calendar days, after which time if the Market Value cannot be ascertained by broker-dealers or an independent recognised pricing service the Market Value shall be deemed to be zero.

For 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 services 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.

"**Maturity Date**" means 15 July 2032 (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 moved to the immediately preceding Business Day)).

"**Maximum Obligor Concentration Test**" has the meaning given to it in the Collateral Management Agreement.

"**Measurement Date**" means:

- (a) the Effective Date;
- (b) 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;
- (c) the date of acquisition of any additional Collateral Debt Obligation following the Effective Date;
- (d) each Determination Date;
- (e) the date as at which any Report is prepared; and
- (f) following the Effective Date, with reasonable (and not less than five Business Days') notice, any Business Day requested by any Rating Agency then rating any Class of Notes Outstanding.

"**Member State**" means a member state of the European Union.

"**Mezzanine Obligation**" means an obligation (other than a Senior Secured Loan or a Second Lien 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, including any such obligation with attached warrants and any such obligation which is evidenced by an issue of notes (other than High Yield Bonds and Senior Secured Bonds), as determined by the Collateral Manager in its reasonable commercial judgment, or a Participation therein.

"**MiFID II**" means the EU Directive 2014/65/EU and EU Regulation 600/2014/EU on Markets in Financial Instruments.

"**Minimum Denomination**" means:

- (a) in the case of the Regulation S Notes of each Class, €100,000; and
- (b) in the case of the Rule 144A Notes of (i) each Class (save for the Class X Notes and the Class M-2 Subordinated Notes), €250,000 and (ii) the Class X Notes and the Class M-2 Subordinated Notes, €100,000; *provided that*, to the extent any Noteholder ceases to hold any Rated Notes with an outstanding balance of at least €250,000 solely as a result of a Regulatory Refinancing, the Minimum Denomination for such Rated Notes held by such Noteholder (or any subsequent transferee of such Rated Note) shall be equal to the outstanding principal balance thereof immediately after giving effect to the Regulatory Refinancing (but only as long as the outstanding principal balance of such Rated Notes held by such Noteholder or transferee is less than €250,000).

"**Minimum Weighted Average Spread 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, is made available:

- (a) via the Reporting Website to any person that certifies (in the form set out in the Collateral Management Agreement, which certificate may be given electronically and upon which certificate the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) to the Collateral Administrator that it is:
 - (i) the Issuer, the Trustee, the Collateral Manager, the Placement Agent, a Hedge Counterparty, a Rating Agency or a Noteholder; or
 - (ii) a potential investor in the Notes or a competent authority (as determined under the Securitisation Regulation); or
- (b) by such other method of dissemination as is required by the Securitisation Regulation (as instructed by the Issuer or the Collateral Manager on its behalf),

and which shall include information regarding the status of certain of the Collateral pursuant to the Collateral Management Agreement.

"**Moody's**" means Moody's Investors Service, Ltd. and any successor or successors thereto.

"**Moody's Additional Current Pay Criteria**" means criteria satisfied with respect to any Collateral Debt Obligation, as determined by the Collateral Manager, if (a) either such Collateral Debt Obligation has (i) a Market Value of at least 85 per cent. of its outstanding principal amount and a Moody's Rating of at least "Caa2"; or (ii) a Market Value of at least 80 per cent. of its outstanding principal amount and a Moody's Rating of at least "Caa1", or (b) (i) if such Collateral Debt Obligation is a Floating Rate Collateral Debt Obligation and the price of the Eligible Loan Index as of the applicable date of determination is trading below 90 per cent., such Collateral Debt Obligation has either (x) a Market Value of at least 85 per cent. of the price of the applicable Eligible Loan Index as of the applicable date of determination and a Moody's Rating of at least "Caa2" or (y) a Market Value of at least 80 per cent. of the price of the applicable Eligible Loan Index as of the applicable date of determination and a Moody's Rating of at least "Caa1", or (ii) if such Collateral Debt Obligation is a Fixed Rate Collateral Debt Obligation and the Eligible Bond Index is trading below 90 per cent., the Market Value of

such Collateral Debt Obligation has a Market Value of at least 80 per cent. of the Eligible Bond Index and a Moody's Rating of at least "Caa2".

"Moody's Collateral Value" means in the case of any Collateral Debt Obligation or Eligible Investment, the lower of:

- (a) its prevailing Market Value; and
- (b) its Moody's Recovery Rate,

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.

"Moody's Rating" has the meaning given to it in the Collateral Management Agreement.

"Moody's Rating Factors" has the meaning given to it in the Collateral Management Agreement.

"Moody's 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 Moody's.

"Moody's Test Matrix" has the meaning given to it in the Collateral Management Agreement.

"Non-Call Period" means the period from and including the Issue Date up to, but excluding 24 June 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 moved to the immediately preceding Business Day)).

"Non-Eligible Issue Date Collateral Debt Obligation" has the meaning given thereto 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.

"Non-Euro Obligation" means any Collateral Debt Obligation or part thereof, as applicable, denominated in a currency other than Euro.

"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:

- (a) *firstly*, to the redemption of the Class X Notes and the Class A Notes (on a *pro rata* basis) at the applicable Redemption Price in whole or in part until the Class X Notes and the Class A Notes have been fully redeemed;
- (b) *secondly*, to the redemption of the Class B-1 Notes and the Class B-2 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;

- (c) *thirdly*, to the redemption of the Class C Notes including any Deferred Interest thereon (on a *pro rata* basis) at the applicable Redemption Price in whole or in part until the Class C Notes have been fully redeemed;
- (d) *fourthly*, to the redemption of the Class D Notes including any Deferred Interest thereon (on a *pro rata* basis) at the applicable Redemption Price in whole or in part until the Class D Notes have been fully redeemed;
- (e) *fifthly*, to the redemption of the Class E Notes including any Deferred Interest thereon (on a *pro rata* basis) at the applicable Redemption Price in whole or in part until the Class E Notes have been fully redeemed; and
- (f) *sixthly*, to the redemption of the Class F Notes including any Deferred Interest thereon (on a *pro rata* 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 any breach of Coverage Tests, 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:

- (a) 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 Class X Notes, 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/or the Subordinated Notes becoming properly subject to any withholding tax other than:
 - (i) a payment in respect of Deferred Interest becoming properly subject to any withholding tax;
 - (ii) withholding tax in respect of FATCA; or
 - (iii) withholding tax that arises by reason of the failure by the relevant Noteholder to comply with any 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.

"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 excess, if any, of (i) the Senior Expenses Cap, over (ii) the sum of (without duplication) (x) all amounts paid pursuant to paragraphs

(B)(1) and (B)(2) 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, an amount equal to the lesser of (i) the Ongoing Expense Reserve Ceiling and (ii) the Ongoing Expense Excess Amount.

"Ongoing Expense Reserve Ceiling" means, on any Payment Date, the excess, if any, of €250,000 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 (C) 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 substantially 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 that have been issued and not redeemed or purchased and cancelled by the Issuer, as further defined in the Trust Deed; *provided that*, in determining whether the Noteholders of the requisite aggregate outstanding principal amount have given any request, demand, authorisation, direction, notice, consent or waiver, any Regulatory Refinancing Obligations shall be disregarded and deemed not to be Outstanding.

"Par Value Ratio" means the Class A/B Par Value Ratio, the Class C Par Value Ratio, the Class D Par Value Ratio, the Class E Par Value Ratio or the Class F Par Value Ratio (as applicable).

"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 or the Class F Par Value Test (as applicable).

"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 – Subordinated Noteholders or Collateral Manager*) 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 immediately following 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 a Payment Date, 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 on the immediately following 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(m) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*).

"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.

"Payment Account" means the account described as such in the name of the Issuer held with the Account Bank to which amounts shall be transferred by the Account Bank on the instructions of the Collateral Administrator on the Business Day prior to each Payment Date out of certain of the other Accounts in accordance with Condition 3(i) (*Accounts*) and out of which the amounts required to be paid on each Payment Date pursuant to the Priorities of Payment shall be paid.

"Payment Date" means:

- (a) following the occurrence of a Frequency Switch Event, on (A) 15 January and 15 July (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either January or July), or (B) 15 April and 15 October (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either April or October); and
- (b) 15 January, 15 April, 15 July and 15 October at all other times,

in each case, in each year commencing on 15 January 2020 up to and including the Maturity Date (each a **"Scheduled Payment Date"**), any Redemption Date in connection with a redemption in whole, the Final Distribution Date, and/or following the date upon which the Rated Notes have been redeemed in full, any Business Day (other than and in addition to the dates set out in paragraphs (a) and (b) above and any Redemption Date) either agreed between the Issuer and the Collateral Manager or designated by the Issuer and the Collateral Manager as directed by the Subordinated Noteholders acting by Ordinary Resolution and notified to the Principal Paying Agent, the Collateral Administrator and the Noteholders (each an **"unscheduled Payment Date"**), 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:

- (a) via the Reporting Website to any person that certifies (in the form set out in the Collateral Management Agreement, which certificate may be given electronically and upon which certificate the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) to the Collateral Administrator that it is:
 - (i) the Issuer, the Trustee, the Collateral Manager, the Placement Agent, a Hedge Counterparty, a Rating Agency or a Noteholder; or
 - (ii) a potential investor in the Notes or a competent authority (as determined under the Securitisation Regulation); or
- (b) by such other method of dissemination as is required by the Securitisation Regulation (as instructed by the Issuer or the Collateral Manager on its behalf).

"Person" means an individual, company, 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 Security" means any Collateral Debt Obligation which is a security, the terms of which permit the deferral of the payment of all interest thereon, including without limitation by way of capitalising interest thereon provided that, for the avoidance of doubt, Mezzanine Obligations shall not constitute PIK Securities.

"Placement Agent" means Citigroup Global Markets Limited.

"Plan Asset Regulation" means 29 C.F.R. Section 2510.3-101, as modified by Section 3(42) of ERISA, as they may be amended or modified.

"Portfolio" means the Collateral Debt Obligations, Collateral Enhancement Obligations, Exchanged Securities, Eligible Investments and other similar obligations or securities held by or on behalf of the Issuer from time to time.

"Portfolio Report" means a report containing certain information on the Collateral Debt Obligations which is, pursuant to Article 7(1)(a) of the Securitisation Regulation, required to be made available on a quarterly basis after the occurrence of the Securitisation Regulation Reporting Effective Date.

"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*)):

- (a) is a Business Day;
- (b) 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
- (c) is a Business Day in the place in which the account specified by the payee is located.

"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 180 calendar days 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 180 calendar days of the relevant Restructuring Date.

"Principal Account" means the account described as such in the name of the Issuer with the Account Bank.

"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, including, in the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, 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 quorums attributable to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes as applicable, and the applicable quorum at any meeting of the Noteholders pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and, for the avoidance of doubt, shall not be double-counted when making payments pursuant to the Priorities of Payment.

"Principal Balance" means, with respect to any Collateral Debt Obligation, Eligible Investment, Collateral Enhancement 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 Security, any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation or PIK Security), provided however that:

- (a) 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;

- (b) the Principal Balance of each Exchanged Security and each Collateral Enhancement Obligation, shall be deemed to be zero; and
- (c) the Principal Balance of any Non-Euro Obligation shall be:
 - (i) in the case of a Currency Hedge Obligation, an amount equal to the Euro equivalent of the outstanding principal amount for the reference Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate; or
 - (ii) in the case of an Unhedged Collateral Debt Obligation:
 - (A) during the period starting from the trade date for such acquisition and ending 180 calendar days following the settlement date of the acquisition thereof, if such Unhedged Collateral Debt Obligation is denominated in a Qualified Unhedged Currency and was purchased in the Primary Market, an amount equal to 50 per cent. of the outstanding principal amount of such Unhedged Collateral Debt Obligation, converted into Euro at the Applicable Exchange Rate; and
 - (B) otherwise, zero;
- (d) for the purposes of the Collateral Quality Tests only, the Principal Balance of a Defaulted Obligation shall be zero;
- (e) the Principal Balance of any cash shall be the amount of such cash converted where applicable into Euro at the Applicable Exchange Rate;
- (f) solely for the purposes of the Collateral Quality Tests, the Coverage Tests, the Reinvestment Overcollateralisation Test and the Portfolio Profile Tests, if the Issuer commits to purchase a Collateral Debt Obligation as part of a primary issuance, and the Collateral Manager certifies that the closing of such Collateral Debt Obligation is contingent on the repayment of an existing Collateral Debt Obligation currently held by the Issuer, then, until the settlement of the new Collateral Debt Obligation, any overlapping principal amount between the existing Collateral Debt Obligation that is due to be repaid upon such settlement date and the new Collateral Debt Obligation will be excluded from the Principal Balance of the existing Collateral Debt Obligation.

"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)(ii) (*Application of Principal Proceeds*).

"Priorities of Payment" means:

- (a) 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 delivery of an Acceleration Notice (deemed or otherwise) which 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;

- (b) 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 delivery of an Acceleration Notice (deemed or otherwise) which has not subsequently been rescinded and annulled in accordance with Condition 10(c) (*Curing of Default*), the Post-Acceleration Priority of Payments;
- (c) in the case of Collateral Enhancement Obligation Proceeds, the Collateral Enhancement Obligation Proceeds Priority of Payments set out in Condition 3(c)(iii)) (*Application of Collateral Enhancement Obligation Proceeds*);
- (d) in the event of any optional redemption of the Rated Notes in part but not in whole pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Collateral Manager*), in the case of the Refinancing Proceeds and the Partial Redemption Interest Proceeds, the Partial Redemption Priority of Payments; and
- (e) in the event of any Regulatory Refinancing in accordance with Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*), in the case of Regulatory Refinancing Proceeds, the Regulatory Refinancing Proceeds Priority of Payments.

"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 purchased at the time of the acquisition thereof with Principal Proceeds and/or amounts paid out of the Unused Proceeds Account (other than Ramp Accrued Interest).

"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.

"Qualified Unhedged Currency" means Sterling, U.S. Dollars, Danish Krone, Norwegian Krone, Swedish Krona or Swiss Francs.

"Qualifying Country" means each of Austria, Belgium, Bermuda, Canada, the Channel Islands, Denmark, Finland, France, Germany, Republic of Ireland, Italy, Jersey, Liechtenstein, Luxembourg, The Netherlands, Norway, Portugal, Spain, Sweden, Switzerland, the United States, the UK and any country the local currency country risk ceiling of which is, at the time of acquisition of the relevant Collateral Debt Obligation, at least "A3" by Moody's and the foreign currency country issuer rating of which is, at the time of acquisition of the relevant Collateral Debt Obligation, at least "BBB-" by Fitch.

"Qualifying Currency" means Euro, Sterling, U.S. Dollars, Swedish Krona, Norwegian Krone, Danish Krone, Australian Dollars, Swiss Francs, Canadian Dollars or such other currency in respect of which Rating Agency Confirmation from each of Moody's and Fitch is received and for which the Account Bank has confirmed it is able to hold deposits.

"Ramp 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 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 the acquisition thereof with amounts paid out of the Unused Proceeds Account (in respect of interest that has accrued but has not been capitalised) and/or by payment of such purchase price to the Warehouse Providers under the Warehouse Arrangements.

"Rate of Interest" has the meaning given thereto in Condition 6(e)(i) (Floating Rate of *Interest*).

"Rated Notes" means the Class X Notes, the Class A Notes, the Class B Notes, the Class C Note, the Class D Notes, the Class E Notes and the Class F Notes.

"Rating Agencies" means Moody's and Fitch, provided that if at any time Moody's and/or Fitch 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 and satisfactory to the Trustee (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 (publicly or otherwise) or confirms 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 a Rating Agency Confirmation under any Transaction Document 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.

"Rating Requirement" means:

- (a) in the case of the Account Bank:
 - (i) a short-term senior unsecured deposit rating of "P-1" by Moody's and a long-term senior unsecured issuer credit rating of at least "A3" by Moody's; or

- (ii) a long-term issuer default rating of at least "A" and a short-term issuer default rating of at least "F1" by Fitch; and
- (b) in the case of the Custodian or any sub-custodian appointed thereby:
 - (i) a short-term senior unsecured deposit rating of "P-1" by Moody's and a long-term senior unsecured issuer credit rating of at least "A3" by Moody's; or
 - (ii) a long-term issuer default rating of at least "A" and a short-term issuer default rating of at least "F1" by Fitch; and
- (c) in the case of any Hedge Counterparty, the rating requirement(s) as set out in the relevant Hedge Agreement; and
- (d) 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; and
- (e) in the case of the Principal Paying Agent:
 - (i) a long-term senior unsecured issuer credit rating of at least "Baa3" by Moody's; or
 - (ii) if the Principal Paying Agent has no long-term senior unsecured issuer credit rating by Moody's, a short-term senior unsecured issuer credit rating of at least "P-3" by Moody's; or
- (f) in each case, or such other rating subject to Rating Agency Confirmation and 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.

"Record Date" means:

- (a) in respect of Notes that are represented by a Definitive Certificate, the 15th calendar day before the relevant due date for payment of principal and interest in respect of such Notes; and
- (b) in respect of Notes that are 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 Notes.

"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 (*Events of Default*).

"Redemption Determination Date" has the meaning given thereto in Condition 7(b)(vii) (*Optional Redemption 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:

- (a) any Subordinated Note, the greater of (1) 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 (2) such Subordinated Note's *pro rata* share (calculated in accordance with paragraph (Z) of Condition 3(c)(i) (*Application of Interest Proceeds*), paragraph (S) of Condition 3(c)(ii) (*Application of*

Principal Proceeds), paragraph (B) of the Collateral Enhancement Obligations Proceeds Priority of Payments and paragraph (Z) 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 Payment; and

- (b) any Class X Note, 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 or, in relation to a Class of Rated Notes, such lesser amount as the Noteholders of that Class may agree, acting unanimously.

"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 (to the extent such amounts are ascertainable by the Collateral Administrator or have been provided to them by the relevant Secured Party) as calculated by the Collateral Administrator in consultation with the Collateral Manager, which rank in priority to payments in respect of the Subordinated Notes in accordance with the applicable Priorities of Payment.

"Reference Banks" has the meaning given thereto in Condition 6(e)(i)(B) (*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 (including any VAT thereon) incurred by or on behalf of the Issuer in respect of a Refinancing and 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.

"Regulatory Refinancing" has the meaning given to it in Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*).

"Regulatory Refinancing Date" has the meaning given to it in Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*).

"Regulatory Refinancing Interest Proceeds" means, in connection with a Regulatory Refinancing, Interest Proceeds in an amount equal to:

- (a) the lesser of: (i) the amount of accrued interest on the portion of each Class of Notes being refinanced (after giving effect to payments under Condition 3(c)(i) (*Application of Interest Proceeds*) if the Regulatory Refinancing Date would have been a Payment Date without regard to the Regulatory Refinancing) and (ii) the amount the Collateral Manager reasonably determines would have been available for distribution under the Priority of Payments for the payment of accrued interest on the portion of each Class of Notes being refinanced on the next subsequent Payment Date (or, if the Regulatory Refinancing Date is otherwise a Payment Date, such Payment Date) if such portion of such Class of Notes had not been refinanced; *plus*

- (b) any Contributions or proceeds from the issuance of additional Subordinated Notes designated for the payment of a portion of the Regulatory Refinancing Redemption Price of the portion of each Class of Notes being redeemed in connection with the Regulatory Refinancing; *plus*
- (c) if the Regulatory Refinancing Date is not otherwise a Payment Date, the amount of any reserve established by the Issuer with respect to such Regulatory Refinancing.

"Regulatory Refinancing Obligation" means each replacement note issued in connection with a Regulatory Refinancing.

"Regulatory Refinancing Proceeds" means the cash proceeds of Regulatory Refinancing Obligations.

"Regulatory Refinancing Proceeds Priority of Payments" has the meaning specified in Condition 3(n) (*Application of Regulatory Refinancing Proceeds*).

"Regulatory Refinancing Redemption Price" means with respect to any:

- (a) Rated Notes, an amount equal to: (i) the outstanding principal amount of such Rated Notes being redeemed *plus* (ii) accrued and unpaid interest (including any defaulted interest and any interest thereon and including interest on Deferred Interest) on such Rated Notes to the Regulatory Refinancing Date; and
- (b) Subordinated Notes, the Subordinated Notes Regulatory Refinancing Redemption Price.

"Reinvestment Criteria" has the meaning given to it in the Collateral Management Agreement.

"Reinvestment Overcollateralisation Test" means the test which will apply as of any applicable Measurement Date on and after the Effective Date and during the Reinvestment Period which will be satisfied on such Measurement Date if the Class F Par Value Ratio is at least equal to 105.03 per cent.

"Reinvestment Period" means the period from and including the Issue Date up to and including the earliest of: (i) 15 January 2024 or, if such day is not a Business Day, the immediately following Business Day; (ii) the date of the acceleration of the Notes pursuant to Condition 10(b) (*Acceleration*) (provided 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 notifies the Issuer, the Rating Agencies and the Trustee that it can no longer reinvest in additional Collateral Debt Obligations in accordance with the Reinvestment Criteria, *provided that* if the Reinvestment Period is terminated pursuant to this paragraph (iii), the Reinvestment Period may be reinstated at the direction of the Collateral Manager with notice to the Trustee, the Collateral Administrator and each Rating Agency.

"Reinvestment Target Par Balance" means, as of any date of determination an amount equal to: (a) the Target Par Amount minus (b) the amount of any reduction in the Principal Amount Outstanding of the Notes (other than Class X Notes and excluding Deferred Interest which has been capitalised pursuant to Condition 6(c) (*Deferral of Interest*)), plus (c) the aggregate amount of net issue proceeds designated as Principal Proceeds that results from the issuance of any additional Notes, issued pursuant to Condition 17 (*Additional Issuances*).

"Relevant Payment Date" means the Payment Date immediately following the occurrence of a Frequency Switch Event.

"Replacement Currency Hedge Agreement" means any Currency Hedge Agreement entered into by the Issuer upon termination of an existing Currency Hedge Agreement on substantially the same terms as such existing Currency Hedge Agreement that preserves for the Issuer the economic effect of the terminated Currency Hedge Agreement and all Currency Hedge Transactions thereunder, subject to such amendments as may be approved by the Collateral Manager and in respect of which Rating Agency Confirmation is obtained.

"Replacement Hedge Agreements" means each Replacement Currency Hedge Agreement and each Replacement Interest Rate Hedge Agreement and "Replacement Hedge Agreement" means any of them.

"Replacement Hedge Transaction" means any replacement Interest Rate Hedge Transaction or Currency Hedge Transaction entered into under a Replacement Interest Rate Hedge Agreement or Replacement Currency Hedge Agreement (as applicable) (or under another existing Interest Rate Hedge Agreement or Currency Hedge Agreement with another Hedge Counterparty) in respect of the relevant terminated Interest Rate Hedge Transactions or Currency Hedge Transactions under the relevant terminated Interest Rate Hedge Agreement or Currency Hedge Agreement (as applicable).

"Replacement Interest Rate Hedge Agreement" means any Interest Rate Hedge Agreement entered into by the Issuer upon termination of an existing Interest Rate Hedge Agreement in full on substantially the same terms as the original Interest Rate Hedge Agreement that preserves for the Issuer the economic equivalent of the terminated Interest Rate Hedge Transactions outstanding thereunder, subject to such amendments as may be approved by the Collateral Manager and in respect of which Rating Agency Confirmation is obtained.

"Report" means each Monthly Report and Payment Date Report and, after the occurrence of the Securitisation Regulation Reporting Effective Date only, each Investor Report and Portfolio 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.

"Reporting Website" means a secure website currently located at <http://pivot.usbank.com> (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Trustee, the Placement Agent, the Collateral Manager, the Hedge Counterparties, the Ratings Agencies and the Noteholders from time to time).

"Resolution" means any Ordinary Resolution or Extraordinary Resolution, as the context may require.

"Restricted Trading Period" means the period during which (i) the Moody's rating or the Fitch rating of the Class A Notes is one or more sub-categories below its rating on the Issue Date, (ii) the Moody's rating or the Fitch rating of the Class B Notes or the Class C Notes is two or more sub-categories below its rating on the Issue Date or (iii) the Moody's rating or the Fitch rating of the Class D Notes is three or more sub-categories below its rating on the Issue Date, provided in each case that such period shall not constitute a Restricted Trading Period if:

- (a)
 - (i) the Aggregate Principal Balance of all Collateral Debt Obligations and Eligible Investments representing Principal Proceeds is at least equal to the Reinvestment Target Par Balance; and
 - (ii) each of the Coverage Tests applicable during such period is satisfied; and
 - (iii) each of the Collateral Quality Tests is satisfied; or
- (b) (so long as such Moody's rating or Fitch 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 Ordinary Resolution, which direction shall remain in effect until the earlier of:
 - (i) a further downgrade or withdrawal of such Moody's rating or Fitch rating, as applicable, that, disregarding such direction, would cause the conditions set out 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,

provided, further, that no Restricted Trading Period will restrict any sale or purchase 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 or purchase 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 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 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.

"Restructuring Date" means the date a restructuring of a Collateral Debt Obligation becomes binding on the holders thereof provided that 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 Voya Alternative Asset Management LLC in its capacity as retention holder in accordance with the Risk Retention Letter and any successor assign or transferee to the extent permitted under the Risk Retention Letter and the EU Retention Requirements.

"Retention Notes" means the Notes subscribed for by the Retention Holder on the Issue Date and comprising as at the Issue Date, at least 5 per cent of the nominal value of each of the tranches sold or transferred to the investors within the meaning of Article 6(1) of the Securitisation Regulations.

"Retention Note Purchase Agreement" means an agreement dated on or about 24 June 2019 between the Placement Agent and the Retention Holder for the purchase of the Retention Notes by the Retention Holder in accordance with the Risk Retention Letter and the EU Retention Requirements.

"Retention Requirements" means the EU Retention Requirements and the U.S. Risk Retention Rules (if applicable).

"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.

"Risk Retention Letter" means the letter entered into between the Issuer, the Retention Holder, the Trustee, the Collateral Administrator and Citigroup Global Markets Limited in its capacities as Arranger and Placement Agent dated on or about the Issue Date.

"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.

S&P" means Standard & Poor's Credit Market Services Europe Limited, a division of S&P Global Inc. and any successor or successors thereto.

"Sale Proceeds" means:

- (a) all proceeds received upon the sale of any Collateral Debt Obligation (other than any Non-Euro Obligations with a related Currency Hedge Transaction) 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: (i) Purchased Accrued Interest; or (ii) Ramp Accrued Interest (provided that any Ramp Accrued Interest shall be credited to the Unused Proceeds Account in accordance with these Conditions); or (iii) proceeds that represent deferred interest accrued in respect of any PIK Security; or (iv) proceeds representing accrued interest received in respect of any Defaulted Obligation unless and until such amounts represent Defaulted Obligation Excess Amounts;
- (b) in the case of any Non-Euro Obligation with a related Currency Hedge Transaction, all amounts in Euros (or other currencies, if applicable) received by the Issuer from the applicable Currency Hedge Counterparty in exchange for payment by the Issuer of the sale proceeds of any Collateral Debt Obligation as described in paragraph (a) above, under the related Currency Hedge Transaction; and
- (c) in the case of any Collateral Enhancement Obligation or Exchanged Security, all proceeds and any fees received upon the sale of such Collateral Enhancement Obligation or Exchanged Security (as applicable),

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 and, where applicable, converted into Euro at the Applicable Exchange Rate.

"Scheduled Periodic Currency Hedge Counterparty Payment" means, with respect to any Currency Hedge Agreement, all amounts in the nature of or with respect to a coupon rather than principal payments, scheduled to be paid by the Currency Hedge Counterparty to the Issuer pursuant to the terms of such Currency Hedge Agreement, excluding any Hedge Counterparty Termination Payment.

"Scheduled Periodic Currency Hedge Issuer Payment" means, with respect to any Currency Hedge Agreement, all amounts scheduled in the nature of or with respect to a coupon rather than principal payments, to be paid by the Issuer to the applicable Currency Hedge Counterparty pursuant to the terms of such Currency Hedge Agreement, excluding any Currency Hedge Issuer Termination Payment.

"Scheduled Periodic Hedge Counterparty Payment" means a Scheduled Periodic Currency Hedge Counterparty Payment or a Scheduled Periodic Interest Rate Hedge Counterparty Payment.

"Scheduled Periodic Hedge Issuer Payment" means a Scheduled Periodic Currency Hedge Issuer Payment or a Scheduled Periodic Interest Rate Hedge Issuer Payment.

"Scheduled Periodic Interest Rate Hedge Counterparty Payment" means, with respect to any Interest Rate Hedge Agreement, all amounts scheduled to be paid by the Hedge Counterparty to the Issuer pursuant to the terms of such Interest Rate Hedge Agreement, excluding any Interest Rate Hedge Counterparty Termination Payment.

"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 Hedge Agreement, excluding any Interest Rate Hedge Issuer Termination Payment.

"Scheduled Principal Proceeds" means:

- (a) in the case of any Collateral Debt Obligation (other than Non-Euro Obligations with a related Currency Hedge Transaction), scheduled principal repayments received by the Issuer (including scheduled amortisation, instalment or sinking fund payments);
- (b) in the case of any Non-Euro Obligation with a related Currency Hedge Transaction, scheduled final and interim payments in the nature of principal payable to the Issuer by the applicable Currency Hedge Counterparty under the related Currency Hedge Transaction; and
- (c) in the case of any Hedge Agreements, any Hedge Replacement Receipts and Hedge Counterparty Termination Payments transferred from the Hedge Termination Accounts into the Principal Account and any amounts transferred from Counterparty Downgrade Collateral Accounts to the Principal Account in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*).

"Second Lien Loan" means a collateral debt obligation which is a debt 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, as determined by the Collateral Manager in its reasonable commercial judgment or a Participation therein and includes a First Lien Last Out Loan.

"Secured Obligations" has the meaning given to it in the Trust Deed.

"Secured Party" means each of the Class X Noteholders, 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, the Placement Agent, the Collateral Manager, the Trustee, any Receiver, any Appointee, the Agents, each Reporting Delegate, each Hedge Counterparty and the Corporate Services 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, 15 per cent, or more, if Rating Agency Confirmation from each Rating Agency is obtained.

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

"Securitisation Regulation" means Regulation EU 2017/2402 of the European Parliament and the Council of 12 December 2017 laying down a general framework for securitisation and creating a specific framework for simple, transparent and standardised securitisation, including any implementing regulation, technical standards and official guidance related thereto.

"Securitisation Regulation Reporting Effective Date" means the date on which the regulatory technical standards relating to disclosure requirements under Article 7 of the Securitisation Regulation are adopted and implemented by the European Commission.

"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.

"Senior Collateral Management Fee" means the fee payable to the Collateral Manager (exclusive of VAT) 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 0.15 per cent. per annum (calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case 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 of the first day of such Due Period, as determined by the Collateral Administrator.

"Senior Expenses Cap" means, in respect of each Payment Date and the Due Period immediately preceding such Payment Date the sum of:

(a)

(i) in respect of the first Due Period, €500,000 per annum; or

(ii) in respect of each other Due Period, €300,000 per annum,

in each case pro rated for the Due Period for the first Payment Date on the basis of a 360-day year and the actual number of days elapsed in such Due Period and thereafter on the basis of a 360-day year comprised of twelve 30-day months with each anniversary of the first Payment Date being the start of such 360-day period); and

(b) 0.0225 per cent. per annum (pro rated for the Due Period for the first Payment Date on the basis of a 360-day year and the actual number of days elapsed in such Due Period and thereafter on the basis of a 360-day year and the actual number of days elapsed in such Due Period with each anniversary of the first Payment Date being the start of such 360-day period) of the Aggregate Collateral Balance as at the Determination Date immediately preceding such Payment Date,

provided however, that: (i) if the aggregate amount of Trustee Fees and Expenses and Administrative Expenses paid on the three immediately preceding Payment Dates (or, if a Frequency Switch Event has occurred, the immediately preceding Payment Date) together with the aggregate amount of Trustee Fees and Expenses and Administrative Expenses paid during the related Due Period(s) is less than the stated Senior Expenses Cap, the amount of each such shortfall shall be added to the Senior Expenses Cap with respect to the then current Payment Date. For the avoidance of doubt, the application of any such shortfall in this manner may not at any time result in an increase of the Senior Expenses Cap on a per annum basis, (ii) the Senior Expenses Cap in respect of the Payment Date immediately following a Partial Redemption Date shall be reduced (subject to a minimum value of zero) by the amount distributed on such Partial Redemption Date pursuant to Condition 3(m)(i) and 3(m)(ii) (*Application of Refinancing Proceeds and Partial Redemption Interest Proceeds on a Partial Redemption Date*) and (iii) the Senior Expenses Cap in respect of the Payment Date immediately following a Regulatory Refinancing Date that is not otherwise a Payment Date shall be reduced (subject to a minimum value of zero) by the amount distributed on such Regulatory Refinancing Date pursuant to Condition 3(n)(i) and 3(n)(ii) (*Application of Regulatory Refinancing Proceeds*).

"Senior Loan" means a collateral debt obligation that is a Senior Secured Loan, an Unsecured Senior Loan or a Second Lien Loan as determined by the Collateral Manager in its reasonable commercial judgement.

"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 commercial judgment or a Participation therein, provided that:

(a) it is secured (i) by assets of the Obligor 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 (ii) by at least 80.0 per

cent. of the equity interests in the shares of an entity owning, either directly or indirectly, such assets; and

- (b) no other obligation of the Obligor has any higher priority security interest in such assets or shares referred to in paragraph (a) 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 Obligations that is a senior secured loan obligation as determined by the Collateral Manager in its reasonable commercial judgment or a Participation therein, provided that:

- (a) it is secured (i) by assets of the Obligor 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 (ii) by at least 80.0 per cent. of the equity interests in the stock of an entity owning, either directly or indirectly, such assets; and
- (b) no other obligation of the Obligor has any higher priority security interest in such assets or stock referred to in (a) 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 stock 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.

"Similar Law" means any federal, state, local or non-U.S. 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 Other Plan Law.

"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*).

"Specified Percentage" means the percentage designated by the Collateral Manager, which percentage shall not exceed such amount required under the Retention Requirements. For the avoidance of doubt, such percentage shall account for adjustments necessary, as determined by the Collateral Manager, in consultation with the Issuer and based on considerations of applicable law and the policies and procedures of the relevant Clearing Systems.

"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 after prior consultation and agreement with the Collateral Manager on the date of calculation.

"Standard of Care" has the meaning given thereto in the Collateral Management Agreement.

"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 Noteholders" means the Class M-1 Subordinated Noteholders and the Class M-2 Subordinated Noteholders from time to time.

"Subordinated Notes" have the meaning ascribed to them in the first paragraph of these Conditions.

"Subordinated Notes Regulatory Refinancing Redemption Price" means an amount equal to the outstanding principal amount of the Subordinated Note being redeemed multiplied by the price of the Subordinated Notes, as determined by the Collateral Manager based upon the valuation provided by a recognised pricing service chosen by the Collateral Manager in consultation with the Subordinated Noteholders holding a majority of the Subordinated Notes then Outstanding.

"Substitute Collateral Debt Obligation" means a Collateral Debt Obligation purchased in substitution for a previously held Collateral Debt Obligation pursuant to the terms of the Collateral Management Agreement and which satisfies both the Eligibility Criteria and the Reinvestment Criteria.

"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 will not be considered a Discount Obligation so long as such purchased Collateral Debt Obligation:

- (a) is purchased or committed to be purchased within 20 Business Days of the sale of such Original Obligation;
- (b) is purchased at a price (as a percentage of par) equal to or greater than the sale price of the Original Obligation;
- (c) is purchased at a price not less than 60 per cent. of the Principal Balance thereof;
- (d) the Moody's Rating thereof is equal to or higher than the Moody's Rating of the Original Obligation; and
- (e) the Fitch Rating thereof is equal to or higher than the Fitch Rating of the Original Obligation,

provided, however that:

- (i) to the extent the Aggregate Principal Balance of all Swapped Non-Discount Obligations held by the Issuer as at the relevant date of determination exceeds 5.0 per cent. of the Aggregate Collateral Balance, such excess will not constitute Swapped Non-Discount Obligations (and for the avoidance of doubt, such excess will instead 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 exceeds 10.0 per cent. of the Target Par Amount, such excess will not constitute Swapped Non-Discount Obligations (and for the avoidance of doubt, such excess will instead 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 calendar days since the acquisition of such Collateral Debt Obligation equals or exceeds 90 per cent.; and
- (iv) in the case of any Collateral Debt Obligation that is an interest in a Fixed 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 calendar days since the acquisition of such Collateral Debt Obligation equals or exceeds 85 per cent.

"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).

"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 (i) the purchase price thereof and (ii) the Principal Balance thereof, in each case net of (A) any expenses incurred in connection with any repayment, prepayment, redemption or sale thereof and (B) 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 and the Notes), the Agency Agreement, the Placement Agency Agreement, the Retention Note Purchase Agreement, the Collateral Management Agreement, the Irish Security Agreement, any Hedge Agreements, the Risk Retention Letter, any Reporting Delegation Agreement, the Collateral Acquisition Agreements, the Participation Agreements, the Corporate Services Agreement, the Warehouse Termination Agreement and any document supplemental thereto or issued in connection therewith.

"Trustee Fees and Expenses" means the fees and expenses (including, without limitation, legal fees) and all other amounts payable to the Trustee or to any Receiver or Appointee 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 (and in the case of any costs and expenses, such VAT to be limited to irrecoverable VAT), 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.

"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 of the Issuer established and maintained with the Account Bank pursuant to the Agency Agreement, amounts standing to the credit of which, subject to certain conditions, may be used to fund in full the amount of any unfunded commitments or unfunded liabilities from time to time, in relation to Delayed Drawdown Collateral Debt Obligations and Revolving Obligations.

"Unhedged Collateral Debt Obligation" means a Non-Euro Obligation which is not a Currency Hedge Obligation.

"United States Person" has the meaning given to it in Section 7701(a)(30) of the Code.

"Unpaid Class X Principal Amortisation Amount" means, for any Payment Date, the aggregate amount of all or any portion of the Class X Principal Amortisation Amount for any prior Payment Dates that were not paid on such prior Payment Dates.

"Unscheduled Principal Proceeds" means (i) with respect to any Collateral Debt Obligation (other than Non-Euro Obligations with a related Currency Hedge Transaction), principal proceeds 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 (ii) with respect to any Non-Euro Obligation with a related Currency Hedge Transaction any amounts in Euro payable to the Issuer by the applicable Currency Hedge Counterparty in exchange for payment by the Issuer of any unscheduled principal proceeds received in respect of any Collateral Debt Obligation under the related Currency Hedge Transaction.

"Unsecured Senior Loan" means a Collateral Debt Obligation that:

- (a) is a loan obligation senior to any unsecured, subordinated obligation of the Obligor as determined by the Collateral Manager in its reasonable commercial judgment; and
- (b) is not secured (i) 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 (ii) by at least 80 per cent. of the equity interests in the stock of an entity owning such fixed assets.

"Unused Proceeds Account" means an account in the name of the Issuer with the Account Bank into which the Issuer will procure amounts are deposited in accordance with Condition 3(j)(iii) (*Unused Proceeds Account*).

"U.S. Person" means a "U.S. person" as such term is defined under Regulation S.

"U.S. Risk Retention Rules" means the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act, as amended from time to time.

"VAT" means any tax imposed in conformity with the Council Directive of 28 November 2006 on the common system of VAT (EC Directive 2006/112) and any other tax of a similar fiscal nature substituted for, or levied in addition to such tax whether in the European Union or elsewhere in any jurisdiction together with any interest and penalties thereon.

"Warehouse Arrangements" means the warehouse financing and related arrangements entered into by the Issuer prior to the Issue Date to finance the acquisition of Collateral Debt Obligations prior to the Issue Date.

"Warehouse Termination Agreement" means the deed of release dated on or about the Issue Date relating to the termination of the Warehouse Arrangements.

"Weighted Average Fixed Coupon" 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.

"Weighted Average Spread" has the meaning given to it in the Collateral Management Agreement.

"Written Resolution" means any Resolution of the Noteholders of each 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.

2. Form and Denomination, Title, Transfer and Exchange

(a) Form and Denomination

The Notes of each Class may be issued in: (i) global, certificated, fully registered form, without interest coupons, talons and principal receipts attached; or (ii) definitive, 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. A Global Certificate or Definitive Certificate (as applicable) will be issued to each Noteholder in respect of its registered holding of Notes. Each Definitive 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. The Register shall be kept and maintained outside the UK and no copy of the Register shall be created, kept or maintained in the UK.

(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.

(c) Transfer

In respect of Notes represented by a Definitive Certificate, one or more such Notes 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(s) 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 Notes represented by one 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.

Interests in a Global Certificate will be transferable 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 Notes and Global Certificates or Definitive Certificates (as applicable) representing such Notes in accordance with these Conditions on registration or transfer will be effected without charge to

the Noteholder by or on behalf of the Issuer, the Registrar or a Transfer Agent, but upon payment by the Noteholder (or the giving of such indemnity as the Registrar or such Transfer Agent may require in respect thereof) of any stamp duty, tax or other governmental charges which may be imposed in relation to such registration or transfer.

(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 (after consultation with the Trustee and subject to not less than 60 calendar 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 Business Day 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 is a U.S. Person that is not a QIB/QP (any such person, a "**Non-Permitted Holder**"), the Issuer may, promptly after determination that such person is a Non-Permitted Holder by the Issuer, send notice to such Non-Permitted Holder demanding that such holder transfer its Notes outside the United States to a non-U.S. Person or within the United States to a QIB/QP within 30 calendar days of the date of receipt of such notice. If such holder fails to effect the transfer of its Rule 144A Notes within such period, such holder may be required by the Issuer to sell such Rule 144A 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 similar to the Rule 144A Notes and selling such Rule 144A 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 from the permitted Noteholder to the Non-Permitted Holder by its acceptance of an interest in the Rule 144A 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 neither the Issuer, the Registrar nor the Trustee shall be liable to any person having an interest in the Notes sold as a result of any such sale or the exercise of such discretion. 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 neither a non-U.S. Person nor a QIB/QP. 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 QIB/QP.

(i) Forced Sale pursuant to FATCA and the CRS

Each Noteholder (which, for the purposes of this Condition 2(i) (*Forced Sale pursuant to FATCA and the CRS*) may include a nominee or beneficial owner of a Note) will agree to provide the Issuer and its agents with any correct, complete and accurate information or documentation that may be required for the Issuer to comply with FATCA and to prevent the imposition of tax under FATCA on payments to or for the benefit of the Issuer or fines or penalties under the CRS. In the event the Noteholder fails to provide such information or documentation, or to the extent that its ownership of the Notes would otherwise cause the Issuer to be subject to tax under FATCA or fines or penalties under the CRS, (A) the Issuer and its agents are authorised to withhold amounts otherwise distributable to the Noteholder as compensation for any taxes to which the Issuer is subject under FATCA as a result of such failure or the Noteholder's ownership of Notes, and (B) except in the case of the Retention Notes, to the extent necessary to avoid an adverse effect on the Issuer as a result of such failure or the Noteholder's ownership of Notes, the Issuer will have the right to compel the Noteholder to sell its Notes, and, if the Noteholder does not sell its Notes within ten Business Days after notice from the Issuer or any agent of the Issuer, the Issuer will have the right to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and to remit the net proceeds of such sale (taking into account any expenses, costs and taxes incurred by the Issuer in connection with such sale) to the Noteholder as payment in full for such Notes. The Issuer may also assign each such Note a separate ISIN in the Issuer's sole discretion.

(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 ERISA and the relevant regulations (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) Forced Transfer mechanics

In order to effect the forced transfer provisions set out in Conditions 2(h) (*Forced Transfer of Rule 144A Notes*), 2(j) (*Forced Transfer pursuant to ERISA*) and 2(i) (*Forced Sale pursuant to FATCA and the CRS*), the Issuer may repay any affected Notes and issue replacement Notes and the Issuer, the Trustee and the Agents (each at the expense of the Issuer) shall work with the Clearing Systems to take such action as may be necessary to effect such repayment and issue of replacement Notes.

(l) Registrar authorisation

The Noteholders hereby authorise the Registrar and the Clearing Systems to take such actions as are necessary in order to effect the forced transfer provisions set out in Conditions 2(h) (*Forced Transfer of Rule 144A Notes*), 2(j) (*Forced Transfer pursuant to ERISA*) and 2(i) (*Forced Sale pursuant to FATCA and the CRS*) above without the need for any further express instruction from any affected Noteholder.

The Noteholders shall be bound by any actions taken by the Registrar, the Clearing Systems or any other party taken pursuant to the above-named Conditions.

(m) Exchange of Voting/Non-Voting Notes

A Noteholder holding Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes may request by the delivery to the Registrar or a Transfer Agent of a written request that such Notes be exchanged for Notes in the form of CM Removal and Replacement Non-Voting Notes.

A Noteholder holding Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes may request by the delivery to the Registrar or a Transfer Agent of a written request that such Notes be exchanged for Notes in the form of CM Removal and Replacement Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of such Noteholder.

Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes shall not be exchanged for Notes in the form of CM Removal and Replacement Voting Notes in any other circumstances.

Notes in the form of CM Removal and Replacement Non-Voting Notes shall not be exchangeable at any time for Notes in the form of CM Removal and Replacement Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes.

Notes in the form of CM Removal and Replacement Voting Notes shall be exchangeable at any time for Notes in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes.

Any Class X 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 CM Replacement Resolution, but shall carry a right to vote and be counted in respect of all other resolutions pursuant to and in accordance with Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*).

(n) Contributions

At any time during the Reinvestment Period, any Subordinated Noteholder may (i) make a contribution of cash, or (ii) to the extent permitted by the applicable clearing system, by notice in writing to the Issuer, the Trustee, the Collateral Administrator and the Collateral Manager designate as a contribution any portion of Interest Proceeds or Principal Proceeds that would otherwise be distributed on its Notes in accordance with the Priorities of Payment (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 Contribution 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) in accordance with Condition 3(j)(xiv) (*Contribution Account*). No Contribution or portion thereof will be returned to the Contributor at any time (other than in accordance with the Priorities of Payment). The acceptance of Contributions by the Collateral Manager, on behalf of the Issuer, shall be subject to the following conditions:

- (i) no more than a total of three Contributions may be effected in aggregate and thereafter any additional Contributions may only be made with the consent of the Controlling Class, acting by way of Ordinary Resolution;
- (ii) on each occasion each Contribution must be a minimum of EUR 1,000,000; and

- (iii) each Par Value Test shall be satisfied immediately after giving effect to any such Contribution.

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*). 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 and the Irish Security Agreement. Payment of interest on the Class X Notes and the Class A Notes will be senior in right of payment to payments of interest 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 Subordinated Notes; payment of interest on the Class B Notes will be subordinated in right of payment to payments of interest in respect of the Class X Notes and 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 interest in respect of the Class X Notes, the Class A Notes and the Class B Notes, but senior in right of payment to payments of interest in respect of 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 interest in respect of the Class X Notes, the Class A Notes, the Class B Notes and the Class C Notes, but senior in right of payment to payments of interest in respect of 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 interest in respect of the Class X Notes, 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 in respect of 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 interest in respect of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, but senior in right of payment to payments of interest in respect of the Subordinated Notes; and payment of interest on the Subordinated Notes will be subordinated in right of payment to payments of interest in respect of the Rated Notes. Interest on the Subordinated Notes shall be paid *pari passu* and without any preference amongst themselves, provided that the payment of any interest amounts in respect of any Subordinated Notes will be subordinated in right of payment to the Class M-2 Subordinated Noteholder Amounts. Payments of interest on the Class B-1 Notes and the Class B-2 Notes will rank *pari passu* in right of payment.

No amount of principal in respect of the Class B Notes shall become due and payable until redemption and payment in full of the Class X Notes and the Class A Notes. No amount of principal in respect of the Class C Notes shall become due and payable until redemption and payment in full of the Class X Notes, 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 redemption and payment in full of the Class X Notes, 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 redemption and payment in full of the Class X Notes, 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 redemption and payment in full of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes. 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 Payment 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 Payment are paid in full.

(c) Priorities of Payment

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 delivery of an Acceleration Notice (deemed or otherwise) in accordance with Condition 10(b) (*Acceleration*); (ii) following delivery of an Acceleration Notice (deemed or otherwise) which 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 Condition 7(g) (*Redemption following Note Tax Event*) (in which event the Post-Acceleration Priority of Payments shall apply to Interest Proceeds and Principal Proceeds, but not, for the avoidance of doubt, Collateral Enhancement Obligation Proceeds), instruct the Account Bank to disburse Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligations Proceeds transferred to the Payment Account, in each case, in accordance with the following Priorities of Payment.

(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(m) (*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 Due Period (other than Irish corporate income tax in relation to the Issuer Profit Amount referred to in (ii) below and any amounts payable in respect of VAT to the recipient of a payment made by the Issuer pursuant to the Priorities of Payment), as certified by an Authorised Officer of the Issuer to the Trustee, if any; 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)
 - (1) *firstly*, 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; provided that following the occurrence of an Event of Default that is continuing, the Senior Expenses Cap shall not apply in respect of such Trustee Fees and Expenses; and
 - (2) *secondly*, to the payment of Administrative Expenses in the priority stated in the definition thereof, up to an amount equal to the Senior Expenses Cap in respect of the related Due Period less any amounts paid pursuant to paragraph (B)(1) above;
- (C) to the Expense Reserve Account, at the Collateral Manager's discretion, of an amount equal to the Ongoing Expense Reserve Amount;
- (D) to the payment:
 - (1) *firstly*, to 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) except that the Collateral Manager may, in its sole discretion, elect to:

- (a) (x) designate for reinvestment in Collateral Debt Obligations or (y) defer payment of some or all of the amounts that would have been payable to the Collateral Manager under this paragraph (D) (any such amounts, being "**Deferred Senior Collateral Management Amounts**") on any Payment Date, provided that any such amount in the case of (x) shall (i)(A) be used to purchase Substitute Collateral Debt Obligations or (B) be deposited in the Principal Account pending investment in Collateral Debt Obligations and (ii) not be treated as unpaid for the purposes of this paragraph (D) or paragraph (W) below or in the case of (y), shall be applied to the payment of amounts in accordance with paragraphs (E) through (V) (inclusive) and (X) through (Z) (inclusive) below; and/or
- (b) irrevocably waive its right to receive some or all of the amounts that would have been payable to the Collateral Manager under this paragraph (D) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraphs (E) through (Z) (inclusive) below,

subject, in each case, 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

- (2) *secondly*, to 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),
- (E) (1) *firstly* to the payment, on a *pro rata* and *pari passu* basis, of (i) any Scheduled Periodic Hedge Issuer Payments, (ii) any Currency Hedge Issuer Termination Payments (to the extent not paid out of the Currency Account, any relevant Counterparty Downgrade Collateral Accounts or the relevant Hedge Termination Account and other than Defaulted Currency Hedge Termination Payments) and (iii) any Interest Rate Hedge Issuer Termination Payments (to the extent not paid out of the Interest Account or the relevant Hedge Termination Account, any relevant Counterparty Downgrade Collateral Accounts and other than Defaulted Interest Rate Hedge Termination Payments); and
- (2) *secondly*, on a *pro rata* basis, to the payment of any Hedge Replacement Payments (to the extent not paid out of the relevant Hedge Termination Account or the Counterparty Downgrade Collateral Account);
- (F) to the payment on a *pro rata* and *pari passu* basis of (a) all Interest Amounts due and payable on the Class X Notes and the Class A Notes in respect of the Accrual Period ending on such Payment Date, (b) the Class X Principal Amortisation Amount due and payable on such Payment Date, (c) any Unpaid Class X Principal Amortisation Amount as of such Payment Date, and (d) all other Interest Amounts due and payable on the Class X Notes and Class A Notes;
- (G) to the payment on a *pro rata* and *pari passu* basis of the Interest Amounts due and payable on the Class B-1 Notes and the Class B-2 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;

- (H) 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 immediately 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 recalculated following such redemption;
- (I) to the payment on a *pro rata* 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);
- (J) to the payment on a *pro rata* basis of any Deferred Interest on the Class C Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (K) 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 immediately 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 to be satisfied if recalculated following such redemption;
- (L) to the payment on a *pro rata* 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);
- (M) to the payment on a *pro rata* basis of any Deferred Interest on the Class D Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (N) 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 immediately 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 to be satisfied if recalculated following such redemption;
- (O) to the payment on a *pro rata* 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);
- (P) to the payment on a *pro rata* basis of any Deferred Interest on the Class E Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (Q) if the Class E Par Value Test is not satisfied on any Determination Date on and after the Effective Date to the redemption of the Notes in accordance with the Note Payment Sequence to the extent necessary to cause the Class E Par Value Test to be satisfied if recalculated following such redemption;
- (R) to the payment on a *pro rata* 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);
- (S) to the payment on a *pro rata* basis of any Deferred Interest on the Class F Notes which is due and payable pursuant to Condition 6(c) (*Deferral of Interest*);
- (T) if the Class F Par Value Test is not satisfied on any Determination Date on and after the expiry of the Reinvestment Period to the redemption of the Notes in accordance

with the Note Payment Sequence to the extent necessary to cause the Class F Par Value Test to be satisfied if recalculated following such redemption;

(U) 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 (x) the purchase of the Collateral Debt Obligations or to the Principal Account pending reinvestment in Collateral Debt Obligations at a later date in accordance with the Collateral Management Agreement only until an Effective Date Rating Event is no longer continuing or (y) redeem the Rated Notes in full in accordance with the Note Payment Sequence or, if earlier, until an Effective Date Rating Event is no longer continuing;

(V) if, on any Determination Date on and 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 (U) (inclusive) above, the Reinvestment Overcollateralisation 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 (U) (inclusive) above, would be sufficient to cause the Reinvestment Overcollateralisation Test to be met;

(W) to the payment:

(1) *firstly*, on a *pro rata* and *pari passu* basis, to the Class M-2 Subordinated Noteholders of the Class M-2 Subordinated Noteholder Amount as interest thereon until such Class M-2 Subordinated Noteholder Amount has been paid in full (save for any Deferred Class M-2 Subordinated Noteholder Amounts) **provided that** all of the Class M-2 Subordinated Noteholders may, in their sole discretion, elect to:

(a) (x) designate for reinvestment in Collateral Debt Obligations or (y) defer payment of some or all of the amounts that would have been payable to the Class M-2 Subordinated Noteholders under this paragraph (W) (any such amounts, being "**Deferred Class M-2 Subordinated Noteholder Amounts**") on any Payment Date, *provided that* any such amount in the case of (x) shall (i)(A) be used to purchase Substitute Collateral Debt Obligations or (B) be deposited in the Principal Account pending reinvestment in Substitute Collateral Debt Obligations, and (ii) not be treated as unpaid for the purposes of paragraph (D) above or this paragraph (W), or in the case of (y), shall be applied to the payment of amounts in accordance with paragraphs (X) through (Z) (inclusive) below; and/or

(b) irrevocably waive its right to receive some or all of the amounts that would have been payable to the Class M-2 Subordinated Noteholders under this paragraph (W) on any Payment Date, *provided that* any such amounts shall be applied to the payment of amounts in accordance with paragraphs (X) through (Z) (inclusive) below,

subject, in each case, to the Class M-2 Subordinated Noteholders having notified the Collateral Administrator in writing not later than two Business Days prior to the relevant Determination Date of any amounts to be so applied in accordance with Condition 3(o) (*Deferral on the Class M-2 Subordinated Notes*);

- (2) *secondly*, on a *pro rata* and *pari passu* basis, to the Class M-2 Subordinated Noteholders of any previously due and unpaid Class M-2 Subordinated Noteholder Amounts (other than Deferred Class M-2 Subordinated Noteholder Amounts) as interest thereon until such Class M-2 Subordinated Noteholder Amount has been paid in full;
- (3) *thirdly*, on a *pro rata* and *pari passu* basis, to:
 - (a) the Collateral Manager (at the election of the Collateral Manager (in its sole discretion)) in payment of any previously Deferred Senior Collateral Management Amounts; and
 - (b) the Class M-2 Subordinated Noteholders in payment of any Deferred Class M-2 Subordinated Noteholder Amounts as interest thereon until such Deferred Class M-2 Subordinated Noteholder Amounts have been paid in full; and
- (4) *fourthly*, to the repayment of any Collateral Manager Advances and any interest thereon;
- (X) (1) *firstly*, to the payment of Trustee Fees and Expenses (if any) not paid by reason of the Senior Expenses Cap;
- (2) *secondly*, to the payment of Administrative Expenses (if any) not paid by reason of the Senior Expenses Cap, in relation to each item thereof in the order of priority stated in the definition thereof;
- (3) *thirdly*, to the payment on a *pari passu* and *pro rata* basis of any Defaulted Currency Hedge Termination Payments due to any Currency Hedge Counterparty or Defaulted Interest Rate Hedge Termination Payments due to any Interest Rate Hedge Counterparty (in each case to the extent not paid out of the Hedge Termination Accounts or any relevant Counterparty Downgrade Collateral Account);
- (Y) 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 Amount; and
- (Z) (1) *firstly*, 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) *secondly*, if, after taking into account all prior distributions to Class M-1 Subordinated Noteholders and any distributions to be made to Class M-1 Subordinated Noteholders on such Payment Date in accordance with the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments, the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):
 - (a) *firstly*, up to 20 per cent. of any remaining Interest Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee, except that the Collateral Manager may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Collateral

Manager under this paragraph (Z)(2)(a) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraph (Z)(2)(c) below;

- (b) *secondly*, to the payment of any VAT in respect of the Incentive Collateral Management Fee referred to in paragraph (Z)(2)(a) above (whether payable to the Collateral Manager or directly to the relevant taxing 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(m) (*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 (H) (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 (I) 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 C Notes are the Controlling Class;
- (C) to the payment of the amounts referred to in paragraph (J) of the Interest Proceeds Priority of Payments but only to the extent not paid in full thereunder and to the extent that the Class C Notes are the Controlling Class;
- (D) 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 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;
- (E) 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 that the Class D Notes are the Controlling Class;
- (F) 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 to the extent that the Class D Notes are the Controlling Class;
- (G) 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 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;

- (H) 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 that the Class E Notes are the Controlling Class;
- (I) 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 E Notes are the Controlling Class;
- (J) 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 necessary to cause the Class E Par Value Test that is applicable on such Payment Date with respect to the Class E Notes to be met as of the related Determination Date;
- (K) 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 that the Class F Notes are the Controlling Class;
- (L) 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 F Notes are the Controlling Class;
- (M) 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 necessary to cause the Class F Par Value Test that is applicable on such Payment Date with respect to the Class F Notes to be met as of the related Determination Date;
- (N) 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;
- (O) 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;
- (P)
 - (1) 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 in accordance with the Collateral Management Agreement;
 - (2) after the Reinvestment Period in the case of Principal Proceeds representing Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved 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 in accordance with the Collateral Management Agreement;
- (Q) after the Reinvestment Period, to redeem the Notes in accordance with the Note Payment Sequence;
- (R) after the Reinvestment Period to the payment on a sequential basis of the amounts referred to in paragraphs (W) through (X) (inclusive) of the Interest Proceeds Priority of Payments, but only to the extent not paid in full thereunder; and

- (S) (1) *firstly*, 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) *secondly*, if, after taking into account all prior distributions to Class M-1 Subordinated Noteholders and any distributions to be made to Class M-1 Subordinated Noteholders on such Payment Date including in accordance with the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement Obligation Proceeds Priority of Payments, the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):
 - (a) *firstly*, 20 per cent. of any remaining Principal Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee, except that the Collateral Manager may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Collateral Manager under this paragraph (S)(2)(a) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraph (S)(2)(c) below;
 - (b) *secondly*, to the payment of any VAT in respect of the Incentive Collateral Management Fee referred to in (S)(2)(a) above (whether payable to the Collateral Manager or directly to the relevant taxing 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).

(iii) Application of Collateral Enhancement Obligation Proceeds

Collateral Enhancement Obligation Proceeds in respect of a Due Period that are not paid into the Principal Account or the Interest Account (at the discretion of the Collateral Manager) shall be paid on the Payment Date immediately following such Due Period in the following order of priority:

- (A) to the payment of interest on the Subordinated Notes until the Incentive Collateral Management Fee IRR Threshold has been reached; and
- (B) if the Incentive Collateral Management Fee IRR Threshold has been reached:
 - (1) *firstly*, 20 per cent. of any remaining Collateral Enhancement Obligation Proceeds, to the payment to the Collateral Manager as the accrued but unpaid Incentive Collateral Management Fee due and payable on such Payment Date, except that the Collateral Manager may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Collateral Manager under this paragraph (B)(1) on any Payment Date, provided that any such amounts shall be

applied to the payment of amounts in accordance with paragraph (B)(3) below;

- (2) *secondly*, to the payment of any VAT in respect of the Incentive Collateral Management Fee referred to in paragraph (B)(1) above (whether payable to the Collateral Manager or directly to the relevant taxing authority); and
- (3) *thirdly*, any remaining Collateral Enhancement Obligation 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).

(iv) Taxes

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, payment of the amount so deducted or withheld 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 has arisen.

If the Issuer must account to the recipient of any payment for any amounts in respect of VAT or in respect of any other taxes attributable to any of the items referred to in the Priorities of Payment set out above then such amounts in respect of such taxes shall be paid *pro rata* and *pari passu* with such items (other than in respect of the Incentive Collateral Management Fee at paragraph (Z)(2) of the Interest Proceeds Priority of Payments, paragraph (S)(2) of the Principal Proceeds Priority of Payments, paragraph (B)(2) of the Collateral Enhancement Obligations Proceeds Priority of Payments and paragraph (Z)(2) of the Post-Acceleration Priority of Payments).

(d) Non-payment of Amounts

Failure on the part of the Issuer to pay the Interest Amounts due and payable on the Class X Notes, the Class A Notes or the Class B Notes in accordance with Condition 6 (*Interest*) and the Priorities of Payment by reason solely that there are insufficient funds standing to the credit of the Payment Account shall not constitute an Event of Default unless and until such failure continues for a period of at least five Business Days, save in the case of an administrative error or omission only, where such failure continues for a period of at least seven Business Days and except in each case as the result of any deduction therefrom or the imposition of any withholding thereon as set out in Condition 9 (*Taxation*).

Failure on the part of the Issuer to pay Interest Amounts on the Class C Notes, the Class D Notes, the Class E Notes or the Class F Notes on any Payment Date prior to the Relevant Payment Date as a result of the insufficiency of available Interest Proceeds or Principal Proceeds shall not constitute an Event of Default.

Failure on the part of the Issuer to pay the Class M-2 Subordinated Noteholder Amount to the Class M-2 Subordinated Noteholder as a result of the insufficiency of available Interest Proceeds or Principal Proceeds shall not at any time constitute an Event of Default.

Failure on the part of the Issuer to pay interest and principal amounts on the Subordinated Notes as a result of the insufficiency of available Interest Proceeds or Principal Proceeds shall not at any time constitute an Event of Default.

Subject always, in the case of Interest Amounts payable in respect of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes to Condition 6(c) (*Deferral of Interest*) and save as otherwise provided in respect of any unpaid (a) Class M-2 Subordinated Noteholder Amounts or (b) 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 Payment and will notify the Issuer and the Trustee of such amounts. The Collateral Administrator shall instruct the Account Bank (acting on the basis of the Payment Date Report compiled by the Collateral Administrator on behalf of the Issuer), on behalf of the Issuer not later than 12.00 noon (London time) on the Business Day preceding each Payment Date, to disburse the amounts standing to the credit of the Principal Account, the Unused Proceeds Account and if applicable the Interest 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, the Collateral Enhancement Obligation 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 the Notes from time to time pursuant to the Priorities of Payment so that the amount to be so applied in respect of each Note is a whole amount, not involving any fraction of a 0.01 Euro or, at the discretion of the Collateral Administrator, part of a Euro.

(g) Publication of Amounts

The Collateral Administrator will 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 Euronext Dublin by no later than 11.00 am (London time) on the Business Day following the applicable Payment Date and the Principal Paying Agent 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 Principal Paying Agent 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 the fraud, negligence 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, establish the following accounts with the Account Bank or (as the case may be) with the Custodian:

- the Principal Account;
- the Interest Account;
- the Unused Proceeds Account;
- the Payment Account;
- the Collateral Enhancement Account;
- the Expense Reserve Account;
- the Unfunded Revolver Reserve Account;
- each Currency Account;
- the Interest Smoothing Account;
- the First Period Reserve Account;
- each Counterparty Downgrade Collateral Account;
- each Hedge Termination Account;
- the Contribution Account;
- the Collection Account; and
- the Custody Account.

The Account Bank and the Custodian shall at all times be a financial institution satisfying the Rating Requirement applicable thereto which has the necessary regulatory capacity and licences to perform the services required by it in Ireland. If the Account Bank at any time fails to satisfy the Rating Requirement, it shall inform the Issuer and the Collateral Manager in writing as soon as reasonably practicable, and the Issuer shall use reasonable endeavours to procure that a replacement Account Bank acceptable to the Trustee, which satisfies the Rating Requirement is appointed in accordance with the provisions of the Agency Agreement.

The Issuer shall notify the Rating Agencies of any change in the Account Bank or the Custodian following such replacement's appointment.

Amounts standing to the credit of the Accounts (other than the Unfunded Revolver Reserve Account, each Counterparty Downgrade Collateral Account, the Collection 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 (other than any Counterparty Downgrade Collateral Accounts) 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.

To the extent that any amounts required to be paid into any Account (other than any Counterparty Downgrade Collateral Accounts) 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 Applicable Exchange Rate.

Notwithstanding any other provisions of this Condition 3(i) (*Accounts*) or Condition 3(j) (*Payments to and from the Accounts*), all amounts standing to the credit of each of the Accounts (other than (i) the Interest Account, (ii) the Payment Account, (iii) the Expense Reserve Account, (iv) the Collateral Enhancement Account, (v) all interest accrued on the Accounts, (vi) the Counterparty Downgrade Collateral Accounts, (vii) the First Period Reserve Account, (viii) the Interest Smoothing Account, (ix) the Contribution Account and (x) the Currency Account to the extent that the same represent Sale Proceeds, prepayments or redemptions in respect of Non-Euro Obligations sold subject to and in accordance with the terms of a Currency Hedge Transaction which shall be paid to the relevant Hedge Counterparty in accordance with the terms thereof outside the Priorities of Payment) 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, and all amounts standing to the credit of each of the Interest Account, the Interest Smoothing Account, the Expense Reserve Account, the Collateral Enhancement Account, the First Period Reserve Account and, to the extent not required to be repaid to any Hedge Counterparty, each Counterparty Downgrade Collateral Account shall be transferred to the Payment Account as Interest Proceeds on the Business Day prior to any redemption of the Notes in full.

Application of amounts in respect of Hedge Issuer Tax Credit Payments 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 Payment.

(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:

(A) all principal payments received in respect of any Collateral Debt Obligation including, without limitation:

- (1) Scheduled Principal Proceeds, other than any Hedge Replacement Receipts or Hedge Counterparty Termination Payments;
- (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 and (ii) any Trading Gains required to be paid into the Interest Account in accordance with Condition 3(j)(ii) (*Interest Account*);

- (B) all interest and other amounts received in respect of any Defaulted Obligation for so long as it is a Defaulted Obligation (save for Defaulted Obligation Excess Amounts) and amounts representing the element of deferred interest in any payments received in respect of any PIK Security;
- (C) 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;
- (D) all 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 as determined by the Collateral Manager in its reasonable discretion;
- (E) 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*);
- (F) all Distributions and Sale Proceeds received in respect of Exchanged Securities;
- (G) all Purchased Accrued Interest;
- (H) amounts transferred to the Principal Account from any other Account as required below;
- (I) pending any reinvestment, 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 Collateral Enhancement Account or the Unused Proceeds Account;
- (J) any other amounts received in respect of the Collateral which are not required to be paid into another Account;
- (K) all amounts transferable from the Counterparty Downgrade Collateral Accounts to the Principal Account in accordance with Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*) below;
- (L) all amounts transferred from the Collateral Enhancement Account in accordance with paragraph 3(j)(vi)(B) of Condition 3(j)(vi) (*Collateral Enhancement Account*);
- (M) all amounts transferred from the Expense Reserve Account in accordance with paragraph 3(j)(xi)(B)(3) of Condition 3(j)(xi) (*Expense Reserve Account*);
- (N) all amounts payable into the Principal Account pursuant to paragraph (V) of the Interest Proceeds Priority of Payments upon the failure to meet the Reinvestment Overcollateralisation Test as of any Measurement Date on and after the Effective Date and during the Reinvestment Period;
- (O) all principal payments 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 have not been sold by the Collateral Manager in accordance with the Collateral Management Agreement; and

- (P) all amounts transferred to the Principal Account from the Currency Account pursuant to paragraph (B) of Condition 3(j)(x) (*Currency Accounts*) following exchange of such amounts into Euros (to the extent not already in Euros) by the Issuer following consultation with the Collateral Manager;
- (Q) all Refinancing Proceeds;
- (R) all amounts transferred from the Contribution Account;
- (S) amounts transferred from the Unused Proceeds Account in accordance with paragraph (3) of Condition 3(j)(iii) (*Unused Proceeds Account*); and
- (T) 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*).

The Issuer (or the Collateral Manager acting on behalf of 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:

- (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 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 or, if earlier, the date on which the Coverage Tests are satisfied 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 including any initial principal exchange amounts payable by the Issuer to a Currency Hedge Counterparty pursuant to any Currency Hedge Transaction in connection with funding the acquisition of Non-Euro Obligations (and provided that, in accordance with the Collateral Management Agreement, all costs and expenses payable by the Issuer in connection with the acquisition of any Collateral Debt Obligation, including, without limitation, any assignment or transfer fees, shall be paid by the Issuer out of Interest Proceeds and not Principal Proceeds to the extent that such costs and expenses have not been included in the purchase price of such Collateral Debt Obligation);
- (3) on any Payment Date on which a Refinancing has occurred, all amounts credited to the Principal Account pursuant to paragraph (Q) above in redemption of the relevant Class or Classes of Rated Notes, subject to and in accordance with the applicable paragraphs of Condition 7(b) (*Optional Redemption*);

- (4) 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*); and
- (5) on any Redemption Date upon which a Refinancing of the Rated Notes occurs in whole in accordance with these Conditions, to the Interest Account at the Collateral Manager's discretion, provided that before and immediately following any such transfer on such date (i) the Aggregate Collateral Balance shall be at least equal to the Reinvestment Target Par Balance; (ii) each condition precedent to the applicable Refinancing on such date shall have been satisfied in accordance with these Conditions and the Trust Deed; and (iii) the cumulative aggregate amount transferred or to be transferred in accordance with the foregoing in respect of all Redemption Dates upon which a Refinancing in whole has occurred on or before such date, shall not exceed 1 per cent. of the Target Par Amount. For the avoidance of doubt, any transfer pursuant to this paragraph (5) shall be made in connection with a Refinancing in whole only; and
- (6) on or after the Effective Date but prior to the first Determination Date, no more than 1 per cent. of the Reinvestment Target Par Balance may be transferred to the Interest Account on a cumulative basis (for the avoidance of doubt, excluding amount paid to the Interest Account pursuant to paragraph (5) above), in aggregate and without duplication, from the Unused Proceeds Account and/or the Principal Account, at the discretion of the Collateral Manager acting on behalf of the Issuer; provided that, immediately after giving effect to such transfer, the Aggregate Collateral Balance equals or exceeds the Reinvestment Target Par Balance (provided that, for the purposes of determining the Aggregate Collateral Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its Moody's Collateral Value).

(ii) Interest Account

The Issuer will procure that the following Interest Proceeds are credited to the Interest Account promptly upon receipt thereof:

- (A) all cash payments of interest in respect of the Collateral Debt Obligations other than any Purchased Accrued Interest or any Ramp Accrued Interest, together with all amounts received by the Issuer by way of gross up in respect of such interest and from a tax authority 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 Currency Account and (ii) any interest received in respect of any Defaulted Obligation for so long as it is a Defaulted Obligation other than Defaulted Obligation Excess Amounts;
- (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) (other than in respect of any Counterparty Downgrade Collateral Account); provided that in the case of any interest amount that is not denominated in euro, the Collateral Manager shall instruct the Collateral Administrator to convert such amount at the relevant Spot Rate prior to any transfer of such amount to the Interest Account in accordance with this paragraph (B);
- (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 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) any Ramp Accrued Interest or (iii) any interest received in respect of a Defaulted Obligation save for Defaulted Obligation Excess Amounts);
- (E) all amounts representing the element of deferred interest in any payments received in respect of any Mezzanine Obligation which by its contractual terms provides for the deferral of interest;
- (F) amounts transferred to the Interest Account from the Unused Proceeds Account in the circumstances described under Condition 3(j)(iii) (*Unused Proceeds Account*) below;
- (G) all scheduled commitment fees received by the Issuer in respect of any Revolving Obligations or Delayed Drawdown Collateral Debt Obligations;
- (H) 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;
- (I) all amounts transferred from the Collateral Enhancement Account to the Interest Account in accordance with Condition 3(j)(vi) (*Collateral Enhancement Account*);
- (J) all amounts transferred from the Expense Reserve Account to the Interest Account in accordance with Condition 3(j)(xi) (*Expense Reserve Account*);
- (K) up to 50% of any Trading Gains realised in respect of any Collateral Debt Obligation that the Collateral Manager determines in its discretion (in accordance with the Standard of Care) shall be paid into the Interest Account *provided that* (1) after giving effect to such designation as Interest Proceeds and the distribution thereof in accordance with the Priorities of Payment, (a) paragraph (l) of the Portfolio Profile Tests is satisfied, (b) paragraph (m) of the Portfolio Profile Tests is satisfied, (c) the Aggregate Collateral Balance (for which purposes, the Principal Balance of each Defaulted Obligation shall be the lesser of its Fitch Collateral Value and its Moody's Collateral Value) is greater than or equal to the Reinvestment Target Par Balance, (d) the Class F Par Value Ratio is no less than the Effective Date Class F Par Value Ratio and (e) the Moody's Maximum Weighted Average Rating Factor Test is satisfied, (2) the Restricted Trading Period is not continuing, and (3) no more than 1 per cent. of the Target Par Amount may be transferred to the Interest Account on a cumulative basis at any time after the first Payment Date, then the Collateral Manager may, in its discretion, determine that Trading Gains shall be paid into the Interest Account upon receipt, where Effective Date Class F Par Value Ratio means 108.53 per cent.;
- (L) any Interest Smoothing Amounts which are required to be transferred from the Interest Smoothing Account;
- (M) all Scheduled Periodic Hedge Counterparty Payments payable to the Issuer under any Hedge Transaction;

- (N) all cash payments of interest in respect of any Non-Eligible Issue Date Collateral Debt Obligations or any other asset which did not satisfy the Eligibility Criteria on the date it was required to do so and that have not been sold by the Collateral Manager, other than any Purchased Accrued Interest and Ramp 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 in accordance with the Collateral Management Agreement;
- (O) all amounts transferred from the First Period Reserve Account to the Interest Account in accordance with Condition 3(j)(xii) (*First Period Reserve Account*);
- (P) any Hedge Issuer Tax Credit Payments received by the Issuer;
- (Q) 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; and
- (R) on any Redemption Date upon which a Refinancing of the Rated Notes in whole or in part has occurred in accordance with these Conditions, from the Principal Account at the Collateral Manager's discretion in accordance with paragraph (5) of Condition 3(j)(i) (*Principal Account*).

The Issuer (or an agent on behalf of 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 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 and any amounts to be disbursed pursuant to paragraph (2) below on such Business Day or amounts representing any Hedge Issuer Tax Credit Payments to be disbursed pursuant to paragraph (3) below;
- (2) 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 or costs and expenses payable by the Issuer in connection with such acquisition to the extent that such costs and expenses have not been included in the purchase price of the applicable Collateral Debt Obligation;
- (3) at any time any Scheduled Periodic Interest Rate Hedge Issuer Payments and any Hedge Issuer Tax Credit Payments; and
- (4) 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 an Event of Default which is continuing; (iii) the Determination Date immediately prior to any redemption of the Notes in full; and (iv) the Determination Date upon which a Frequency Switch Event occurs, any Interest Smoothing Amount required to be transferred to the Interest Smoothing Account.

(iii) Unused Proceeds Account

The Issuer shall procure that the following amounts are credited to the Unused Proceeds Account, as applicable:

- (A) an amount transferred from the Collection Account equal to the net proceeds of issue of the Notes;
- (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 in accordance with Condition 17(b) (*Additional Issuances*);
- (C) amounts transferred from the First Period Reserve Account to the Unused Proceeds Account at the direction of the Collateral Manager; and
- (D) all Ramp Accrued Interest.

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) 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;
- (2) 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 Payment, 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
- (3) no later than the Determination Date immediately following the Effective Date, the Balance standing to the credit of the Unused Proceeds Account, 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 (i) immediately after giving effect to such transfer, the Issuer shall have acquired or entered into binding commitments to acquire Collateral Debt Obligations the Aggregate Collateral Balance of which equals or exceeds the Reinvestment Target Par Balance (provided that, for the purposes of determining the Aggregate Collateral Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its Moody's Collateral Value) and (ii) no more than 1 per cent. of the Reinvestment Target Par Balance may be transferred to the Interest Account on a cumulative basis, in aggregate and without duplication, from the Unused Proceeds Account and/or the Principal Account.

(iv) **Payment Account**

The Issuer shall 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 Payment. 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 (or the Collateral Manager on its behalf) shall procure that all Counterparty Downgrade Collateral transferred pursuant to a Hedge Agreement shall be deposited in a separate Counterparty Downgrade Collateral 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 Counterparty Downgrade Collateral Accounts 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 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 or securities standing to the credit of the applicable Counterparty Downgrade Collateral Account shall be segregated from any other funds or securities, as applicable, from any other party in the books and records of the Account Bank or the Custodian, as applicable.

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 out of the relevant Counterparty Downgrade Collateral Account (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 such Hedge Agreement) entered into under such Hedge Agreement pursuant to which all such "Transactions" under such Hedge Agreement are terminated early, solely in or towards payment or transfer of:

- (1) any "Return Amounts" (if applicable and as defined in such Hedge Agreement including, if applicable, the credit support annex thereto);
- (2) any "Interest Amounts" and "Distributions" (if applicable and each as defined in such Hedge Agreement including, if applicable, the credit support annex thereto); and
- (3) any other return or transfer of collateral or other payment amounts in the nature of interest or distributions in respect of collateral in accordance with the terms of such Hedge Agreement (including without limitation in connection with any permitted novation or other transfer of the Hedge Counterparty's obligations thereunder),

directly to the Hedge Counterparty in accordance with the terms of such Hedge Agreement (including, if applicable, the credit support annex thereto);

(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 the relevant Hedge Agreement pursuant to which all "Transactions" under such Hedge Agreement are terminated early where the Issuer enters into one or more Replacement Hedge Agreements 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 Issuer Termination Payments relating to such terminated "Transactions" (to the extent not funded from the relevant Hedge Termination Account);

- (2) *second*, in or towards payment of any Hedge Replacement Payments in respect of Replacement Hedge Transactions relating to such terminated "Transactions" (to the extent not funded from the relevant Hedge Termination Account); and
 - (3) *third*, the surplus amount (if any) standing to the credit of such Counterparty Downgrade Collateral Account 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 such Hedge Agreement are terminated early and if the Issuer, or the Collateral Manager on its behalf, determines not to replace such terminated "Transactions" and Rating Agency Confirmation is received in respect of such determination or termination of such "Transactions" occurs on a Redemption Date or if for any reason the Issuer is unable to enter into one or more Replacement Hedge Agreements 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 Issuer Termination Payments relating to such terminated "Transactions" (to the extent not funded from the relevant Hedge Termination Account); and
 - (2) *second*, the surplus amount (if any) standing to the credit of such Counterparty Downgrade Collateral Account to the Principal Account.
- (vi) Collateral Enhancement Account

The Issuer shall procure that, all Collateral Enhancement Obligation Proceeds are credited on receipt into the Collateral Enhancement Account; on each Payment Date, any Collateral Enhancement Amount applied in payment into the Collateral Enhancement Account pursuant to paragraph (Y) of the Interest Proceeds Priority of Payments, is credited to the Collateral Enhancement Account; and any Collateral Manager Advances are credited on receipt into the Collateral Enhancement 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 Collateral Enhancement Account:

- (A) on the Business Day prior to each Payment Date, all Collateral Enhancement Obligation Proceeds standing to the credit of the Collateral Enhancement Account to be transferred to the Payment Account to the extent required for disbursements pursuant to the Collateral Enhancement Obligation Proceeds Priority of Payments, save for amounts deposited after the end of the related Due Period;
- (B) at any time to the Principal Account (x) during the Reinvestment Period to reinvest in Substitute Collateral Debt Obligations or (y) otherwise for distribution on the next following Payment Date in accordance with the Priorities of Payment;
- (C) at any time to the Interest Account for distribution in accordance with the Priorities of Payment;
- (D) at any time in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Obligations, in accordance with the terms of the Collateral Management Agreement; and
- (E) at any time to purchase any Rated Notes in accordance with Condition 7(k) (*Purchase*).

For the avoidance of doubt, the Collateral Manager may, in its sole discretion, but shall not be obliged to, direct the Issuer to transfer all or any portion of the Balance standing to the credit of the Collateral Enhancement Account to the Payment Account to be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments.

(vii) The 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, Delayed Drawdown Collateral Debt Obligation, an amount 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 amounts posted thereafter as collateral (which do not constitute Funded Amounts), in each case pursuant to paragraph (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 paragraph (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 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; and
- (4) all interest accrued on the Balance standing to the credit of the Unfunded Revolver Reserve Account from time to time to the Interest Account.

(viii) Interest Smoothing Account

On the Business Day following each Determination Date the Interest Smoothing Amount (if any) shall be credited to the Interest Smoothing Account from the Interest Account provided that such transfer shall not be made on:

- (A) the first Determination Date following the Issue Date;
- (B) a Determination Date following the occurrence of an Event of Default which is continuing;
- (C) the Determination Date immediately prior to any redemption of the Notes in full; or
- (D) any Determination Date on or following the occurrence of a Frequency Switch Event.

The Issuer shall procure on each 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.

(ix) Hedge Termination Accounts

The Issuer shall procure that all Hedge Counterparty Termination Payments and Hedge Replacement Receipts are paid into the relevant Hedge Termination Account promptly upon receipt thereof.

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) out of the relevant Hedge Termination Account 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 Issuer Termination Payment, as applicable, 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 Counterparty Termination Payments 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 Hedge Transaction in accordance with the Collateral Management Agreement; and
- (C) in the case of any Hedge Counterparty Termination Payments 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 and Rating Agency Confirmation is received in respect of such determination (other than where such determination is made in connection with a Currency Hedge Transaction which has been terminated, in whole or in part, solely as a result of the sale or prepayment or redemption or repayment of the relevant Non-Euro Obligation); or
 - (2) termination of the Hedge Transaction under which such Hedge Counterparty Termination Payments are payable occurs on a Redemption Date; or
 - (3) to the extent that such Hedge Counterparty Termination Payments are not required for application towards costs of entry into a Replacement Hedge Transaction,

in payment of such amounts (save for accrued interest thereon) to the Principal Account.

(x) Currency Accounts

The Issuer shall procure that all amounts received in respect of any Non-Euro Obligations (including Sale Proceeds, prepayments or redemptions and including any initial principal exchange amounts received by the Issuer from a Currency Hedge Counterparty in connection with funding the acquisition of Non-Euro Obligations pursuant to a Currency Hedge Transaction, but excluding Hedge Replacement Receipts and Hedge Counterparty Termination Payments) to the extent not required to be paid directly to the Interest Account or Principal Account are paid into the appropriate Currency Account in the currency of receipt thereof. A separate Currency Account will be established in respect of each applicable currency.

The Issuer shall procure payment of the following amounts (and shall ensure that payment of no other amount is made) out of the Currency Account:

- (A) at any time, all amounts payable by the Issuer to the Currency Hedge Counterparty under any Currency Hedge Transaction save for Currency Hedge Issuer Termination Payments (other than where such Currency Hedge Issuer Termination Payments arise in connection with the termination of a Currency Hedge Transaction, in whole or in part, in circumstances where no Replacement Hedge Transaction is entered into by the Issuer which gives rise to a Hedge Replacement Receipt, including where a Currency Hedge Transaction has been terminated, in whole or in part, solely as a result of the sale or prepayment or redemption or repayment of the relevant Non-Euro Obligation), Hedge Replacement Payments, and any initial principal exchange amounts payable by the Issuer to a Currency Hedge Counterparty under any Currency Hedge Transaction in connection with funding the acquisition of Non-Euro Obligations which for the avoidance of doubt shall be payable out of amounts standing to the credit of the Principal Account;
- (B) cash amounts representing any excess standing to the credit of the Currency Account after paying, or provision for the payment of any amounts to be paid to, any Currency Hedge Counterparty pursuant to paragraph (A) above shall, upon direction by the Collateral Manager, be converted into Euro at the Spot Rate by the Collateral Administrator on behalf of the Issuer following consultation with the Collateral Manager and transferred to the Principal Account; and
- (C) at any time, in the amount of any initial principal exchange amounts received by the Issuer from a Currency Hedge Counterparty under a Currency Hedge Transaction to be applied in connection with the acquisition of Non-Euro Obligations in accordance with the terms of and to the extent permitted under the Collateral Management Agreement.

(xi) Expense Reserve Account

The Issuer shall procure that the following amounts are paid into the Expense Reserve Account:

- (A) on the Issue Date, an amount determined on the Issue Date for the payment of amounts due or accrued in connection with the issue of the Notes or any Interest Rate Hedge Transaction, in accordance with, respectively, paragraphs (1) and (2) below; and
- (B) any Ongoing Expense Reserve Amount applied in payment into the Expense Reserve Account pursuant to paragraph (C) of the Interest Proceeds Priority of Payments.

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) 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 (which, for the avoidance of doubt, shall not be subject to the Senior Expenses Cap in respect of the first Due Period);
- (2) amounts due or accrued with respect to actions taken on or in connection with the Issue Date with respect to any Interest Rate Hedge Transaction;
- (3) 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); and
- (4) at any time, the amount of any Trustee Fees and Expenses and Administrative Expenses which have accrued and become payable prior to the immediately following Payment Date, upon, solely in the case of any Trustee Fees and Expenses or Administrative Expenses which are not indemnity payments, 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.

(xii) First Period Reserve Account

The Issuer shall direct the Account Bank (acting on the instructions of the Collateral Administrator) to deposit €1,250,000 in the First Period Reserve Account on the Issue Date. At any time prior to the Determination Date related to the first Payment Date at the discretion of the Collateral Manager, the funds in the First Period Reserve Account may be transferred to the Unused Proceeds Account. On the Determination Date relating to the first Payment Date all of the funds in the First Period Reserve Account shall be transferred to the Interest Account for distribution on the first Payment Date.

(xiii) Collection Account

The Issuer (or an agent acting on behalf of the Issuer) shall procure that the following amounts are credited to the Collection Account:

- (A) on the Issue Date, the net proceeds of issue of the Notes; and
- (B) all amounts received in respect of any Collateral (excluding any Counterparty Downgrade Collateral).

The Issuer shall procure payment of the following amounts (and shall procure that no other amounts are paid) out of the Collection Account:

- (1) on or about the Issue Date, an amount equal to the net proceeds of the issue of the Notes to the Unused Proceeds Account; and
- (2) subject to the prior payment of the amount in paragraph (1) above, in transfer to the other Accounts to which such funds are required to be credited to in accordance with Condition 3(i) (*Accounts*) on a daily basis such that the balance standing to the credit of the Collection Account at the end of each Business Day is zero.

(xiv) Contribution Account

At any time during 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 subject to satisfaction of the conditions set out in Condition 2(n) (*Contributions*), and will notify the Trustee of any such acceptance; provided that in the case of paragraph (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 Contribution Account.

The Issuer shall procure payment of Contributions standing to the credit of the Contribution Account (and shall ensure that payment of no other amount is made, save to the extent otherwise permitted above) out of the Contribution 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:

- (1) at any time, to the Principal Account for distribution on the next following Payment Date in accordance with the Priorities of Payment;
- (2) 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 Payment;
- (3) at any time, in the acquisition of, or in respect of any exercise of any option or warrant comprised in, Collateral Enhancement Obligations, in accordance with the terms of the Collateral Management Agreement;
- (4) 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*);
- (5) on 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 Payment, 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, or to the purchase of additional Collateral Debt Obligations until an Effective Date Rating Event is no longer continuing; and
- (6) the Balance standing to the credit of the Contribution 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): (i) at the direction of the Collateral Manager at any time prior to an Event of Default; or (ii) automatically upon an acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*).

No Contribution or portion thereof will be returned to the Contributor at any time (other than in accordance with the Priorities of Payment). All interest accrued on amounts standing to the credit of the Contribution 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 Contribution 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 Payment.

(k) Collateral Manager Advances

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 Obligations which the Collateral Manager determines on behalf of the Issuer should be purchased or exercised, the Collateral Manager may, at its discretion, pay amounts required in order to fund such purchase or exercise (such amount, a "**Collateral Manager Advance**") to such Account pursuant to the terms of the Collateral Management Agreement. Each Collateral Manager Advance may bear interest at such rate as determined by the Collateral Manager provided that such rate of interest shall not exceed a rate of EURIBOR plus 2 per cent. per annum. The Collateral Manager shall notify the Collateral Administrator in writing of each Collateral Manager Advance made (including the applicable rate of interest thereon), save that any such failure to notify shall not invalidate the making of any such advance. All such Collateral Manager Advances shall be repaid out of Interest Proceeds and Principal Proceeds on each Payment Date pursuant to the Priorities of Payment. The aggregate amount outstanding of all Collateral Manager Advances shall not, at any time, exceed €10,000,000 or such greater number as the Subordinated Noteholders may approve, acting by way of an Ordinary Resolution. The Collateral Manager shall be limited to making not more than three Collateral Manager Advances pursuant to this Condition 3(k) (*Collateral Manager Advances*), each such Collateral Manager Advance shall be in an amount not less than €1,000,000 and the making of any Collateral Manager Advance shall be subject to the condition that each Par Value Test will be satisfied immediately after giving effect to any such Collateral Manager Advance.

(l) Unscheduled Payment Dates

The Issuer and the Collateral Manager may (and must if so directed by the Subordinated Noteholders acting by Ordinary Resolution) designate a date (other than a scheduled Payment Date and a Redemption Date) as a Payment Date (each an "**unscheduled Payment Date**") if the following conditions are met:

- (i) the proposed unscheduled Payment Date is a Business Day falling after the date upon which the Rated Notes have been repaid or redeemed in full;
- (ii) the unscheduled Payment Date falls no less than 5 Business Days after the Collateral Manager (on behalf of the Issuer) has notified the Collateral Administrator, the Principal Paying Agent and the Noteholders of the intended date of the unscheduled payment;
- (iii) the proposed unscheduled Payment Date falls more than 5 Business Days prior to a scheduled Payment Date; and
- (iv) the proposed unscheduled Payment Date falls no less than 5 Business Days after any previous scheduled or unscheduled Payment Date.

(m) 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 and any Partial Redemption Interest Proceeds transferred to the Payment Account in connection with, in each case, the Optional Redemption in part of any Class or Classes of Rated Notes in part but not in whole, 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 such 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 (and, in the case of any Partial Redemption Date that is a Payment Date, without duplication of any amounts received, or to be received, by any Class of Notes pursuant to the Principal Proceeds Priority of Payment, the Interest Proceeds Priority of Payment or Post-Acceleration Priority of Payments); and
 - (iv) any remaining amounts to be deposited in the Interest Account as Interest Proceeds.
- (n) Application of Regulatory Refinancing Proceeds

On any Regulatory Refinancing Date, Regulatory Refinancing Proceeds and Regulatory Refinancing Interest Proceeds (after the application of Interest Proceeds under Condition 3(c)(i) (*Application of Interest Proceeds*) if such date is otherwise a Payment Date), shall be applied in the following order of priority (the "**Regulatory Refinancing Proceeds Priority of Payments**"):

- (i) to the payment of accrued and unpaid Trustee Fees and Expenses, to the extent incurred in connection with such Regulatory Refinancing;
 - (ii) to the payment of Administrative Expenses in the priority stated in the definition thereof, to the extent incurred in connection with such Regulatory Refinancing;
 - (iii) to pay the Regulatory Refinancing Redemption Price of the Specified Percentage of each Class of Notes being redeemed, with the Regulatory Refinancing Redemption Price of each Class of Rated Notes being paid in full prior to the payment of the Regulatory Refinancing Redemption Price of the Subordinated Notes; and
 - (iv) any remaining amounts, to be deposited in the Interest Account as Interest Proceeds.
- (o) Deferral on the Class M-2 Subordinated Notes

Any election by a Class M-2 Subordinated Noteholder to defer payment of some or all of the amounts that would have been payable to it under the Interest Proceeds Priority of Payments must be made in writing and provided, together with evidence of its holding and authority, to the Issuer, the Trustee and the Collateral Administrator, not later than two Business Days prior to the relevant Determination Date. No Deferred Class M-2 Subordinated Noteholder Amounts shall accrue interest.

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, the Placement Agency 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 itself and the other 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 Obligations, Eligible Investments standing to the credit of each of the Accounts (other than Counterparty Downgrade Collateral Accounts) and any other investments (other than the 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 Securities, Collateral Enhancement 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 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 (other than the Counterparty Downgrade Collateral 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 the Counterparty Downgrade Collateral Accounts; 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 the Counterparty Downgrade Collateral Accounts and all moneys from time to time standing to the credit of the Counterparty Downgrade Collateral Accounts and the debts represented thereby, subject, in each case, to the rights of any Hedge Counterparty to Counterparty Downgrade Collateral and in respect of the Counterparty Downgrade Collateral Account pursuant to the terms of the relevant Hedge Agreement and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*) and any first priority security interest granted by the Issuer to the relevant Hedge Counterparty in relation thereto;
- (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 is without prejudice to, and after giving effect to, any contractual netting or set-off provision under the relevant Hedge Agreement and 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 any Collateral Acquisition Agreements and all sums derived therefrom;

- (xi) an assignment by way of security of all of the Issuer's present and future rights under any other Transaction Document and all sums derived therefrom; and
- (xii) 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 (xii) (inclusive) above, all of the Issuer's rights in respect of the Irish Excluded Assets.

Pursuant to the Irish Security Agreement, the Issuer shall, on or about the Issue Date, create in favour of the Trustee for the benefit of itself and the other Secured Parties, an Irish law first fixed charge and first floating charge over all present and future rights of the Issuer in respect of each of the Accounts (other than the Counterparty Downgrade Collateral 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.

The security created pursuant to paragraphs (i) to (xii) (inclusive) above and pursuant to the Irish Security Agreement is granted to the Trustee for itself and as trustee for the other Secured Parties as continuing security for the payment of the Secured Obligations provided that the security granted by the Issuer over any collateral provided to the Issuer pursuant to a Hedge Agreement will only be available to the Secured Parties (other than with respect to the collateral provided to the relevant Hedge Counterparty pursuant to such Hedge Agreement and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*)) when such collateral is expressed to be available to the Issuer in accordance with the applicable Hedge Agreement and the Conditions and (if a title transfer arrangement) to the extent that no equivalent amount is owed to the relevant Hedge Counterparty pursuant to the relevant Hedge Agreement and/or Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*). The security will extend to the ultimate balance of all sums payable by the Issuer in respect of the above, regardless of any intermediate payment or discharge in whole or 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 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:

- (A) by way of a first priority security interest to a Hedge Counterparty over the relevant Counterparty Downgrade Collateral Account and any Counterparty Downgrade Collateral deposited by such Hedge Counterparty in the relevant Counterparty Downgrade Collateral Account as security for the Issuer's obligations to repay or return the Counterparty Downgrade Collateral and to make any termination payments due to the relevant Hedge Counterparty in each case pursuant to the terms of the applicable Hedge Agreement (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) and Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*); and/or

- (B) 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 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(j)(vii) (*The Unfunded Revolver Reserve Account*) (including Rating Agency Confirmation),

in each case, excluding all of the Issuer's rights in respect of the Irish Excluded Assets.

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 is appointed in accordance with the provisions of 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, the Principal Paying Agent 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, principal paying agent 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. 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 and the Irish Security Agreement, shall be applied in accordance with the priorities of payment set out in Condition 11 (*Enforcement*).

(c) Limited Recourse

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 Payment and Condition 3(j) (*Payments to and from the Accounts*). Notwithstanding anything to the contrary in these Conditions, the Irish Security Agreement or any other Transaction Document, if the net proceeds of realisation of the security constituted by the Trust Deed and the Irish Security Agreement, upon enforcement thereof in accordance with Condition 11 (*Enforcement*) and the provisions of the Trust Deed and the Irish Security Agreement, 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 claims, obligations, debts and liabilities of the Issuer in respect of the Notes of each Class and its obligations, debts and liabilities 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 Payment. In such circumstances, the other assets (including the Irish Excluded Assets) of the Issuer will not be available for payment of such shortfall which shall be borne by the Noteholders and the other Secured Parties in accordance with the Priorities of Payment (applied in reverse order). The rights of the Secured Parties to receive any further amounts in respect of such claims, obligations, debts and liabilities 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, proceedings for the appointment of a liquidator, examiner, administrator or similar official or other proceedings under any applicable bankruptcy or similar law in connection with any claims, obligations, debts and liabilities of the Issuer relating to the Notes of any Class, the Trust Deed, the Irish Security Agreement 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 or judgment as to the obligations of the Issuer and without limitation to the Trustee's right to enforce and/or realise the security constituted by the Trust Deed and the Irish Security Agreement (including by appointing a receiver or an administrative receiver).

In addition, none of the Noteholders or any of the other Secured Parties shall have any recourse against any director, shareholder, agent, employee or officer of the Issuer in respect of any obligations, covenants or agreements entered into or made by the Issuer pursuant to the terms of these Conditions, the Irish Security Agreement or any other Transaction Document to which the Issuer is a party or any notice or documents which it is requested to deliver hereunder or thereunder.

None of the Trustee, the Directors, the Placement Agent, the Corporate Services Provider, the Collateral Manager, the Retention Holder and any Agent has any obligation to any Noteholder of any Class for payment of any amount by the Issuer in respect of the Notes of any Class.

(d) Acquisition and Sale of Portfolio

Prior to the Issue Date, the Issuer acquired certain Collateral Debt Obligations pursuant to the Warehouse Arrangements. The Collateral Manager is required to manage the Portfolio and to act in specific circumstances in relation to the Portfolio on behalf of the Issuer pursuant to the terms of, and subject to the parameters set out in, the Collateral Management Agreement and subject to the overall supervision and control of the Issuer. The duties of the Collateral Manager subject to the Standard of Care in, and the other provisions of, the Collateral Management Agreement, with respect to the Portfolio include (amongst others) the use of reasonable endeavours to:

- (i) purchase Collateral Debt Obligations on or prior to the Issue Date and during the Initial Investment Period;
- (ii) invest the amounts standing to the credit of the Accounts (other than the Counterparty Downgrade Collateral Accounts, the Unfunded Revolver Reserve Account, the Collection Account and the Payment Account) in Eligible Investments; and
- (iii) sell certain of the Collateral Debt Obligations and reinvest the Principal Proceeds received from such sale or from repayments on such Collateral Debt Obligations in Substitute Collateral Debt Obligations in accordance with the criteria set out in the Collateral Management Agreement.

The Collateral Manager is required to monitor the Collateral Debt Obligations with a view to seeking to determine whether any Collateral Debt Obligation has converted into, or been exchanged for, an Exchanged Security or Defaulted Obligation, provided that, if it fails to do so, it will not have any liability to the Issuer except by reason of acts constituting bad faith, wilful misconduct, fraud or gross

negligence (with such term given its meaning under New York law) or reckless disregard in the performance of its obligations. No Noteholder shall have any recourse against any of the Issuer, the Collateral Manager, the Retention Holder, the Collateral Administrator, the Custodian, the Principal Paying Agent, the Registrar or the Trustee for any loss suffered as a result of such failure.

Under the Collateral Management Agreement, the Retention Holder, the holders of the Subordinated Notes and the Controlling Class (provided such Notes are not in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes) have certain rights in respect of the removal of the Collateral Manager and appointment of a replacement Collateral Manager.

(e) 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, subject to and in accordance with the management criteria set out in the Collateral Management Agreement.

(f) Securitisation Regulation

Pursuant to the Collateral Management Agreement, the Issuer has agreed to be designated as the entity required to fulfil the EU Disclosure Requirements. The Issuer will assume all costs of complying with the EU Disclosure Requirements (including the properly incurred costs and expenses (including legal fees) of all parties incurred in connection with any amendment of the Transaction Documents for this purpose) and shall reimburse each of the Collateral Manager and the Collateral Administrator for any such costs incurred by the Collateral Manager or the Collateral Administrator in connection with the preparation and filing of such information and reports required pursuant to the provisions of the Securitisation Regulation, such costs to be paid as Trustee Fees and Expenses and/or Administrative Expenses, as applicable.

(g) Information Regarding the Collateral

The Issuer shall procure that a copy of:

- (i) each Monthly Report and any Payment Date Report is made available to any person that certifies (in the form set out in the Collateral Management Agreement, which certificate may be given electronically and upon which certificate the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) to the Collateral Administrator that it is:
 - (A) the Trustee, the Collateral Manager, the Placement Agent, a Hedge Counterparty, a Rating Agency or a Noteholder; and
 - (B) a potential investor in the Notes or a competent authority (as determined under the Securitisation Regulation); and
- (ii) following the Securitisation Regulation Reporting Effective Date only, each Portfolio Report and Investor Report is made available to each person that certifies (in the form set out in the Collateral Management Agreement, which certificate may be given electronically and upon which certificate the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) that it is the Trustee, the Collateral Manager, the Placement Agent, a

Hedge Counterparty, a Rating Agency, a Noteholder, a potential investor in the Notes or a competent authority (as determined under the Securitisation Regulation),

in each case, within two Business Days of publication thereof in accordance with the terms of the Collateral Management Agreement.

5. Covenants of and Restrictions on the Issuer

(a) Covenants of the Issuer

Unless otherwise provided and as more fully described in the Transaction Documents, 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 any Collateral Acquisition Agreements;
 - (G) under the Risk Retention Letter;
 - (H) under any Hedge Agreements; and
 - (I) any other Transaction Documents;
- (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 in Ireland and nowhere else (and in particular outside of the United States) and will not establish a branch, agency or other permanent establishment (and in this regard no account shall be taken of the activities which the Collateral Manager and the Collateral Administrator carries out on behalf of the Issuer pursuant to the Collateral Management Agreement irrespective of whether such activities constitute a permanent establishment or not) or place of business (save for the activities conducted by the Collateral Manager on behalf of the Issuer pursuant to the Collateral Management Agreement) or register as a company in the United States or anywhere else outside of Ireland;
- (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 Global Exchange Market of Euronext Dublin 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 approval of the Trustee) decide;

- (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 Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings (recast)) and its tax residence is and remains at all times in Ireland;
- (x) ensure an agent is appointed to assist in creating and maintaining the Issuer's website to enable the Rating Agencies to comply with Rule 17g-5;
- (xi) act as an entity that issues notes to investors and uses the majority of the proceeds to purchase interests in loans from one or more other lenders within the meaning of the 2012 ECB guidance to Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 (which may include where such purchase is effected by way of novation);
- (xii) maintain its central management and control and its place of effective management only in Ireland and in particular shall not be treated under any of the double taxation treaties entered into by Ireland as being resident in any other jurisdiction;
- (xiii) conduct its business and affairs such that, at all times:
 - (A) it shall maintain its registered office in Ireland;
 - (B) it shall hold all meetings of its board of Directors in Ireland and ensure that all of its directors are resident in Ireland for tax purposes, that they will exercise their control over the business of the Issuer independently and that those directors (acting independently) exercise their authority only from and within Ireland by taking all key decisions relating to the Issuer in Ireland;
 - (C) it shall not open any office or branch or place of business outside of Ireland; and
- (xiv) ensure that its tax residence is and remains at all times in Ireland.

(b) Restrictions on the Issuer

As more fully described in the Trust Deed, 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 (and in the case of paragraph (vi) below only, subject to Rating Agency Confirmation from Moody's):

- (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, a Hedge Agreement, these Conditions or the Transaction Documents;
- (iii) engage in any business other than:
 - (A) acquiring and holding any property, assets or rights that are capable of being effectively charged 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 or the Irish Security Agreement;
- (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; or
- (D) performing any act incidental to or necessary in connection with any of the above;
- (iv) amend any term or Condition of the Notes of any Class (save in accordance with these Conditions and the Trust Deed);
- (v) agree to any amendment to any provision of, or grant 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 (save in accordance with these Conditions and the Trust Deed and, in respect of each Transaction Document, the terms thereof);
- (vi) incur any indebtedness for borrowed money, other than in respect of:
 - (A) the Notes (including the issuance of any additional Notes pursuant to Condition 17 (*Additional Issuances*)) 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 or the Collateral Management Agreement;
- (vii) amend its Constitution (other than as required pursuant to a change in law);
- (viii) have any subsidiaries or establish any offices, branches or other "establishment" (as that term is used in Article 2(10) of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings (recast)) outside of Ireland;
- (ix) have any employees (for the avoidance of doubt the Directors of the Issuer do not constitute employees);
- (x) enter into any reconstruction, amalgamation, merger or consolidation;
- (xi) 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;
- (xii) 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;
- (xiii) 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 it 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;

- (xiv) 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;
- (xv) enter into any lease in respect of, or own, premises;
- (xvi) commingle its assets with those of any other Person or entity; or
- (xvii) act as an entity that issues notes to investors and uses any of the proceeds to grant new loans for its own account, within the meaning of the 2012 ECB guidance to Regulation (EC) No. 24/2009 of the European Central Bank of 19 December 2008 (provided that the acquisition of an interest in a loan by way of novation shall not constitute a new loan for the purposes of this restriction).

6. Interest

(a) Payment Dates

(i) Rated Notes

The Rated 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 in January 2020; (B) in respect of each six month Accrual Period, semi-annually; and (C) in respect of each three month Accrual Period, quarterly, in each case in arrear on each Payment Date.

(ii) Subordinated Notes

In addition to the payment of any Class M-2 Subordinated Noteholder Amounts in respect of the Class M-2 Subordinated Notes, interest shall be payable on the Subordinated Notes to the extent funds are available in accordance with paragraph (Z) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments, and paragraph (Z) of the Post-Acceleration Priority of Payments on each Relevant 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 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 the Subordinated Notes remains Outstanding at all times and any amounts which are to be applied in redemption of the Subordinated Notes pursuant hereto which are in excess of the Principal Amount Outstanding thereof minus €1, shall constitute interest payable in respect of the Subordinated 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 the Subordinated 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 each Relevant Payment Date following payment in full of amounts payable pursuant to the Priorities of Payment.

(b) Interest Accrual

(i) Rated Notes

Each Rated 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, and including, to the relevant holders under these Conditions).

(ii) Subordinated Notes

Payments 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 or, where applicable, other net proceeds of enforcement of the security over the Collateral remain available for distribution in accordance with the Priorities of Payment.

(c) Deferral of Interest

(i) 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 and the Class F 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 Payment.

(ii) In the case of the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes an amount of interest equal to any shortfall in payment of the Interest Amount which would, but for paragraph (i) above, otherwise be due and payable in respect of any of such Classes of Notes on any Payment Date in accordance with the Interest Proceeds Priority of Payments (each such amount being referred to as "**Deferred Interest**") will not be due and 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 and the Class F 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 such Notes, as applicable, will not be an Event of Default until the Maturity Date or any earlier date of redemption in full of the Notes.

(d) Payment of Deferred Interest

Deferred Interest in respect of any Class C Note, Class D Note, Class E Note or Class F Note shall only become payable by the Issuer in accordance with the Priorities of Payment, to the extent that Interest Proceeds or Principal Proceeds, as applicable, are available to make such payment in accordance with the Priorities of Payment (and, if applicable, the Note Payment Sequence). Deferred Interest on the Class C Notes and/or Class D Notes and/or the Class E Notes and/or the Class F Notes, as applicable will be added to the principal amount of the Class C Notes and/or Class D Notes and/or the Class E Notes and/or the Class F 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 Class D Notes and/or Class E Notes and/or Class F Notes, as applicable.

(e) Interest on the Rated Notes

(i) Floating Rate of Interest

The rate of interest (each a **Rate of Interest**) from time to time in respect of the Floating Rate Notes 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 12-month Euro deposits;
- (2) in the case of each Interest Determination Date other than the initial Interest Determination Date and prior to the occurrence of a Frequency Switch Event, the Calculation Agent will determine (i) the offered rate for 3-month Euro deposits; and (ii) the offered rate for 6-month Euro deposits; and
- (3) in the case of each Interest Determination Date 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 (London time) on the Interest Determination Date in question ("**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 relevant Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (as defined below) in respect of (i) the initial Accrual Period, the rate referred to in paragraph (1) above; (ii) each six month Accrual Period, the rate referred to in paragraph (2)(i) or paragraph (3) above (as applicable); and (iii) each three month Accrual Period, the rate referred to in paragraph (2)(ii), above, in each case 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 (A) 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 Collateral Manager on behalf of the Issuer, subject to Condition 6(e)(iv) (*Reference Banks and Calculation Agent*)) acting in each case through its principal Euro zone office (the "**Reference Banks**") to provide the Calculation Agent with its offered quotation to leading banks for Euro deposits in the Euro zone interbank market:

- (1) in the case of the initial Accrual Period, for a straight line interpolation of the offered quotation for 6-month and 12-month Euro deposits;
- (2) in respect of each Interest Determination Date other than the initial Interest Determination Date and prior to the occurrence of a Frequency Switch Event, for a period of (i) 3 months; and (ii) 6 months; and
- (3) in respect of each Interest Determination Date following the occurrence of a Frequency Switch Event, for a period of 6 months,

in each case, as at 11.00 am (London time) on the Interest Determination Date in question. The relevant 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, in respect of (i) the initial Accrual Period; the quotations referred to in paragraph (1) above; (ii) each six month Accrual Period, the quotations referred to in paragraph (2)(i) or paragraph (3) above (as applicable); and (iii) each three month Accrual Period, the quotations referred to in paragraph (2)(ii) above (or of such quotations, 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 quotations, for the next Accrual Period:

- (1) the Collateral Manager may (but is not be obliged to) propose an alternative to the offered quotations referred to in Condition 6(e)(i)(B)(1), (2) and (3) (the "**Collateral Manager Alternative Quotations**") to the Controlling Class by written notification thereof within 10 Business Days of the Interest Determination Date which the Controlling Class may consent to by way of Ordinary Resolution within 5 Business Days of receipt of such written notification;
- (2) if (a) the Collateral Manager does not propose a Collateral Manager Alternative Quotations pursuant to paragraph (1) above, then the Controlling Class may (but shall not be obliged to) (acting by Ordinary Resolution) propose its own alternative to the offered quotations referred to in Condition 6(e)(i)(B)(1), (2) and (3) (the "**Controlling Class Alternative Quotations**") to the Collateral Manager within 5 Business Days of the Interest Determination Date; or (b) the Collateral Manager proposes a Collateral Manager Alternative Quotations to be applied pursuant to paragraph (1) above and the Controlling Class (acting by way of Ordinary Resolution) does not consent to the use of such Collateral Manager Alternative Quotations within 5 Business Days of written notification thereof, then the Controlling Class may (but shall not be obliged to) (acting by Ordinary Resolution) propose a Controlling Class Alternative Quotations within 5 Business Days of receipt of the written proposal from the Collateral Manager under paragraph (1) above. The use of any such Controlling Class Alternative Quotations is subject to the consent of the Collateral Manager to be given within 5 Business Days of receipt of the proposal for the Controlling Class Alternative Quotations from the Controlling Class.
- (3) If the Collateral Manager and the Controlling Class agree the Collateral Manager Alternative Quotations described in paragraph (1) above or the Controlling Class Alternative Quotations described in paragraph (2) above, then the relevant Rate of Interest for such next 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 the relevant Collateral Manager Alternative Quotations or Controlling Class Alternative Quotations (as applicable) or with such modifications to such calculations as may be agreed as part of the Collateral Manager Alternative Quotations or Controlling Class Alternative Quotations (as applicable) in respect of (i) the initial Accrual Period; (ii) each six month Accrual Period, and (iii) each three month Accrual Period, all as determined by the Calculation Agent;

- (4) if (a) the Collateral Manager does not make a proposal for a Collateral Manager Alternative Quotations or such Collateral Manager Alternative Quotations are not consented to by the Controlling Class under paragraph (1) above, or (b) the Controlling Class does not propose a Controlling Class Alternative Quotations or the Collateral Manager does not consent to the Controlling Class Alternative Quotations proposed under paragraph (2) above, in each case within the relevant time period specified under paragraphs (1) and (2) above (as applicable), then the relevant Rate of Interest for the next Accrual Period shall be the respective 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 relevant 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 X Notes: 0.54 per cent. per annum;
- (2) in the case of the Class A Notes: 1.14 per cent. per annum;
- (3) in the case of the Class B-1 Notes: 1.90 per cent. per annum;
- (4) in the case of the Class C Notes: 2.75 per cent. per annum;
- (5) in the case of the Class D Notes: 3.90 per cent. per annum;
- (6) in the case of the Class E Notes: 5.90 per cent. per annum; and
- (7) in the case of the Class F Notes: 8.39 per cent. per annum,

notwithstanding paragraphs (A), (B) and (C) above, if, in relation to any Interest Determination Date, EURIBOR as determined in accordance with paragraphs (A), (B) and (C) above would yield a rate less than zero, such rate shall be deemed to be zero for the purposes of determining the relevant Rate of Interest pursuant to this Condition 6(e)(i) (*Floating Rate of Interest*).

(ii) Determination of Floating Rate of Interest and Calculation of Interest Amount

In respect of each Accrual Period, the Calculation Agent will, as soon as practicable (and in any event (i) for each Accrual Period following the occurrence of a Frequency Switch Event, not later than the Business Day following the relevant Interest Determination Date; and (ii) for each Accrual Period prior to the occurrence of a Frequency Switch Event and for any Accrual Period during which a Frequency Switch Event occurs, not later than the Determination Date immediately preceding the relevant Payment Date), determine the Rates of Interest and calculate the interest amount payable in respect of original principal amounts of the Floating Rate Notes 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 Floating Rate Notes shall be calculated by applying the relevant Rate of Interest to an amount equal to the Principal Amount Outstanding in respect of such Authorised Integral Amount in respect of the relevant Class of Notes,

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 the Class B-2 Interest Amounts

The Calculation Agent will as soon as practicable after 11.00 am (London time) on the Interest Determination Date in question, but in no event later than the Business Day after such date, calculate the amount of interest (an "**Interest Amount**") payable in respect of the Class B-2 Notes for the relevant Accrual Period by applying the Class B-2 Fixed Rate of Interest to an amount equal to the Principal Amount Outstanding in respect of the such Authorised Integral Amount, 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 B-2 Fixed Rate of Interest**" means 2.55 per cent. per annum.

(iv) Reference Banks and Calculation Agent

The Issuer will procure that, so long as any Rated 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 a relevant Rate of Interest is 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) 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 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.

(f) Determinations in respect of Subordinated Notes

In respect of the Class M-2 Subordinated Notes, the Calculation Agent will calculate each Class M-2 Subordinated Noteholder Amount in accordance with the definition thereof, in each case, rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards) and with each Class M-2 Subordinated Note entitled to its pro rata share of any such amount.

In respect of Subordinated Notes, the Calculation Agent will on each Determination Date calculate the proceeds payable (other than the Class M-2 Subordinated Noteholder Amount as set out above) 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 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 proceeds to be applied on the Subordinated Notes on the applicable Payment Date pursuant to paragraph (Z) of the Interest Proceeds Priority of Payments, paragraph (S) of the Principal Proceeds Priority of Payments, paragraph (B) of the Collateral Enhancement Obligation Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments by fractions equal to the amount of such Authorised Integral Amount, as applicable, divided by the aggregate original principal amount of the Subordinated Notes.

Any due and unpaid Class M-2 Subordinated Noteholder Amount in respect of the Class M-2 Subordinated Notes (excluding any Deferred Class M-2 Subordinated Noteholder Amounts) shall accrue interest at a rate per annum equal to 3-month EURIBOR or, if a Frequency Switch Event has occurred, 6-month EURIBOR (in each case calculated on the basis of a 360 day year consisting of twelve 30 day months from the date due and payable to the date of actual payment and provided that if any such EURIBOR rate is less than zero, the relevant rate of interest for such purpose shall be deemed to be zero).

(g) Publication of Rates of Interest, Interest Amounts and Deferred Interest

The Calculation Agent will (at the cost of the Issuer) cause each Rate of Interest and the Interest Amounts payable in respect of each Class of Rated Notes, the amount of any Deferred Interest due but not paid on any Class C Notes, Class D Notes, Class E Notes or Class F Notes for each Accrual Period and Payment Date, the Class M-2 Subordinated Noteholder Amount payable in respect of the Class M-2 Subordinated Notes 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, 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 (and, following receipt of notice thereof from the Collateral Manager, the occurrence of a Frequency Switch Event) 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 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 (*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.

(h) 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) or the Calculation Agent, will (in the absence of manifest error) be binding on the Issuer, the Reference Banks or the Calculation Agent, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent and all Noteholders and (in the absence of the fraud, negligence or wilful misconduct in respect of the Reference Banks or Calculation Agent (as applicable)) no liability to the Issuer or the Noteholders of any Class shall attach to the Reference Banks or the Calculation Agent in connection with the exercise or non-exercise by them of their powers, duties and discretions under this Condition 6(h) (*Notifications, etc. to be Final*).

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. 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 or Collateral Manager

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)(vii) (*Optional Redemption 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 Business Day falling on or after expiry of the Non-Call Period at the option of either (i) the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices); *provided*, that such redemption shall not be effected without the consent of the Retention Holder, in the case of any redemption to be effected wholly or partly with Refinancing Proceeds, if the Retention Holder gives written notice to the Trustee and the Issuer (which notice the Issuer will promptly transmit to the Subordinated Noteholders) that it has determined in good faith that such redemption could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules, or (ii) at the written direction of the Collateral Manager (provided the Subordinated Noteholders have not, acting independently by Ordinary Resolution, objected to such redemption within 10 Business Days of notice of such redemption being given to Noteholders in accordance with Condition 16 (*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 Ordinary Resolution (as evidenced by duly completed Redemption Notices).

(ii) Optional Redemption in Part – Subordinated Noteholders or Collateral Manager

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 on any Business Day falling on or after expiry of the Non-Call Period at the direction of either: (x) the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices); *provided*, that such redemption shall not be effected without the consent of the Retention Holder, in the case of any redemption to be effected wholly or partly with Refinancing Proceeds, if the Retention Holder gives written notice to the Trustee and the Issuer (which notice the Issuer will promptly transmit to the Subordinated Noteholders) that it has determined in good faith that such redemption could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules; or (y) at the written direction of the Collateral Manager. 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

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(vii) (*Optional Redemption 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 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 15 calendar days' prior written notice of such Optional Redemption (but stating that such redemption is subject to satisfaction of the conditions set out in this Condition 7 (*Redemption and Purchase*), including the applicable Redemption Date, and the relevant Redemption Price therefor), is given to the Trustee, the Collateral Administrator, each Hedge Counterparty and the Noteholders in accordance with Condition 16 (*Notices*));
- (B) the Rated Notes to be redeemed shall be redeemed at their applicable Redemption Prices (subject, in the case of an Optional Redemption 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, the Trustee and the Collateral Manager no later than 10 calendar days (or such shorter period of time as may be agreed by the Trustee and the Collateral Manager, acting reasonably) prior to the relevant Redemption Date;
- (C) any such redemption must comply with the procedures set out in Condition 7(b)(viii) (*Mechanics of Redemption*); and
- (D) any redemption in part of the Notes pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Collateral Manager*) may be effected solely 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 Registrar of receipt of (i) a direction in writing from the requisite percentage of Subordinated Noteholders; or (ii) a direction in writing from the Collateral Manager, as the case may be, to exercise any right of optional redemption pursuant Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Collateral Manager*) or Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Collateral Manager*), the Issuer may:

- (A) in the case of a redemption in whole of all Classes of Rated Notes (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 a Class of Rated Notes (or in relation to the Class B Notes, the redemption of the entire tranche of the Class B-1 Notes and/or Class B-2 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**"); *provided*, that such Refinancing shall not be effected without the consent of the Retention Holder if the Retention Holder gives written notice to the Trustee and the Issuer (which notice the Issuer will promptly transmit to the Subordinated Noteholders) that it has determined in good faith that such Refinancing could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules. 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 may 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 or Collateral Manager*). 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 – Subordinated Noteholders or Collateral Manager*).

(C) Refinancing in relation to a Redemption in Whole

In the case of a Refinancing in relation to the redemption of the Rated Notes in whole but not in part pursuant to Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders or Collateral Manager*) as described above, such Refinancing will be effective only if:

- (1) the Issuer provides prior written notice thereof to Fitch and Moody's;
- (2) all Principal Proceeds, Refinancing Proceeds, all Sale Proceeds, if any, from the sale of Collateral Debt Obligations and Eligible Investments, Exchanged Securities and all other available funds will be at least sufficient to pay any Refinancing Costs, (including, for the avoidance of doubt, any Trustee Fees and Expenses that are Refinancing Costs and any Administrative Expenses that are 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, Class E Notes and the Class F Notes) and all amounts payable in priority thereto pursuant to the Priorities of Payment (subject to any election to receive less than 100 per cent. of the 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, Principal 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 certificate the Trustee may rely absolutely and without enquiry or liability).

(D) Refinancing in relation to a Redemption in Part

In the case of a Refinancing in relation to a redemption of the Rated Notes in part by Class (or by tranche, as applicable) pursuant to Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Collateral Manager*), such Refinancing will be effective only if:

- (1) the Issuer provides prior written notice thereof to Fitch and Moody's;
- (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 (or tranche, as applicable) 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 (or tranche or tranches, as applicable) of Rated Notes subject to the Optional Redemption; plus
 - (b) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with such Refinancing;
- (5) the Partial Redemption Date is not a Payment Date, the amount the Collateral Manager reasonably determines would be available for distribution under the Interest Proceeds Priorities of Payments on the immediately following Payment Date will be at least sufficient to pay in full:
 - (a) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses due on the immediately following Payment Date (excluding any such amounts incurred in connection with such Refinancing); plus
 - (b) all accrued and unpaid Interest on the Rated Notes (excluding any such amounts paid in connection with the Refinancing);
- (6) the Refinancing Proceeds are used (to the extent necessary) to make such redemption;
- (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 is equal to the aggregate Principal Amount Outstanding of the Class or Classes (or tranche or tranches, as applicable) of Notes being redeemed with the Refinancing Proceeds and Partial Redemption Interest Proceeds;
- (9) the maturity date of each class (or tranche, as applicable) of Refinancing Obligation is the same as the Maturity Date of the Class or Classes (or tranche or tranches, as applicable) of Notes being redeemed with the Refinancing Proceeds and Partial Redemption Interest Proceeds;
- (10) (a) the margin applicable to any Refinancing Obligations for the purposes of determining the relevant interest rate will be equal to or less than the margin applicable to the Rated Notes subject to such Optional Redemption, or, (b) if either (i) any of the Notes being redeemed are Fixed Rate Notes, and the related Refinancing Obligations are floating rate obligations, or (ii) any of the Notes being redeemed are Floating Rate Notes, and the related Refinancing Obligations are fixed rate obligations, the interest payable on all such Refinancing Obligations is expected (in the reasonable determination of the Collateral Manager) to be less than the interest that would have been payable on the Notes being redeemed over the expected remaining life of such Notes being redeemed (in each case determined on a weighted average basis over such expected remaining life), had such redemption in part not occurred;
- (11) payments in respect of the Refinancing Obligations are subject to the Priorities of Payment and rank at the same priority pursuant to the Priorities

of Payment than the relevant Class or Classes (or tranche or tranches, as applicable) of Rated Notes being redeemed;

- (12) the voting rights, consent rights, redemption rights (other than any modification to remove the right of the Subordinated Noteholders or any other party to direct the Issuer to redeem the Refinancing Obligations issued in respect thereof by way of a further Refinancing) and all other rights of the Refinancing Obligations are the same as the rights of the corresponding Class (or tranche, as applicable) 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 certificate the Trustee may rely absolutely and without enquiry or liability), and, in the case of paragraph (10)(b) above, *provided that* Rating Agency Confirmation is received with respect to any Class or Classes (or tranche or tranches, as applicable) of Rated Notes that are not being redeemed.

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 notice of such cancellation to the Trustee, the Collateral Manager and the Noteholders in accordance with Condition 16 (*Notices*).

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.

(E) Consequential Amendments

Following a Refinancing, the Trustee shall agree to the modification of the Trust Deed and the other Transaction Documents to the extent the Issuer certifies (upon which certificate the Trustee will be entitled to conclusively rely without enquiry and without liability) that any such modification is necessary to reflect the terms of the Refinancing (including any modification to remove the right of the Subordinated Noteholders or any other party to direct the Issuer to redeem the Refinancing Obligations issued in respect thereof by way of a further Refinancing). No further consent for such amendments shall be required from the holders of Notes (subject always to each Hedge Counterparty's right as set out in Condition 14(c) (*Modification and Waiver*)).

The Trustee will not be obliged to enter into any modification that, in its opinion would have the effect of (i) 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 its duties, obligations or liabilities or decreasing its rights, powers, authorisations, indemnities or protections under the Trust Deed or the other Transaction Documents, and the Trustee will be entitled to conclusively rely upon an officer's certificate 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 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 effected through Regulatory Refinancing

The Specified Percentage of any Class of Notes will be redeemed at the applicable Regulatory Refinancing Redemption Price on any Business Day from Regulatory Refinancing Proceeds, Regulatory Refinancing Interest Proceeds and all other available proceeds from a Contribution, if any, at the direction of the Collateral Manager at least 15 Business Days prior to the Business Day fixed by the Issuer (and notified in writing to the Trustee) for such redemption (such date, the "**Regulatory Refinancing Date**") to redeem the Specified Percentage of each such Class of Notes, by the issuance of Regulatory Refinancing Obligations (such issuance, a "**Regulatory Refinancing**"); provided that, the Collateral Manager has used commercially reasonable efforts to purchase the Specified Percentage of each applicable Class of Notes prior to directing such Regulatory Refinancing and so certifies to the Issuer and the Trustee (upon which certification the Trustee shall be entitled to rely conclusively and without enquiry or liability) in connection with such direction (it being understood that in no case will the Collateral Manager be required to pay a purchase price greater than the then-current market price (as reasonably determined by the Collateral Manager) for any Notes in order to satisfy such condition).

Such Regulatory Refinancing will be effective only if the Collateral Manager determines and certifies to the Trustee (upon which certification the Trustee shall be entitled to rely conclusively and without enquiry or liability) at least 10 Business Days prior to the Regulatory Refinancing Date:

- (A) that it has received advice of counsel that a Regulatory Refinancing is necessary for the Collateral Manager, the Retention Holder or any "sponsor" (as defined in the U.S. Risk Retention Rules) of the Issuer to avoid failing to be in compliance with the Retention Requirements;
- (B) the Specified Percentage of each Class of Notes that is subject to such Regulatory Refinancing;
- (C) that the Regulatory Refinancing Proceeds, Regulatory Refinancing Interest Proceeds and all other available proceeds from Contributions, if any, for this purpose will be at least sufficient to pay in full (i) the aggregate Regulatory Refinancing Redemption Prices of the Specified Percentage of each Class of Notes subject to such Regulatory Refinancing, and (ii) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with such Regulatory Refinancing;
- (D) if the Regulatory Refinancing Date is not a Payment Date, the amount the Collateral Manager reasonably determines would be available for distribution under the Interest Proceeds Priorities of Payments on the immediately following Payment Date will be at least sufficient to pay in full:
 - (1) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses due on the immediately following Payment Date (excluding any such amounts incurred in connection with such Regulatory Refinancing); plus
 - (2) all accrued and unpaid Interest on the Rated Notes (excluding any such amounts paid in connection with the Regulatory Refinancing);
- (E) the stated maturity of the Regulatory Refinancing Obligations is the same as the corresponding Stated Maturity of each Class being refinanced;

- (F) that the terms of the Regulatory Refinancing Obligations are identical to the respective terms of the corresponding Class of Notes subject to such Regulatory Refinancing (except that interest due on Regulatory Refinancing Obligations will accrue from the Regulatory Refinancing Date and the price of the Regulatory Refinancing Obligations is not required to be identical to the corresponding Class of Notes subject to such Regulatory Refinancing, *provided that* (i) in the case of the Regulatory Refinancing Obligations that are Rated Notes, the price of such Regulatory Refinancing Obligations shall be at least equal to par and (ii) in the case of the Regulatory Refinancing Obligations that are Subordinated Notes, the price will be equal to the Subordinated Notes Regulatory Refinancing Redemption Price);
- (G) that the Issuer has, at least 10 Business Days prior to the Regulatory Refinancing Date ((but stating that such redemption is subject to satisfaction of the conditions set out in this Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*), including the proposed Regulatory Refinancing Date and the Specified Percentage, is given to the Noteholders in accordance with Condition 16 (*Notices*); and
- (H) that it has provided written notice thereof to Moody's and Fitch and that Rating Agency Confirmation is received with respect to such Regulatory Refinancing, including the Regulatory Refinancing Obligations in the principal amount of each Class of Rated Notes for which such satisfaction is requested.

If, in relation to a proposed optional redemption of the Notes under this Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*), any of the conditions specified in this Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*) are not satisfied, the Issuer shall cancel the relevant redemption of the Notes and shall give notice of such cancellation to the Trustee, the Collateral Manager and the Noteholders in accordance with Condition 16 (*Notices*).

None of the Issuer, the Placement Agent, the Collateral Manager, the Trustee or any other Person shall be liable to the Noteholders for the failure of a Regulatory Refinancing. If a Regulatory Refinancing is obtained meeting the requirements specified above as certified by the Collateral Manager, the Issuer and the Trustee shall amend the Trust Deed to the extent the Issuer certifies (upon which certification the Trustee shall be entitled to rely conclusively and without enquiry or liability) that any such amendment is necessary to reflect the terms of the Regulatory Refinancing and no further consent for such amendments shall be required from the Noteholders.

The Notes (or portions thereof) comprising the Specified Percentage of each Class subject to a Regulatory Refinancing shall be allocated among the Noteholders of each such Class, pro rata, based on the proportion that the Principal Amount Outstanding of Notes of such Class held by such Noteholders bears to the total Principal Amount Outstanding of all Notes of such Class. If any portion of the Principal Amount Outstanding of any Note held by a Noteholder is subject to a Regulatory Refinancing, the Principal Amount Outstanding of such Note shall be reduced by such amount on the Regulatory Refinancing Date.

All Regulatory Refinancing Obligations will be acquired by the Collateral Manager, an Affiliate thereof or a retention financing provider thereto or, if required by applicable law or for compliance with the policies and procedures of any applicable Clearing System, through one or more financial institutions or initial purchasers who are participants of the relevant Clearing System. Such Regulatory Refinancing Obligation will be issued either: (i) in the form of a certificated Note bearing the same ISIN as the certificated Notes of the corresponding Class of Notes being refinanced with such Regulatory Refinancing Obligation or (ii) reflected as a beneficial interest in a Global Certificate bearing either the same ISIN or a different ISIN (if the Collateral Manager has determined that a Global Certificate bearing such

ISIN is in accordance with the Retention Requirements and any other applicable law) as such applicable Global Certificates of the corresponding Class of Notes being refinanced with such Regulatory Refinancing Obligations. The Collateral Manager shall, in consultation with the Issuer and based on considerations of applicable law and the policies and procedures of the applicable Clearing System, determine whether the Regulatory Refinancing Obligations will be acquired in the form of a certificated Note or as a beneficial interest in a Global Certificate.

(vii) Optional Redemption effected through Liquidation only

Following receipt of notice from the Issuer or, as the case may be, of confirmation from the Registrar of (i) a direction in writing from the requisite percentage of Subordinated Noteholders or (ii) a direction in writing from the Collateral Manager, as the case may be, and additionally including, where appropriate, confirmation of the consent of the Retention Holder in connection with such optional redemption (where the Retention Holder has given written notice to the Trustee and the Issuer that it has determined in good faith that such redemption could cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules), 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 10 Business Days prior to the scheduled Redemption Date (the "**Redemption Determination Date**"), calculate the Redemption Threshold Amount in consultation with the Collateral Manager.

The Notes shall not be optionally redeemed where such Optional Redemption is to be effected solely through the liquidation or realisation of the Collateral unless:

- (A) (i) prior to selling any Collateral Debt Obligations and/or Eligible Investments and at least five Business Days before the scheduled Redemption Date the Collateral Manager shall have certified in writing to the Trustee that the Collateral Manager on behalf of the Issuer has entered into a binding agreement or agreements with (1) a financial or other institution or institutions (which (a) either (x) has a short-term senior unsecured rating of "P-1" by Moody's or (y) in respect of which Rating Agency Confirmation from Moody's has been obtained and (b) either (x) has a long-term issuer default rating of at least "A" by Fitch or, if it does not have such a long-term issuer default rating by Fitch, a short-term issuer default rating of at least "F1" by Fitch, or (y) in respect of which a Rating Agency Confirmation from Fitch has been obtained) or (2) a bankruptcy remote special purpose vehicle, with sufficient available funding capacity, 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 puttable to the issuer thereof at par on or prior to the scheduled Redemption Date, to meet the Redemption Threshold Amount, 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, when calculated together with (and without duplication) (A) amounts standing to the credit of the Accounts that will be available to be applied in accordance with the Priorities of Payment, (B) expected proceeds from the sale or maturing of Eligible Investments, and (C) for each Collateral Debt Obligation, the product of its Principal Balance and its Market Value, to meet the Redemption Threshold Amount; and (ii) at least one Business Day 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.

- (B) prior to the scheduled Redemption Date, the Collateral Administrator shall give notice to the Trustee in writing of the amount of all expenses incurred by the Issuer up to and including the scheduled Redemption Date in effecting such liquidation.
- (C) any confirmation delivered by the Collateral Manager pursuant to this section must include (1) details of the amounts standing to the credit of the Accounts that will be available to be applied in accordance with the Priorities of Payment, (2) the prices of, and expected proceeds from, the sale (directly or by participation or other arrangement) or redemption of any Collateral Debt Obligations and/or Eligible Investments and (3) all calculations required by this Condition 7(b) (*Optional Redemption*). Any Noteholder, the Collateral Manager or any of the Collateral Manager's Affiliates, shall have the right, subject to the same terms and conditions afforded to other bidders, to bid on Collateral Debt Obligations to be sold as part of an Optional Redemption pursuant to this Condition 7(b)(vii) (*Optional Redemption effected through Liquidation only*).
- (D) the Trustee will be entitled to conclusively rely without enquiry or liability upon any evidence, confirmation or certificate formalised by the Collateral Manager pursuant to or in connection with this Condition 7(b)(vii) (*Optional Redemption effected through Liquidation only*).

If paragraph (A) above is not satisfied on the Business Day falling immediately prior to the Redemption Date, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation to the Trustee, the Collateral Administrator, the Collateral Manager and the Noteholders in accordance with Condition 16 (*Notices*). For the avoidance of doubt, any failure to effect an Optional Redemption due to a cancellation pursuant to the foregoing shall not constitute an Event of Default.

If the condition in paragraph (A)(i) above is satisfied and the condition in paragraph (A)(ii) above is not satisfied on the Business Day immediately prior to the Redemption Date solely as result of the fact that one or more of the trades has not been settled on or prior to that date, the Issuer shall give notice of such to the Trustee, the Collateral Administrator and the Noteholders in accordance with Condition 16 (*Notices*) and the Subordinated Noteholders (acting by Ordinary Resolution) shall have the right to elect to direct the Issuer to redeem the Notes on a date falling not less than 3 Business Days after the first date notified to Noteholders of as the date of such redemption (the "**Original Redemption Date**") and no more than 30 Business Days after the Original Redemption Date.

If the condition in (A)(ii) above is not satisfied on the Business Day immediately prior to the Redemption Date as extended pursuant to the immediately preceding paragraph, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation to the Trustee, the Collateral Administrator, the Collateral Manager and the Noteholders in accordance with Condition 16 (*Notices*).

The provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and this Condition 7(b)(vii) (*Optional Redemption effected through Liquidation only*) shall apply as conditions to a redemption at the election of the Subordinated Noteholders pursuant to this Condition 7(b)(vii) (*Optional Redemption effected through Liquidation only*), provided that the notice period in Condition 7(b)(iv)(A) (*Terms and Conditions of an Optional Redemption*) shall be read as seven calendar days' prior written notice (rather than 15 calendar days' prior written notice) and the Redemption Determination Date shall be 1 Business Day prior to any such Redemption Date (rather than 15 Business Days prior to the scheduled Redemption Date).

(viii) Mechanics of Redemption

Following calculation by the Collateral Administrator 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 Registrar, whereupon the Registrar shall notify the Noteholders (in accordance with Condition 16 (*Notices*)) of such amounts.

Any exercise of a right of Optional Redemption by the Subordinated Noteholders pursuant to this Condition 7(b) (*Optional Redemption*) or the Controlling Class pursuant to Condition 7(g) (*Redemption following Note Tax Event*) shall be effected by delivery to a Transfer Agent, by the requisite amount of Subordinated Noteholders or the requisite amount of Notes comprising the Controlling Class (as applicable) held thereby together with duly completed Redemption Notices not less than 30 calendar days, or such shorter period of time as the Trustee and the Collateral Manager find reasonably acceptable, prior to the proposed Redemption Date prior to the applicable Redemption Date. No Redemption Notice and Subordinated Note or Notes comprising the Controlling Class so delivered or any direction given by the Collateral Manager or the Retention Holder may be withdrawn without the prior consent of the Issuer. The Registrar shall copy each Redemption Notice or any direction given by the Collateral Manager or the Retention Holder received to each of the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty, and, if applicable, the Collateral Manager.

The Collateral Manager shall notify the Issuer, the Trustee, the Collateral Administrator, each Hedge Counterparty and the Registrar upon satisfaction of any of the relevant conditions set out in this Condition 7(b) (*Optional Redemption*) and shall use commercially reasonable endeavours to 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 Notes in accordance with this Condition 7(b) (*Optional Redemption*) in the Payment Account on or before the Business Day prior to the applicable Redemption Date (or, in the case of a Refinancing, on or prior to the applicable Redemption Date). 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. Any redemption in whole of a Class (or tranche, as applicable) of Rated Notes (other than a redemption in whole of all Classes of Rated Notes) shall be paid to the holders of such Class (or tranche, as applicable) of Notes.

(ix) Optional Redemption of Subordinated Notes

Subject to the provisions of Condition 7(b)(vii) (*Optional Redemption effected through Liquidation only*), 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 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 satisfied 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 and any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, 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

Payment (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 satisfied 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 and any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, 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 Payment (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 satisfied 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 any Determination Date thereafter, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, 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 Payment (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 satisfied on any Determination Date on and after the Effective Date, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until the Class E Par Value Test is satisfied if recalculated following such redemption.

(v) Class F Notes

If the Class F Par Value Test is not satisfied on any Determination Date on and after the expiry of the Reinvestment Period, Interest Proceeds and thereafter Principal Proceeds will be applied in redemption of the Class X 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 in accordance with the Note Payment Sequence, on the related Payment Date in accordance with and subject to the Priorities of Payment (including payment of all prior ranking amounts) until the Class F Par Value Test is satisfied if recalculated following such redemption.

(d) 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) notifies the Trustee (with a copy to the Issuer) (upon which notification to the Trustee will be entitled to conclusively rely without enquiry and without liability) that using reasonable endeavours it has been unable, for a period of 20 consecutive Business Days, to identify additional Collateral Debt Obligations that are deemed appropriate by the Collateral Manager (acting on behalf of the Issuer) in its sole discretion 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 (a "**Special Redemption**"). 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 (O) of the Principal Proceeds Priority of Payments. Notice of payments pursuant to this Condition 7(d) (*Special Redemption*) 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 of each Class of Notes 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 to, 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, either (i) the Issuer, at the direction of the Collateral Manager, shall purchase additional Collateral Debt Obligations or transfer amounts into the Principal Account pending reinvestment in Collateral Debt Obligations at a later date, in each case subject to and in accordance with the Priorities of Payments, until an Effective Date Rating Event is no longer continuing or (ii) the Rated Notes shall be redeemed in accordance with the Note Payment Sequence 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 Payment, 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 in redemption of the Notes at their applicable Redemption Prices in accordance with the Priorities of Payment.

(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 the Note Tax Event (which may include changing the jurisdiction 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 (i) the date upon which the Issuer notifies (or procures the notification of) the Trustee (upon which notification the Trustee will be entitled to conclusively rely without enquiry and without liability) and the Noteholders in accordance with Condition 16 (*Notices*) that it is not able to cure the Note Tax Event, and (ii) the date which is 90 calendar 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 calendar days in the event that during the former period the Issuer has notified (or procured the notification of) the Noteholders in accordance with Condition 16 (*Notices*) that, based on advice received by it, it expects that it shall have cured the Note Tax Event by the end of the latter 90 day period), the Controlling Class or the Subordinated Noteholders, in each case 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 Business Day; 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) (*Optional 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*) and in accordance with the Priorities of Payment.

(i) Cancellation

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 these 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 to the Trustee, Noteholders and each Hedge Counterparty in accordance with Condition 16 (*Notices*) and promptly in writing to the Rating Agencies.

(k) Purchase

On any Payment Date, at the discretion of the Collateral Manager, 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, the Contribution Account or the Collateral Enhancement Account.

No purchase of Rated Notes by the Issuer may occur if such Notes are being sold pursuant to Condition 2(h) (*Forced Transfer of Rule 144A Notes*), Condition 2(i) (*Forced Sale pursuant to FATCA and the CRS*) or Condition 2(j) (*Forced Transfer pursuant to ERISA*) or unless each of the following conditions is satisfied:

- (i) (A) such purchase of Rated Notes shall occur in the following sequential order of priority: *first*, the Class X Notes and the Class A Notes (on a *pari passu* basis), until the Class X Notes and the Class A Notes are purchased or redeemed in full and cancelled; *second*, the Class B Notes (on a *pari passu* basis between the Class B-1 Notes and Class B-2 Notes) until the Class B-1 Notes and the Class B-2 Notes are purchased or redeemed in full and cancelled; *third*, the Class C Notes, until the Class C Notes are purchased or redeemed in full and cancelled; *fourth*, the Class D Notes, until the Class D Notes are purchased or redeemed in full and cancelled; *fifth*, the Class E Notes, until the Class E Notes are purchased or redeemed in full and cancelled; and *sixth*, the Class F Notes, until the Class F Notes are purchased or redeemed in full and cancelled;

- (B)
 - (1) 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 Collateral Enhancement Amounts that will be used to effect such purchase and the length of the period during which such offer will be open for acceptance;
 - (2) 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
 - (3) 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 (and in the case of Class B Notes on a *pari passu* basis between the relevant holders of the Class B-1 Notes and the Class B-2 Notes);
- (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 Tests 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 Tests 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 Event of Default shall have occurred and be continuing;
- (H) any Rated Notes to be purchased shall be surrendered to the Registrar for cancellation and may not be reissued or resold; and
- (I) each such purchase will otherwise be conducted in accordance with applicable law (including the laws of Ireland).

Upon instruction by the Issuer, the Registrar shall cancel any such purchased Rated Notes surrendered to it for cancellation. The cancellation (and/or decrease, as applicable) of any such surrendered Rated Notes shall be taken into account for purposes of all relevant calculations. The Issuer shall procure that notice is given to the Rating Agencies of any purchase of Rated Notes pursuant to this Condition 7(k) (*Purchase*).

(l) Exercise of Optional Redemption

The Subordinated Noteholders' and the Controlling Class' option in Condition 7(b) (*Optional Redemption*) and Condition 7(g) (*Redemption following Note Tax Event*) may be exercised by the

Subordinated Notes or the Controlling Class (as applicable) giving notice to the Registrar of the principal amount of Subordinated Notes or Notes representing the Controlling Class (as applicable) in respect of which the option is exercised and presenting the relevant Definitive Certificate and/or Global Certificate for endorsement of exercise within the time limit specified in Condition 7(b) (*Optional Redemption*).

(m) Subordinated Notes

The Subordinated Notes shall be entitled upon redemption to receive (i) the Principal Amount Outstanding thereof (if any), and (ii) any proceeds available in accordance with paragraph (Z) of Condition 3(c)(i) (*Application of Interest Proceeds*), paragraph (S) of Condition 3(c)(ii) (*Application of Principal Proceeds*), paragraph (B) of the Collateral Enhancement Obligations Proceeds Priority of Payments and paragraph (Z) of the Post-Acceleration Priority of Payments, in each case, to the extent proceeds are available and subject to Condition 4(c) (*Limited Recourse*).

(n) Mandatory Redemption of the Class X Notes

The Class X Notes shall be subject to mandatory redemption in part on each of the first eight Payment Dates beginning on (and including) the second Payment Date following the Issue Date, in each case in an amount equal to the relevant Class X Principal Amortisation Amount in accordance with and subject to the Priorities of Payment.

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 against presentation 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 such other Transfer Agent as shall have been notified to the relevant Noteholders for such purpose. On each occasion on which a payment of interest (if 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 (i) any applicable fiscal or other laws, regulations and directives, but without prejudice to the provisions of Condition 9 (*Taxation*) and (ii) any withholding or deduction required pursuant to FATCA. No commission shall be charged to the Noteholders.

(c) Payments on Presentation Days

A holder shall be entitled to present a Note for payment only on a Presentation Date and shall not, except as provided in Condition 6 (*Interest*), 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 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 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, 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 anywhere else in the world having the 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). Any such withholding or deduction shall not constitute an Event of Default under Condition 10(a) (*Events of Default*).

Subject as provided below, if the Issuer certifies to the Trustee (upon which certification the Trustee will be entitled to conclusively rely without 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 by the laws of Ireland to withhold or account for 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 and that it is not otherwise able to remedy the Note Tax Event as contemplated by Condition 7(g) (*Redemption following Note Tax Event*), the Issuer (with the consent of the Trustee and save as provided below) shall use all reasonable endeavours to arrange for the substitution of a company incorporated in another jurisdiction approved by the Trustee as the principal obligor under the Notes of such Class, or to change its tax residence to another jurisdiction approved by the Trustee, subject to receipt of Rating Agency Confirmation in relation to such substitution or change.

Notwithstanding the above, if any taxes referred to in this Condition 9 (*Taxation*) arise:

- (a) 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 Ireland (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;

- (b) by reason of the failure by the relevant Noteholder to comply with any 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;
- (c) in connection with FATCA; or
- (d) any combination of the preceding paragraphs (a) through (c) (inclusive),

the requirement to substitute the Issuer as a principal obligor and/or change its residence for taxation purposes shall not apply.

10. Events of Default

(a) Events of Default

Any of the following events shall constitute an "**Event of Default**":

(i) Non-payment of Interest

the Issuer fails to pay any interest in respect of any Class X Note, Class A Note or Class B Note when the same becomes due and payable (save as the result of any deduction therefrom or the imposition of withholding thereon in the circumstances described in Condition 9 (*Taxation*)) and provided that any such failure to pay such interest in such circumstances continues for a period of at least five Business Days (save, in the case of a failure to disburse due to an administrative error or omission only, where such failure continues for a period of at least seven Business Days after the Issuer, the Collateral Administrator and the Principal Paying Agent receive written notice of, or have actual knowledge of, such administrative error or omission); provided further, that the failure to effect any Optional Redemption or Redemption following a Note Tax Event for which notice is withdrawn in accordance with these Conditions or, in the case of an Optional Redemption with respect to which a Refinancing fails, will not constitute an Event of Default;

(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 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 Issuer and/or the Trustee receive written notice of, or have 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 an Event of Default;

(iii) Default under Priorities of Payment

the failure on any Payment Date to disburse amounts (except to the extent provided in paragraph (i) (*Non-payment of Interest*) or (ii) (*Non-payment of Principal*) above) available in the Payment Account in excess of €1,000 and payable in accordance with the Priorities of Payment 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 or another non-credit-related reason (as determined by the Collateral Manager acting in a commercially reasonable manner and certified in writing to the Issuer and the Trustee (upon which certification the Issuer and the Trustee may rely absolutely and without further enquiry or liability), but without liability

as to such determination) by the Issuer, such failure continues for ten Business Days after the Issuer and the Trustee receive written notice of, or have actual knowledge of, such administrative error or omission or such other non-credit-related reason;

(iv) Collateral Debt Obligations

on any Measurement Date on and after the Effective Date, failure of the percentage equivalent of a fraction, (A) the numerator of which is equal to (1) the Aggregate Collateral Balance for which purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value) and (B) the denominator of which is equal to the Principal Amount Outstanding of the Class X Notes and 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 "Event of Default" a default in a material respect 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, Collateral Quality Test, Coverage Test or the Reinvestment Overcollateralisation Test is not an Event of Default and any failure to satisfy the Effective Date Determination Requirements is not an Event of Default, except in either case to the extent provided in paragraph (iv) (*Collateral Debt Obligations*) above) or the failure of any material representation or warranty of the Issuer made in the Trust Deed or 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, and the continuation of such default, breach or failure for a period of 30 calendar days after the earlier of (A) the date the Issuer has actual knowledge of such default, breach or failure and (B) the date notice is given 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 an Event of Default under this paragraph (v) (*Breach of Other Obligations*) unless it continues for a period of 45 calendar days (rather than, and not in addition to, such 30 calendar day period specified above) after the earlier of (A) the date the Issuer has actual knowledge of such default, breach or failure and (B) the date notice is given to the Issuer in accordance herewith. For the purposes of this paragraph (v) (*Breach of Other Obligations*), the materiality of such default, breach, representation or warranty shall be determined by the Trustee;

(vi) Insolvency Proceedings

proceedings are initiated against the Issuer under any applicable liquidation, examinership, insolvency, bankruptcy, composition, reorganisation or other similar laws (together, "**Insolvency Law**"), or a receiver, administrative receiver, trustee, administrator, custodian, conservator, liquidator, examiner, curator, or other similar insolvency official (a "**Receiver**") is appointed in relation to the Issuer or in relation to the whole or any substantial part 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 calendar 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 calendar days.

(b) Acceleration

(i) If an 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 being 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) give notice to the Issuer, the Collateral Manager and each Hedge Counterparty that all the Notes are immediately due and repayable (such notice, an "**Acceleration Notice**"), provided that following an Event of Default described in paragraph (a)(vi) (*Insolvency Proceedings*) or paragraph (a)(vii) (*Illegality*) of the definition thereof shall occur, an Acceleration Notice shall be deemed to have been given and all the Notes shall automatically become immediately due and repayable at their applicable Redemption Price.

(ii) Upon any such Acceleration Notice being given to the Issuer in accordance with paragraph (b)(i) (*Acceleration*), all of the Notes shall immediately become due and repayable at their applicable Redemption Prices (other than with respect to an Event of Default occurring under paragraph (a)(vi) (*Insolvency Proceedings*) or paragraph (a)(vii) (*Illegality*) of the definition thereof where delivery of an Acceleration Notice is not required and shall be deemed to have been given).

(c) Curing of Default

At any time after an Acceleration Notice has been given pursuant to paragraph (b)(i) (*Acceleration*) following the occurrence of an Event of Default (other than with respect to an Event of Default occurring under paragraph (a)(vi) (*Insolvency Proceedings*) or paragraph (a)(vii) (*Illegality*) of the definition thereof where delivery of an Acceleration Notice is not required and shall be deemed to have been given) 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 Extraordinary Resolution, (and subject, in each case, to the Trustee being 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) rescind and annul such Acceleration Notice under paragraph (b)(i) (*Acceleration*) above and its consequences if:

- (i) the Issuer has paid or deposited with the Trustee (or to its order) 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 Administrative Expenses and Trustee Fees and Expenses (in each case, without regard to the Senior Expenses Cap); and
 - (D) all amounts due and payable by the Issuer under any Currency Hedge Agreement or Interest Rate Hedge Agreement;

- (ii) the Trustee has determined that all 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)(i) (*Acceleration*) above due to such Events of Default, have been cured or waived.

Any previous rescission and annulment of a notice of an Acceleration Notice pursuant to this paragraph (c) (*Curing of Default*) shall not prevent the subsequent acceleration of the Notes if the Trustee, at its discretion or, as subsequently requested, accelerates the Notes or if the Notes are automatically accelerated in accordance with paragraph (b)(i) (*Acceleration*) above.

All amounts received in respect of this paragraph (c) (*Curing of Default*) shall be distributed two Business Days following receipt by or on behalf of the Trustee of such amounts in accordance with the Post-Acceleration Priority of Payment.

(d) Restriction on Acceleration of Notes

No acceleration of the Notes shall be permitted pursuant to this paragraph (d) (*Restriction on Acceleration of Notes*) by any Class of Noteholders, other than the Controlling Class as provided in paragraph (b) (*Acceleration*) above.

(e) Notification and Confirmation of No Default

The Issuer shall immediately notify the Trustee, the Collateral Manager, the Noteholders (in accordance with Condition 16 (*Notices*), each Hedge Counterparty and the Rating Agencies upon becoming aware of the occurrence of an 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 that no 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 an Event of Default and that no other matter which is required (pursuant thereto) to be brought to the Trustee's attention has occurred.

11. Enforcement

(a) Security Becoming Enforceable

Subject as provided in paragraph (b) (*Enforcement*) below, the security constituted by the Trust Deed and the Irish Security Agreement 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 or the Irish Security Agreement, as applicable, becomes enforceable, the Trustee may, at its discretion but subject always to Condition 4(c) (*Limited Recourse*), and shall, if so directed by the Controlling Class acting by Ordinary Resolution, institute such proceedings or take such other action against the Issuer or take any other action as it may think fit to enforce the terms of the Trust Deed, the Irish Security Agreement and the Notes and pursuant and subject to the terms of the Trust Deed, the Irish Security Agreement 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 and/or the Irish Security Agreement, as applicable (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 however that:

- (i) no such Enforcement Action may be taken by the Trustee unless:
 - (A) subject to being indemnified and/or prefunded and/or secured to its satisfaction, the Trustee (or any Appointee on its behalf) 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 (including, without limitation, Deferred Interest on the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes and the Deferred Class M-2 Subordinated Noteholder Amount) 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:
 - (1) in the case of an Event of Default specified in paragraph (i) (*Non-payment of Interest*), (ii) (*Non-payment of Principal*) or (iv) (*Collateral Debt Obligations*) of Condition 10(a) (*Events of Default*), the Controlling Class acting by way of Extraordinary Resolution (and no other Class of Notes) directs the Trustee to take Enforcement Action without regard to any other Event of Default which has occurred prior to, contemporaneously or subsequent to such Event of Default; or
 - (2) in the case of any other Event of Default, the Holders 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 (acting by way of Ordinary Resolution) (or, in the case of paragraph (i)(B)(1) above, the Controlling Class acting by way of Extraordinary Resolution or, in the case of paragraph (i)(B)(2) above, each Class of Rated Notes 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 Rated 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 Extraordinary Resolution; and
- (iii) the Trustee shall determine or shall procure that an Enforcement Agent determines the aggregate proceeds that can be realised pursuant to any Enforcement Action by using reasonable efforts to obtain, with the cooperation of the Collateral Manager (to the extent the Enforcement Agent is not the Collateral Manager), bid prices with respect to each asset comprising the Portfolio from two recognised dealers (as specified by the Collateral Manager in writing) at the time making a market therein and shall compute the anticipated proceeds of sale or liquidation on the basis of the lower of such bid prices for each such asset. In the event that the Trustee or the Enforcement Agent, as applicable and with the cooperation of the Collateral Manager (to the extent the Enforcement Agent is not the Collateral Manager), is only able to obtain bid prices with respect to an asset from one recognised dealer at the time making a market therein, the Trustee or the Enforcement Agent shall compute the anticipated proceeds of sale or liquidation on the basis of such one bid price. In addition, for the purposes of determining issues relating to the execution of a sale or liquidation of the Portfolio and the execution of a sale or other liquidation thereof in connection with an Enforcement Threshold Determination will be met, the Trustee or the Enforcement Agent may obtain and rely on an

opinion of an independent investment banking firm, or other appropriate advisor (the cost of which shall be payable as a Trustee Fee and Expense).

- (iv) The Trustee shall notify the Noteholders (in accordance with Condition 16 (*Notices*)), the Issuer, the Agents, each Hedge Counterparty, the Collateral Manager and the Rating Agencies in the event that it or any Appointee 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 (deemed or otherwise) 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 Hedge Issuer Tax Credit Payments and/or Counterparty Downgrade Collateral which is required to be paid or returned to a Hedge Counterparty outside the Priorities of Payment in accordance with the Hedge Agreement, Condition 3(j)(ii) (*Interest Account*) and/or Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*) or any Collateral Enhancement Obligation Proceeds (which are required to be applied in accordance with the Collateral Enhancement Obligation Proceeds Priority of Payments) and other than Sale Proceeds in respect of Non-Euro Obligations sold subject to and in accordance with a Currency Hedge Transaction which shall be paid to the relevant Hedge Counterparty in accordance with the terms thereof 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 of (i) other than following an enforcement of the Notes in accordance with this Condition 11(b) (*Enforcement*), taxes owing by the Issuer accrued in respect of the related Due Period (other than Irish corporate income tax in relation to the Issuer Profit Amount referred to in (ii) below), as certified by an Authorised Officer of the Issuer to the Trustee, if any, (save for any VAT payable in respect of any Collateral Management Fee); and (ii) to the payment of the Issuer Profit Amount, 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; provided that following the occurrence of an Event of Default that is continuing, or following an acceleration of the Notes (which has not been rescinded or annulled) in accordance with Condition 10(b) (*Acceleration*), the Senior Expenses Cap shall not apply in respect of such Trustee Fees and Expenses;
- (C) to the payment of accrued and unpaid Administrative Expenses in relation to each item thereof in the order of priority stated in the definition thereof up to an amount equal to the Senior Expenses Cap in respect of the related Due Period less any amounts paid pursuant to paragraph (B) above, provided that upon an acceleration of the Notes (which has not been rescinded or annulled) in accordance with Condition 10(b) (*Acceleration*) the Senior Expenses Cap shall not apply in respect of such Administrative Expenses;
- (D) to the payment:
- (1) *firstly*, on a *pro rata* basis to 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 which shall not be paid pursuant to this paragraph; and
- (2) *secondly*, to 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),

- (E) to the payment, on a *pari passu* and *pro rata* basis, of (i) any Scheduled Periodic Hedge Issuer Payments, (ii) any Currency Hedge Issuer Termination Payments (to the extent not paid out of the Currency Account or the relevant Hedge Termination Account or the relevant Counterparty Downgrade Collateral Account and other than Defaulted Currency Hedge Termination Payments), and (iii) any Interest Rate Hedge Issuer Termination Payments (to the extent not paid out of the Interest Account or the relevant Hedge Termination Account or the relevant Counterparty Downgrade Collateral Account and other than Defaulted Interest Rate Hedge Termination Payments);
- (F) to the payment on a *pro rata* and *pari passu* basis of all Interest Amounts due and payable on the Class X Notes and the Class A Notes;
- (G) to the redemption on a *pro rata* and *pari passu* basis of the Class X Notes and the Class A Notes, until the Class X Notes and the Class A Notes have been redeemed in full;
- (H) to the payment on a *pro rata* and *pari passu* basis of the Interest Amounts due and payable on the Class B-1 Notes and the Class B-2 Notes;
- (I) to the redemption on a *pro rata* and *pari passu* basis of the Class B-1 Notes and the Class B-2 Notes, until the Class B-1 Notes and the Class B-2 Notes have been redeemed in full;
- (J) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class C Notes;
- (K) to the payment on a *pro rata* basis of any Deferred Interest on the Class C Notes;
- (L) to the redemption on a *pro rata* basis of the Class C Notes, until the Class C Notes have been redeemed in full;
- (M) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest, but including interest on Deferred Interest) due and payable on the Class D Notes;
- (N) to the payment on a *pro rata* basis of any Deferred Interest on the Class D Notes;
- (O) to the redemption on a *pro rata* basis of the Class D Notes, until the Class D Notes have been redeemed in full;
- (P) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest but including interest on Deferred Interest) due and payable on the Class E Notes;
- (Q) to the payment on a *pro rata* basis of any Deferred Interest on the Class E Notes;
- (R) to the redemption on a *pro rata* basis of the Class E Notes, until the Class E Notes have been redeemed in full;
- (S) to the payment on a *pro rata* basis of the Interest Amounts (excluding any Deferred Interest but including interest on Deferred Interest) due and payable on the Class F Notes;
- (T) to the payment on a *pro rata* basis of any Deferred Interest on the Class F Notes;

- (U) to the redemption on a *pro rata* basis of the Class F Notes, until the Class F Notes have been redeemed in full;
- (V) to the payment:
 - (1) *firstly*, on a *pro rata* and *pari passu* basis, to the Class M-2 Subordinated Noteholders of the Class M-2 Subordinated Noteholder Amount as interest thereon until such Class M-2 Subordinated Noteholder Amount has been paid in full save for any Deferred Class M-2 Subordinated Noteholder Amounts which shall not be paid pursuant to this paragraph;
 - (2) *secondly*, on a *pro rata* and *pari passu* basis, to the Class M-2 Subordinated Noteholders of any previously due and unpaid Class M-2 Subordinated Noteholder Amount (other than Deferred Class M-2 Subordinated Noteholder Amounts) as interest thereon until such Class M-2 Subordinated Noteholder Amount has been paid in full;
 - (3) *thirdly*, on a *pro rata* and *pari passu* basis, to:
 - (a) the Collateral Manager in payment of any Deferred Senior Collateral Management Amounts and to the relevant tax authority any VAT in respect thereof payable directly thereto; and
 - (b) the Class M-2 Subordinated Noteholders in payment of any Deferred Class M-2 Subordinated Noteholder Amounts as interest thereon until such Deferred Class M-2 Subordinated Noteholder Amounts have been paid in full; and
 - (4) *fourthly*, to the repayment of any Collateral Manager Advances and any interest thereon;
- (W) to the payment of Trustee Fees and Expenses not paid by reason of the Senior Expenses Cap (if any), in relation to each item thereof, on a *pro rata* basis;
- (X) to the payment of Administrative Expenses not paid by reason of the Senior Expenses Cap (if any), in relation to each item thereof in the order of priority stated in the definition thereof, provided that, following an enforcement of the Notes in accordance with this Condition 11 (*Enforcement*), such payment shall only be made to any recipients thereof that are Secured Parties;
- (Y) to the payment on a *pari passu* and *pro rata* basis of any Defaulted Currency Hedge Termination Payments due to any Currency Hedge Counterparty or Defaulted Interest Rate Hedge Termination Payments due to any Interest Rate Hedge Counterparty (in each case to the extent not paid out of the relevant Hedge Termination Account or any relevant Counterparty Downgrade Collateral Account);
- (Z)
 - (1) *firstly*, 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 and immediately prior to such redemption), until the Incentive Collateral Management Fee IRR Threshold is reached; and
 - (2) *secondly*, if, after taking into account all prior distributions to Class M-1 Subordinated Noteholders and any distributions to be made to Class M-1 Subordinated Noteholders on such Payment Date including pursuant to paragraph (Z)(1) above, the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral Enhancement

Obligation Proceeds Priority of Payments, the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

- (a) *firstly*, 20 per cent. of any remaining Interest Proceeds and Principal Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee except that the Collateral Manager may, in its sole discretion elect to irrevocably waive its right to receive some or all of the amounts that would have been payable to the Collateral Manager under this paragraph (Z)(2)(a) on any Payment Date, provided that any such amounts shall be applied to the payment of amounts in accordance with paragraph (Z)(2)(c) below;
- (b) *secondly*, to the payment of any VAT in respect of the Incentive Collateral Management Fee referred to in paragraph (Z)(2)(a) above (whether payable to the Collateral Manager or directly to the relevant taxing authority); and
- (c) *thirdly*, any remaining Interest Proceeds and Principal Proceeds, to the payment of principal and, thereafter, 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 and immediately prior to such redemption).

For the avoidance of doubt, at such time that the Post-Acceleration Priority of Payments becomes applicable, (i) any amounts standing to the credit of the Collateral Enhancement Account, and (ii) any Collateral Enhancement Obligation Proceeds shall not be subject to the Post-Acceleration Priority of Payments but shall be distributed in accordance with and subject to the Collateral Enhancement Obligation Proceeds Priority of Payments.

If the Issuer must account to the recipient of any payment for any amounts in respect of VAT or in respect of any other taxes attributable to any of the items referred to in paragraphs (B) to (Z)(1) above, then such amounts in respect of such taxes shall be paid *pro rata* and *pari passu* with such items. If such amounts are paid pursuant to the Post-Acceleration Priority of Payments above as a result of the enforcement of the security pursuant to this Condition 11(b) (*Enforcement*), the Issuer shall only account for the tax liabilities of a Secured Party.

(c) Only Trustee to Act

Only the Trustee may pursue the remedies available under the Trust Deed or the Irish Security Agreement to enforce the rights of the Noteholders or, in respect of the Collateral, of any of the other Secured Parties under the Trust Deed, the Irish Security Agreement 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 calendar 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 Conditions and the terms of the Trust Deed. After realisation of the security which has become enforceable and distribution of the net proceeds in accordance with the Priorities of Payment, 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 or Collateral Manager

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, the Collateral Manager or any Collateral Manager Related Person, 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 Payment 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 Euronext Dublin 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 (and for 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 or Extraordinary 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 (b)(iii) (*Minimum Voting Rights*) below. 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. in principal amount of the Notes Outstanding of a particular Class, subject to certain conditions including minimum notice periods.

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 to Fitch and Moody's in writing.

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.

(ii) Quorum

The quorum required for any meeting convened to consider an Ordinary Resolution or Extraordinary 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.

For the avoidance of doubt, for the purposes of determining voting rights attributable to the Notes and the applicable quorum at any meeting of the Noteholders pursuant to this Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and Schedule 5 (*Provisions for Meetings of the Noteholders of Each Class*) of the Trust Deed, the Class B-1 Notes and the Class B-2 Notes together shall be deemed to constitute a single Class of Notes in respect of any voting rights specifically granted to them including as the Controlling Class (in each case, 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 of Notes).

Quorum Requirements

Type of Resolution	Any meeting other than a meeting adjourned for want of quorum	Meeting previously adjourned for want of quorum
Extraordinary Resolution of all Noteholders (or a certain Class or Classes only)	One or more persons holding or representing not less than 66 $\frac{2}{3}$ per cent. of the aggregate Principal Amount Outstanding of the Notes Outstanding (or 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 Outstanding (or 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 Outstanding (or 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 Outstanding (or the relevant Class or Classes only if applicable)

The Trust Deed does not contain any provision for higher quorums in any circumstances.

In connection with a CM Removal Resolution or a CM Replacement Resolution, no Class X Notes shall (i) be entitled to vote in respect of any such CM Removal Resolution or CM Replacement Resolution; or (ii) be counted for the purposes of determining a quorum or the result of voting in respect of any such CM Removal Resolution or CM Replacement Resolution.

(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 Outstanding 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 Outstanding which are 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 Outstanding 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 Outstanding entitled to vote in respect of such Written Resolution.

Minimum Percentage Voting Requirements

Type of Resolution	Per cent.
Extraordinary Resolution of all Noteholders (or of a certain Class or Classes only)	At least $66\frac{2}{3}$ per cent.
Ordinary Resolution of all Noteholders (or of a certain Class or Classes only)	More than 50 per cent.

(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 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

Any Resolution to sanction any of the following items (each a "**Key Terms Modification**") 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):

- (A) the Redemption Price in respect of such Class of Notes being less than 100 per cent. of the Principal Amount Outstanding thereof, together with any accrued and unpaid interest in respect thereof to the relevant day of redemption;
- (B) any modification of this Condition 14(b) (*Decisions and Meetings of Noteholders*) or the provisions of the Trust Deed relating to the convening meetings of the Noteholders or any Class thereof (and for passing Written Resolutions);
- (C) any modification of any Transaction Document having a material adverse effect on the security over the Collateral constituted by the Trust Deed or the Irish Security Agreement;
- (D) 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;
- (E) the modification of any provision relating to the timing and/or circumstances of the payment of interest or redemption of the Notes of the relevant Class at maturity or

otherwise (including the circumstances in which the maturity of such Notes may be accelerated);

- (F) 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;
- (G) 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 Issuances*);
- (H) a change in the currency of payment of the Notes of a Class;
- (I) any item requiring approval by Extraordinary Resolution pursuant to these Conditions or any Transaction Document; and
- (J) any change in the Priorities of Payment or of any payment items in the Priorities of Payment,

provided however that any such modification, adjustment or change will not require an Extraordinary Resolution but may be passed by an Ordinary Resolution of the holders of the relevant Class or Classes of Notes if such modification, adjustment or change is contemplated to facilitate or in connection with or being effected contemporaneously with an Optional Redemption by way of a Refinancing in whole or in part.

(vii) Ordinary Resolution

Any meeting of the Noteholders shall, subject to these Conditions and the Trust Deed, have power by Ordinary Resolution to approve any other matter relating to the Notes not referred to in paragraph (b)(vi) (*Extraordinary Resolution*) above.

(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 relevant Class or by written resolution of the holders of that relevant Class.

(c) Modification and Waiver

Without the consent of the Noteholders (other than as otherwise provided in paragraphs (xiii), (xxxiii) and (xxxiv) 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 of the Noteholders, consent to such amendment, modification, supplement or waiver (other than as provided in paragraphs (xi), (xii) and (xiv) below, where any such amendment, modification, supplement and/or waiver 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 (with the exception of paragraphs (xi), (xii) or (xiv) below), any such amendment, modification, supplement and/or waiver that has the effect of sanctioning a Key Terms Modification or the effect of sanctioning any item described in paragraph (b)(vi) (*Extraordinary Resolution*) above):

- (i) to add to the covenants of the Issuer for the benefit of the Noteholders or to surrender any right or power in the Trust Deed or the Collateral Management Agreement (as applicable) conferred upon the Issuer;

- (ii) to charge, convey, transfer, assign, mortgage or pledge any property to or with the Trustee or add to the conditions, limitations or restrictions on the authorised amount, terms and purposes of the issue, authentication and delivery of the Notes;
- (iii) to correct or amplify the description of any property at any time subject to the security of the Trust Deed or the Irish Security Agreement, 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 or the Irish Security Agreement (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 or the Irish Security Agreement any additional property;
- (iv) to modify the provisions of the Trust Deed or the Irish Security Agreement relating to the creation, perfection and preservation of the security interests of the Trustee in the Collateral to conform with applicable law;
- (v) 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;
- (vi) to make such changes as shall be necessary or advisable in order for the Notes of each Class to be (or to remain) listed and admitted to trading on the Global Exchange Market of Euronext Dublin or any other exchange;
- (vii) to amend, modify, enter into, accommodate the execution or facilitate the transfer by the relevant Hedge Counterparty of any Hedge Agreement upon terms satisfactory to the Collateral Manager and subject to receipt of Rating Agency Confirmation (unless any such amended or modified Hedge Agreement constitutes a Form Approved Hedge);
- (viii) save as contemplated in paragraph (d) (*Substitution*) below, to take any action advisable to prevent the Issuer from becoming subject to (or to otherwise reduce) withholding or other taxes, fees or assessments;
- (ix) to take any action advisable to prevent the Issuer from being treated as resident in any jurisdiction outside of Ireland for tax purposes or otherwise as generally subject to tax on its profits, income or gains outside of Ireland or subject to VAT in any jurisdiction in respect of any Collateral Management Fees;
- (x) to take any action advisable to prevent the Issuer from being treated as engaged in a United States trade or business or subject to U.S. federal, state or local income tax on a net income basis;
- (xi) 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 or after becoming effective, be materially prejudicial to the interests of the Noteholders of any Class of Notes; in each case provided that any such additional agreements include customary limited recourse and non-petition provisions;
- (xii) 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 or to conform the provisions of the Transaction Documents to the Conditions;
- (xiii) subject to (A) paragraph (xvii), (xx) and (xxvi) below, which shall take priority in the event of a conflict, (B) Rating Agency Confirmation and (C) the consent of the Controlling Class acting by Ordinary Resolution, to make any modifications to the Collateral Quality Tests (other than as set out in paragraph (xxxiv) below in respect of the Weighted Average Life Test), Portfolio Profile Tests, Reinvestment Overcollateralisation Test, Reinvestment Criteria

or Eligibility Criteria and all related definitions (including in order to reflect changes in the methodology applied by the Rating Agencies);

- (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 make any amendments to the Trust Deed or any other Transaction Document to enable the Issuer to comply with FATCA and/or the CRS or any other similar regime for reporting and exchanging tax information;
- (xvii) notwithstanding paragraph (xiii) above, to modify or amend any components of the Fitch Test Matrices or the Moody's Test Matrix, subject to receipt of Rating Agency Confirmation from Fitch or Moody's, as applicable;
- (xviii) to make any changes necessary to reflect 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*) or any changes necessary to facilitate the Issuer to effect a Refinancing, or any changes necessary as a consequence of a Refinancing, in each case, under Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*);
- (xix) subject to paragraph (xiii) above, but notwithstanding paragraph (xvii) above, to 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;
- (xx) notwithstanding paragraph (xiii) and (xvii) above, to conform the Transaction Documents to the Offering Circular;
- (xxi) to modify the Transaction Documents in order to comply with Rule 17g-5 or Rules 17g-10 of the Exchange Act;
- (xxii) to modify the terms of the Transaction Documents and/or the Conditions and/or to enter into any additional agreements not expressly prohibited by the Trust Deed or these Conditions in order to enable the Issuer to comply with any requirements which apply to it under EMIR, AIFMD, the Dodd-Frank Act, CRA3, CFTC or the Securitisation Regulation (including any implementing regulations, technical standards and guidance respectively related thereto) (including in connection with the preparation of Portfolio Reports and Investor Reports following the Securitisation Regulation Reporting Effective Date);
- (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 with changes in the EU Retention Requirements or corresponding retention requirements under the UCITS Directive;
- (xxiv) to make such changes as are necessary to facilitate the transfer of any Hedge Agreement to a replacement counterparty or the roles of any Agent to a replacement agent, in each case in circumstances where such Hedge Counterparty or Agent does not satisfy the applicable Rating Requirement and subject to such replacement counterparty or agent (as applicable) satisfying the applicable requirements in the Transaction Documents including, without limitation, the applicable Rating Requirement;
- (xxv) subject to Rating Agency Confirmation (other than to the extent otherwise permitted pursuant to paragraph (xxii) above), to amend, modify or supplement any Hedge Agreement to the extent necessary to allow the Issuer or the relevant Hedge Counterparty to comply with any

enactment, promulgation, execution or ratification of, or any change in or amendment to, any law or regulation (or in the application or official interpretation of any law or regulation) that occurs after the parties enter into the Hedge Agreement, provided that Rating Agency Confirmation shall not be required in the event that the relevant Hedge Agreement will be a Form Approved Hedge following such amendment, modification or supplement;

- (xxvi) notwithstanding paragraph (xiii) above, to modify the terms of the Transaction Documents in order that they may be consistent with the requirements of the Rating Agencies, in a manner that an officer of the Collateral Manager certifies to the Trustee (upon which certificate the Trustee shall rely absolutely and without further enquiry or liability) would not materially prejudice the interests of the Noteholders of any Class of Notes, subject to receipt by the Trustee of Rating Agency Confirmation that such modifications will not result in the reduction or withdrawal of any of the ratings currently assigned to the Rated Notes by such Rating Agency in respect of the Rated Notes from each Rating Agency then rating the Rated Notes (upon which certification and confirmation the Trustee shall be entitled to rely absolutely and without further enquiry or liability);
- (xxvii) to make any change necessary to prevent the Issuer from becoming an investment company or being required to register as an investment company under the Investment Company Act;
- (xxviii) to make any modification or amendment determined by the Issuer, as advised by the Collateral Manager, (in consultation with legal counsel experienced in such matters) as necessary or advisable for any Class of Rated Notes to not be considered an "ownership interest" as defined for purposes of section 13 of the U.S. Bank Holding Company Act of 1956, as amended, and the applicable rules and regulations thereunder, provided that such modification or amendment would not, in the opinion of the Issuer, be materially prejudicial to the interests of the Noteholders of any Class;
- (xxix) to amend, modify or otherwise accommodate changes to any Transaction Document relating to the administrative procedures for reaffirmation of ratings on the Notes as required by the rating criteria of the Rating Agencies;
- (xxx) to change the date within the month on which Reports are required to be delivered;
- (xxxi) notwithstanding any other provision of this Condition 14(c) (*Modification and Waiver*), if Fitch or Moody's (as applicable) publicly announce a change in the Fitch Recovery Rates, Moody's Recovery Rates or Moody's Rating Factors (as applicable), to amend or modify such recovery rates or rating factors in the Transaction Documents at the discretion of the Collateral Manager;
- (xxxii) to facilitate a Regulatory Refinancing or any changes required as a consequence of a Regulatory Refinancing in each case, under Condition 7(b)(vi) (*Optional Redemption effected through Regulatory Refinancing*);
- (xxxiii) to enter into one or more supplemental trust deeds or any other modification, authorisation or waiver of the provisions of the Transaction Documents upon terms satisfactory to the Collateral Manager to:
 - (A) change the reference rate in respect of the Floating Rate Notes from EURIBOR to an alternative base rate (such rate, the "**Alternative Base Rate**");
 - (B) to replace references to "LIBOR", "EURIBOR", "London Interbank Offered Rate" and "Euro Interbank Offered Rate" (or similar terms) to the Alternative Base Rate when used with respect to a Floating Rate Collateral Debt Obligation;
 - (C) amend provisions which reference an index that has an equivalent frequency and setting date to the index applicable to a Floating Rate Collateral Debt Obligation to the extent that no such equivalent is available; or

- (D) to make such other amendments as are necessary or advisable in the reasonable judgment of the Collateral Manager to facilitate the foregoing changes,

provided that:

- (1) unless the Alternative Base Rate is the Designated Base Rate, the Controlling Class and the Subordinated Noteholders (each acting by Ordinary Resolution) consent to such supplemental trust deed or other modification, authorisation or waiver; and
 - (2) such amendments and modifications are being undertaken due to (x) a material disruption to LIBOR, EURIBOR or another applicable or related index or benchmark, (y) a change in the methodology of calculating LIBOR, EURIBOR or another applicable or related index or benchmark or (z) LIBOR, EURIBOR or another applicable or related index or benchmark ceasing to exist (or the reasonable expectation of the Collateral Manager that any of the events specified in paragraphs (x), (y) or (z) will occur); and
- (xxxiv) to modify the Weighted Average Life Test definition by amending the date contained therein (x) by 12 months or less, with the consent of the Controlling Class acting by Ordinary Resolution, and/or (y) either (A) by more than 12 months or (B) by any length of time following any modification in accordance with sub-paragraph (x) hereof, with the consent of each Class of Notes acting by Ordinary Resolution, in each case subject to Rating Agency Confirmation.

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, each Rating Agency; and
- (B) the Noteholders in accordance with Condition 16 (*Notices*); and

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 without the prior consent of each Hedge Counterparty if such change would have a material adverse effect on the rights or obligations of such Hedge Counterparty without such Hedge Counterparty's prior written consent.

To the extent required pursuant to a Hedge Agreement, the Issuer shall notify each Hedge Counterparty of any proposed amendment to any provisions of the Transaction Documents and, other than where there are no Hedge Transactions then outstanding with the relevant Hedge Counterparty, seek the prior consent of such Hedge Counterparty in respect thereof, in each case to the extent required in accordance with and subject to 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 above or in accordance with and subject to the terms of the relevant Hedge Agreement. If a Hedge Agreement allows a certain period for the relevant Hedge Counterparty to consider and respond to such a consent request, during such period and pending a response from the relevant Hedge Counterparty, the Issuer shall not make any such proposed amendment. For the avoidance of doubt, the Issuer may make such proposed amendment if any timeframe specified in the relevant Hedge Agreement for such Hedge Counterparty to provide their consent to the relevant proposed amendment has lapsed.

For the avoidance of doubt, the Trustee shall, without the consent or sanction of any of the Noteholders (other than as otherwise provided in paragraphs (xiii), (xxiii) and (xxxiv) above) or any other Secured Party (unless otherwise specified above), concur with the Issuer, in making any modification,

amendment, waiver or supplement pursuant to the paragraphs above to the Transaction Documents which the Issuer certifies to the Trustee as being made subject to and in accordance with such paragraphs (upon which certification the Trustee will be entitled to conclusively rely without enquiry or 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 rights, powers, authorisations, indemnities, discretions or protections, of the Trustee in respect of the Transaction Documents.

In the case of a modification, amendment, waiver or supplement pursuant to paragraphs (xi), (xii) and (xiv) above, under no circumstances shall the Trustee be required to give such consent on less than 21 days' notice and the Trustee shall be entitled to obtain 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.

In particular, the Issuer shall notify the Controlling Class in accordance with these Conditions of any proposed modification pursuant to paragraph ((xxvi)) above promptly upon being notified thereof by the Collateral Manager in accordance with the Collateral Management Agreement. Notwithstanding any provision of the Transaction Documents or these Conditions, if the Controlling Class (acting by Ordinary Resolution, including by way of Written Resolution), delivers a notice of objection to any such proposed modification to the Principal Paying Agent in accordance with the Trust Deed, no later than 10 Business Days after having received notice of such proposed modification from the Issuer (such notice being deemed to have been received by each Noteholder on the Business Day following the date of delivery of such notice by the Principal Paying Agent on behalf of the Issuer to the Clearing Systems for onward transmission to beneficial owners in accordance with the Agency Agreement and the Trust Deed), no such proposed modification may be effected by the Issuer (or the Collateral Manager on behalf of the Issuer).

(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 or any other Secured Party), 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, subject to the consent of the Controlling Class (acting by way of Ordinary Resolution) and receipt of Rating Agency Confirmation (subject to receipt of such information and/or opinions as the Rating Agency 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 direct.

The Issuer shall procure that, so long as the Notes are listed on the Global Exchange Market of Euronext Dublin any material amendments or modifications to the Conditions of the Notes, the Trust

Deed or such other conditions made pursuant to Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) shall be notified to Euronext Dublin.

(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 X Notes, 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 X Notes and the Class A Noteholders over the Class B Noteholders, Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (ii) 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, (iii) the Class C Noteholders over the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (iv) the Class D Noteholders over the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders, (v) the Class E Noteholders over the Class F Noteholders and the Subordinated Noteholders, and (vi) 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 amount of Notes Outstanding of such Class. The Trust Deed provides further that, except as expressly provided otherwise in any applicable Transaction Document or these Conditions, the Trustee will act upon the directions of the holders of the Controlling Class (or other Class where the holders of the Class or Classes having priority over such other Class do not have an interest in the subject matter of such directions) (in each case acting by Extraordinary Resolution) 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 or the Irish Security Agreement, 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 in 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 Global Exchange Market of Euronext Dublin and the rules of Euronext Dublin so require) shall be sent to the Company Announcements Office of Euronext Dublin or such other process as Euronext Dublin may require. Any such notice shall be deemed to have been given to the Noteholders (a) in the case of inland mail three calendar days after the date of dispatch thereof, (b) in the case of overseas mail, seven calendar days after the dispatch thereof or, (c) in the case of electronic transmission, on the date of dispatch.

Notices will be valid and will be deemed to have been given, for so long as the Notes are admitted to trading on Euronext Dublin, when such notice is filed in the Company Announcements Office of Euronext Dublin or such other process as Euronext Dublin may require.

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 specified above, provided that such notice is also made to the Company Announcements Office of Euronext Dublin for so long as such Notes are listed on the Global Exchange Market of Euronext Dublin and the rules of Euronext Dublin 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 Issuances

- (a) The Issuer may during the Reinvestment Period, subject to the approval of the Controlling Class acting by Ordinary Resolution in respect of any additional issuance of Class A Notes, create and issue additional Notes of each Class (other than Class X Notes and Class M-2 Subordinated Notes) (on a *pro rata* basis with respect to each existing Class of Notes) which shall be consolidated and form a single series with the Outstanding Notes of such Class (unless otherwise provided) (in each case, any such Notes, "**Additional Notes**") and use the proceeds 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 or, solely with the proceeds of an issuance of additional Subordinated Notes, to purchase Collateral Enhancement Obligations or as otherwise permitted under the Trust Deed, provided that the following conditions are met:
- (i) in the case of an issuance of Additional Notes of an existing Class, such issuance may not exceed 100 per cent. of the original outstanding amount of the applicable Class or Classes of Rated Notes;
 - (ii) in the case of an issuance of Additional Notes of an existing Class, the terms of the issued Notes must be identical to the respective terms of previously issued Notes of the applicable Class (except that the interest due on any additional Rated Notes will accrue from the issue date of such additional Rated Notes and the interest rate and price of such Notes do not have to be identical to those of the initial Notes of that Class, provided that, if (A) the margin applicable to any Additional Notes for the purposes of determining the relevant interest rate is not equal to or less than the margin applicable to the initial Notes of that Class or (B) if either (i) any of the Notes of an existing Class are Fixed Rate Notes, and the related Additional Notes are floating rate obligations, or (ii) any of the Notes of an existing Class are Floating Rate Notes, and the related Additional Notes are fixed rate obligations, Rating Agency Confirmation from Fitch has been obtained);
 - (iii) the proceeds of any Additional Notes (net of fees and expenses incurred in connection with such issuance) will be treated as Principal Proceeds, used 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 or, solely with the proceeds of an issuance of additional Subordinated Notes, Collateral Enhancement Obligations, or applied as otherwise permitted under the Trust Deed;
 - (iv) the Issuer (or an agent acting on behalf of the Issuer) must notify the Rating Agencies then rating any Notes of such additional issuance;
 - (v) in respect of any additional issuance occurring on or after the Effective Date, the Par Value Tests will be maintained or improved after giving effect to such additional issuance of Notes when compared with the results of such tests immediately prior to such additional issuance of Notes;
 - (vi) the holders of the relevant Class of Notes in respect of which further Notes are issued shall have been notified in writing 15 calendar 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;
 - (vii) (so long as the existing Notes of the Class of Notes to be issued are listed on the Global Exchange Market of Euronext Dublin) the additional Notes of such Class to be issued are in accordance with the requirements of Euronext Dublin and are listed on the Global Exchange Market of Euronext Dublin (for so long as the rules of Euronext Dublin so requires);

- (viii) 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;
 - (ix) an opinion of tax counsel of nationally recognised standing in the UK experienced in such matters will be delivered to the Trustee that provides such additional issuance will not (1) result in the Issuer becoming subject to UK taxation with respect to its net income, (2) result in the Issuer being treated as being engaged in a trade or business within the UK, or (3) have a material adverse effect on the U.K. tax treatment of the Issuer or the U.K. tax consequences to the holders of any Class of Notes outstanding at the time of issuance;
 - (x) the Issuer and the Trustee will have received advice of tax counsel of nationally recognised standing in the United States experienced in such matters to the effect that (A) such additional issuance will not cause the opinion delivered on the Issue Date by Allen & Overy LLP with respect to the characterisation of the Class X Notes, Class A Notes, Class B Notes, Class C Notes, Class D Notes and the Class E Notes as indebtedness for U.S. federal income tax purposes to be incorrect, and (B) any additional Class A Notes, Class B Notes, Class C Notes and 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 advice of tax counsel described in paragraph (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;
 - (xi) any Additional Notes that are not fungible for U.S. federal income tax purposes with existing Notes shall have a different ISIN (or equivalent identifier);
 - (xii) such issuance of Additional Notes is accomplished in a manner that allows the accountants of the Issuer to accurately provide the tax information relating to original issue discount of any applicable Notes (including the Additional Notes);
 - (xiii) an officer's certificate of the Issuer is delivered to the Trustee stating that the foregoing paragraphs (i) to (xi) (inclusive) have been satisfied;
 - (xiv) the Retention Holder consenting to purchase a sufficient amount of each of the tranches sold or transferred to investors which are the subject of such additional issuance such that its holding equals no less than 5 per cent. of the nominal value of each of the tranches sold or transferred to investors, and for these purposes, any Class of Notes ranking at the same level shall constitute a "**tranche**"; and
 - (xv) a good faith determination by the Retention Holder that such issuance of Additional Notes will not cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules.
- (b) The Issuer may from time to time also create and issue 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), subject to the approval of the Class M-1 Subordinated Noteholders acting by Ordinary Resolution and the prior written approval of the Retention Holder, 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 Class M-1 Subordinated Notes are identical to the terms of the previously issued Class M-1 Subordinated Notes;
 - (ii) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such Class M-1 Subordinated Notes must be identical to the terms of the previously issued Class M-1 Subordinated Notes;
 - (iii) such additional Class M-1 Subordinated Notes are issued for a cash sales price;
 - (iv) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance;

- (v) the holders of the Class M-1 Subordinated Notes shall have been notified in writing 15 calendar days prior to such issuance and shall have been afforded the opportunity to purchase additional Class M-1 Subordinated Notes in an amount not to exceed the Anti-Dilution Percentage of such additional Class M-1 Subordinated Notes and on the same terms offered to investors generally;
 - (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) (so long as the existing Class M-1 Subordinated Notes are listed on the Global Exchange Market of Euronext Dublin) the additional Class M-1 Subordinated Notes to be issued are in accordance with the requirements of Euronext Dublin and are listed on the Global Exchange Market of Euronext Dublin (for so long as the rules of Euronext Dublin so requires);
 - (viii) a good faith determination by the Retention Holder that such issuance of Additional Notes will not cause the Retention Holder to fail to be in compliance with the EU Retention Requirements or the U.S. Risk Retention Rules; and
 - (ix) an opinion of counsel of nationally recognised experience in such matter has been delivered to the Issuer and the Trustee confirming that neither the Issuer nor the Portfolio will be required to register under the Investment Company Act as a result of such additional issuance.
- (c) In addition to Condition 17(a) and (b) (*Additional Issuances*) above, the Issuer may at any time during the Reinvestment Period, subject to the approval of the Subordinated Noteholders acting by Ordinary Resolution and subject to the separate approval in writing of the Collateral Manager, create and issue new Notes (other than Class X Notes and Class M-2 Subordinated Notes) having substantially the same terms and conditions as existing Classes 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) such new class or classes 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 paragraph (i) above, the terms (other than the date of issuance, the issue price, the rate of interest, and the date from which interest will accrue) of such new Notes must be substantially identical to the terms of previously issued Notes, provided that such new Notes may be unsecured notwithstanding that the previously issued Notes are secured;
 - (iv) the Issuer (or an agent acting on behalf of the Issuer) must notify the Rating Agencies then rating any Notes of such new issuance;
 - (v) (x) each Interest Coverage Test will be satisfied or, if not satisfied, will be maintained or improved, and (y) each Par Value Ratio will remain the same or increase, in each case after giving effect to such additional issuance of new Notes compared to what they were immediately prior to such additional issuance of new Notes;
 - (vi) (so long as the existing Notes are listed on the Global Exchange Market of Euronext Dublin) the new Notes to be issued are in accordance with the requirements of Euronext Dublin and are listed on the Global Exchange Market of Euronext Dublin (for so long as the rules of Euronext Dublin 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; and
- (viii) any issuance of new Notes would not result in non-compliance by the Collateral Manager with the EU 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 Issuances*) 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 of these Conditions 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. The Corporate Services Agreement and any non-contractual obligations arising out of or in connection with the Corporate Services Agreement is governed by and shall be construed in accordance with Irish law.

(b) Jurisdiction

The courts of England are to have exclusive 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, the Trustee and the other Secured Parties 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 TMF Global Services (UK) Limited (having an office, at the date hereof, at 6 St Andrew Street, 5th Floor, London, EC4A 3AE) 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 in England 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 estimated net proceeds of the issue of the Notes after payment of fees, expenses and other amounts payable on or about the Issue Date (including, without duplication, amounts deposited into the Expense Reserve Account) are expected to be approximately €400,810,000. Such proceeds will be used by the Issuer in payment of all net amounts due and payable in connection with the acquisition of Issue Date Collateral Debt Obligations on or prior to the Issue Date and net amounts due and payable in connection with the Warehouse Arrangements (as further described in "*The Portfolio—Acquisition of Collateral Debt Obligations*") and to fund the First Period Reserve Account on the Issue Date. The remaining proceeds shall be retained in the Unused Proceeds Account.

FORM OF THE NOTES

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 described below, the Class E Notes, the Class F Notes and the Subordinated Notes) 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 Global Certificate. See "*Transfer Restrictions*".

The Rule 144A Notes of each Class (other than in certain circumstances described below, the Class E Notes, the Class F Notes and the Subordinated Notes) 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 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 and authorised integral amounts in excess thereof applicable to interests in such Rule 144A Global Certificate only upon receipt by the Transfer Agent 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 Transfer Agent 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 Transfer Agent may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

CM Removal and Replacement Voting and Non-Voting Notes

A beneficial interest in a Rule 144A Global Certificate in the form of CM Removal and Replacement Exchangeable Non-Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in the form of CM Removal and Replacement Non-Voting Notes or an entity that is not an Affiliate of the transferor who takes delivery in the form of an interest in a Rule 144A Global Certificate in the form of CM Removal and Replacement Voting Notes, in each case in denominations greater than or equal to the minimum denominations applicable to interests in such Rule 144A Global Certificate only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A beneficial interest in a Rule 144A Global Certificate in the form of CM Removal and Replacement Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes in denominations greater than or equal to the minimum denominations applicable to interests in such Rule 144A Global Certificate only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A beneficial interest in a Regulation S Global Certificate in the form of CM Removal and Replacement Exchangeable Non-Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate in the form of CM Removal and Replacement Non-Voting Notes or an entity that is not an Affiliate of the transferor who takes delivery in the form of an interest in a Regulation S Global Certificate in the form of CM Removal and Replacement Voting Notes in denominations greater than or equal to the minimum denominations applicable to interests in such Regulation S Global Certificate, in each case only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A beneficial interest in a Regulation S Global Certificate in the form of CM Removal and Replacement Voting Notes may be transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes in denominations greater than or equal to the minimum denominations applicable to interests in such Regulation S Global Certificate only upon receipt by a Transfer Agent of a written transfer request (in the form provided in the Trust Deed) from the transferor.

A Noteholder holding a beneficial interest in a Global Certificate representing Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes may request by the delivery to a Transfer Agent of a written request that such beneficial interest be exchanged for a beneficial interest in a Global Certificate representing Notes in the form of CM Removal and Replacement Voting Notes only in connection with the transfer of such Notes to an entity that is not an Affiliate of such Noteholder, as provided above.

Beneficial interests in a Global Certificate representing Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes shall not be exchanged for a beneficial interest in a Global Certificate representing Notes in the form of CM Removal and Replacement Voting Notes in any other circumstances.

Beneficial interests in a Global Certificate representing Notes in the form of CM Removal and Replacement Non-Voting Notes shall not be exchangeable at any time for a beneficial interest in a Global Certificate representing Notes in the form of CM Removal and Replacement Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes.

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 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, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of) 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, as applicable, 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 (substantially in the form of Annex B (*Form of ERISA Certificate*)) to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person and (iii) holds such Class E Note, Class F Note or Subordinated Note, as applicable, in the form of a Definitive Certificate and in such case provides the Issuer and a Transfer Agent with a duly completed declaration in the form set out in Annex A (*Form of Irish Tax Declaration*) to this Offering Circular, other than in the case where the transferee is acquiring Class E Notes, Class F Notes or Subordinated Notes on the Issue Date, in which case they may acquire such Class E Notes, Class F Notes or Subordinated 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 calendar 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 the 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; (ii) the transferee has provided the Issuer and a Transfer Agent with an ERISA certificate (substantially in the form of Annex B (*Form of ERISA Certificate*)); and (iii) such transferee has provided the Issuer and a Transfer Agent with a duly completed declaration (in the form set out in Annex A (*Form of Irish Tax Declaration*)) to this Offering Circular so that an exemption from withholding tax may apply (as described in the "*Tax Considerations—Irish Taxation*" section of this Offering Circular).

No proposed transfer of Class E Notes, Class F Notes or Subordinated Notes (or interests therein) will be permitted or recognised if such transfer will cause 25 per cent. or more of the total value of the Class E Notes, Class F Notes or Subordinated Notes (determined separately by class) to be held by Benefit Plan Investors, disregarding Class E Notes, Class F Notes or Subordinated Notes (or interests therein) held by Controlling Persons.

Interests in Global Certificates representing Class E Notes, Class F Notes or Subordinated Notes may be exchangeable for interests in Definitive Certificates representing Class E Notes, Class F Notes or Subordinated Notes in accordance with the Conditions as amended above.

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 calendar 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 upon payment by the Noteholder or transferee or the giving of such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any stamp duty, tax or other duty or governmental charge 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) 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 or Regulation S, as applicable, a certification that the transfer is being made in compliance with the provisions of Rule 144A or Regulation S, as applicable. Definitive Certificates issued in exchange for a beneficial interest in the Rule 144A Global Certificate or Regulation S Global Certificate, as applicable, shall bear the legends applicable to transfers, 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 or authorised integral amounts thereof 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 B (*Form of ERISA Certificate*)). 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 and the Registrar 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 Collateral Manager, 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 "*Book Entry Ownership—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"), 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 deposited with, and registered in the name of 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 are 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 X Notes: "Aaa (sf)" from Moody's and "AAA (sf)" from Fitch; the Class A Notes: "Aaa (sf)" from Moody's and "AAA (sf)" from Fitch; the Class B-1 Notes: "Aa2 (sf)" from Moody's and "AA (sf)" from Fitch; the Class B-2 Notes: "Aa2 (sf)" from Moody's and "AA (sf)" from Fitch; the Class C Notes: "A2 (sf)" from Moody's and "A (sf)" from Fitch; the Class D Notes: "Baa3 (sf)" from Moody's and "BBB- (sf)" from Fitch; the Class E Notes: "Ba3 (sf)" from Moody's and "BB- (sf)" from Fitch; and the Class F Notes: "B3 (sf)" from Moody's and "B- (sf)" from Fitch. The Subordinated Notes will not be rated.

The ratings assigned by Fitch to the Class X Notes, the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned by Fitch 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. The ratings assigned by Moody's to the Rated Notes address the expected loss posed to investors by the legal final maturity on the Maturity Date.

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.

As of the date of this Offering Circular, each of the Rating Agencies is established in the European Union ("EU") and is registered under Regulation (EC) No 1060/2009 (as amended) (the "CRA3"). As such each Rating Agency is included in the list of credit rating agencies published by the European Securities and Markets Authority ("ESMA") on its website in accordance with the CRA3.

Moody's Ratings

Moody's Ratings address the expected loss posed to investors 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, issuer 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 Moody's deem relevant.

Fitch Ratings

The ratings assigned to the Rated Notes by Fitch are based upon Fitch's statistical analysis of historical default rates on debt obligations with similar characteristics to the Collateral Debt Obligations and the various eligibility requirements that the Collateral Debt Obligations are required to satisfy.

Fitch analyses the likelihood that each Collateral Debt Obligation will default, 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. Fitch then determines the level of credit protection necessary based on a specific percentile of the

portfolio default distribution determined by the Fitch "Portfolio Credit Model" which takes into account the correlation between assets in the portfolio based on the level of diversification by region, issuer and industry.

The results of a statistical analysis are incorporated into a cash flow model built to mimic the structure of the transaction. In this regard, the results of several default scenarios, in conjunction with various qualitative tests (e.g., analysis of the strength of the Collateral Manager), are used to determine the credit enhancement required to support a particular rating.

Fitch's ratings of the Rated Notes were established under various assumptions and scenarios.

There can be no assurance that actual defaults on the Collateral Debt Obligations will not exceed those assumed by Fitch in its analysis, or that recovery rates with respect thereto (and consequently loss rates) will not differ from those assumed by Fitch.

In addition to those quantitative tests, Fitch 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 Fitch deems relevant.

RULE 17G-5

THE ISSUER, IN ORDER TO PERMIT THE RATING AGENCIES TO COMPLY WITH THEIR 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 INVESTMENT MANAGER) PROVIDES 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 AN EVENT OF DEFAULT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE INVESTMENT MANAGER, NO PARTY OTHER THAN THE ISSUER MAY PROVIDE INFORMATION TO THE RATING AGENCIES ON THE ISSUER'S BEHALF.

ON THE ISSUE DATE, THE ISSUER WILL REQUEST ELAVON FINANCIAL SERVICES DAC, 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 THEIR OFFICERS, DIRECTORS OR EMPLOYEES PURSUANT TO, IN CONNECTION WITH OR RELATED DIRECTLY OR INDIRECTLY TO, THE TRUST DEED, THE COLLATERAL MANAGEMENT AGREEMENT, ANY OTHER 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.

THE ISSUER

General

The Issuer was incorporated in Ireland as a designated activity company on 27 April 2018 pursuant to the Companies Act with the name Voya Euro CLO II Designated Activity Company and the company registered number 625587.

The authorised share capital of the Issuer is €100,000,000 divided into 100,000,000 ordinary shares of €1.00 each (the "**Shares**" and each a "**Share**"). The Issuer has issued one Share, which is fully paid up and is held directly or indirectly by TMF Management (Ireland) Limited (the "**Share Trustee**") on trust for charitable purposes. TMF Management (Ireland) Limited has, inter alia, undertaken not to exercise its voting rights to wind up the Issuer unless and until it has received written confirmation from the Directors of the Issuer that the Issuer does not intend to carry on further business.

The Issuer has been established as a special purpose vehicle for the purposes of acquiring financial assets, issuing financial instruments and the entering into of other legally binding arrangements.

Directors and Company Secretary

The directors of the Issuer and their respective business addresses and principal activities outside the Issuer are:

Name	Address	Principal Activities
Kevin Butler	3 rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland	Company Director
Deirdre Bourke	3 rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland	Company Director

The company secretary of the Issuer is TMF Administration Services Limited.

The registered office of the Company Secretary of the Issuer is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland. The telephone number of the registered office of the Issuer is +353 1 614 6240 and the facsimile number is +353 1 614 6250.

In accordance with the terms of the Corporate Services Agreement, the Issuer has appointed TMF Administration Services Limited as corporate services provider to provide certain administrative, accounting and related services to the Issuer in consideration for the Issuer paying it the remuneration and expenses set out in the Corporate Services Agreement. The appointment of the Corporate Services Provider may be terminated forthwith if, *inter alia*, the Corporate Services Provider commits any material breach of the Corporate Service Agreement, is unable to pay its debts as they fall due or otherwise becomes insolvent or enters into any composition or arrangement with or for the benefit of its creditors or any class thereof. The registered office of the Corporate Services Provider is at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland.

Kevin Butler and Deirdre Bourke are employees of TMF Management (Ireland) Limited.

Activities of the Issuer to date

The principal activities of the Issuer are set out in clause 3 of its Constitution and include, *inter alia*, carrying on the business of entering into financial transactions.

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 paid in full on the Issue Date using (in part) 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, conversion to a designated activity company pursuant to the Companies Act, the authorisation and entry into of the Warehouse Arrangements, the acquisition of certain Collateral Debt Obligations, the authorisation and issue of the Notes, and all other activities incidental thereto.

Indebtedness

Other than which the Issuer has incurred or shall incur in relation to the Warehouse Arrangements (which shall be repaid in full on the Issue Date) and the transactions contemplated in this Offering Circular, the Issuer has no indebtedness as at the date of this Offering Circular.

Financial Statements

The Issuer has not prepared financial statements as of the date of this Offering Circular. The Issuer intends to publish its first financial statements in respect of the period ending on 31 December 2018. The Issuer will not prepare interim financial statements. The financial year of the Issuer ends on 31 December in each year.

The independent auditors of the Issuer are Ernst & Young, who are chartered accounts and are members of the Institute of Chartered Accountants of Ireland and registered auditors qualified to practice 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 Placement Agent or any other party. Accordingly, notwithstanding anything to the contrary herein, the Issuer and the Placement Agent do not assume any responsibility for the accuracy, completeness or applicability of such information.

General

During the Warehouse Arrangements, the Collateral Manager has advised the Issuer with respect to the purchase of obligations prior to the Issue Date. Commencing on the Issue Date, the Collateral Manager will perform advisory functions with respect to the Portfolio and this CLO transaction pursuant to the Collateral Management Agreement. In accordance with the Eligibility Criteria, Collateral Quality Tests, Portfolio Profile Tests and other requirements and in accordance with the provisions of the Collateral Management Agreement, the Collateral Manager will select the Portfolio of investments and manage the disposition and the acquisition of investments for the Issuer. Pursuant to the terms of the Collateral Management Agreement, the Collateral Manager will monitor the Portfolio and provide the Issuer with advice (and act on the Issuer's behalf) with respect to exercising the Issuer's rights of ownership with respect to any Collateral (such as amendments, waivers, extensions, enforcement and collection) and any work out or distress situation. The Collateral Manager also will instruct the Trustee from time to time with respect to the investment of retained funds in Eligible Investments. The investment management activities of Collateral Manager on behalf of the Issuer will be subject to certain restrictions contained in the Collateral Management Agreement.

On the Issue Date, the Collateral Manager will be reimbursed by the Issuer for certain of its expenses incurred in connection with the organisation of the Issuer (including legal fees and expenses).

Various potential and actual conflicts of interest may arise from the various activities of the Collateral Manager and related parties. See "*Risk Factors—Certain Conflicts Of Interest—Certain Conflicts of Interest Involving or Relating to the Collateral Manager and its Affiliates*".

Voya Alternative Asset Management LLC

The Collateral Manager, Voya Alternative Asset Management LLC, is a Delaware limited liability company that is registered as an investment adviser with the SEC. Its principal place of business is 230 Park Avenue, New York, New York, and it has other offices in Windsor, Connecticut, Atlanta, Georgia, and Scottsdale, Arizona.

The Collateral Manager is an indirect, wholly owned subsidiary of Voya Financial, Inc., a publicly held U.S. corporation. Voya Financial, Inc. is a leading provider of financial products and services in the U.S., including retirement, investment and insurance, employing approximately 6,000 individuals as of December 31, 2018.

The Collateral Manager is part of Voya Investment Management, the investment management arm of Voya Financial, Inc. that employed over 900 individuals, including more than 250 investment professionals, as of December 31, 2018. Voya Investment Management provides investment advisory services to a wide range of customers, including CLO issuers, mutual funds, insurance companies, pension plans and individuals. Voya Investment Management offers numerous investment strategies, including equity, fixed income and alternative investments strategies. As of December 31, 2018, Voya Investment Management had approximately \$205 billion in total assets under management across all portfolios and strategies.

The Senior Loan Group (the "**Voya Senior Loan Group**") within the Collateral Manager will manage the Issuer's investment portfolio pursuant to the Collateral Management Agreement. The Voya Senior Loan Group is located in Scottsdale, Arizona, and consists of a team of 34 investment professionals and 27 support staff. The Voya Senior Loan Group personnel include personnel employed by the Collateral Manager's affiliates, Voya Investment Management Co. LLC and Voya Investment Management (UK) Limited. As of December 31,

2018, the Voya Senior Loan Group managed over \$25 billion in assets that are substantially similar to the Collateral Debt Obligations and Eligible Investments that it will manage for the Issuer across 41 portfolios, including 24 CLOs (including the Issuer). For purposes of this Offering Circular, all descriptions of the investment process, personnel and duties of the Collateral Manager refer to the Voya Senior Loan Group within the Collateral Manager.

Investment Process

The Collateral Manager employs a disciplined process to identify, analyse, purchase and monitor investments. This process begins with macroeconomic research. The Collateral Manager continually monitors world events, interest rate trends, domestic and global economic cycles and other economic variables. This research helps the Collateral Manager identify industries for further review and analysis.

Once industries have been identified for further review and analysis, the Collateral Manager analyses those industries in terms of, among other things, whether they are cyclical or non-cyclical, production or distribution, durable or non-durable, integrated or non-integrated, industrial or consumer, domestic or international, and analyses their capital flows, developing trends, pricing power and supply/demand dynamics.

Fundamental credit analysis is the foundation of the Collateral Manager's portfolio construction. The Collateral Manager analyses potential investments with respect to both the individual company and the deal structure. Fundamental credit analysis of a company is an in-depth, independent analysis focused on free cash flow generation, liquidity and adequacy of collateral coverage. In addition, the Collateral Manager evaluates a company's management, its competitive position, its market share within its industry, and the strengths and weaknesses of its business segments.

The Collateral Manager's review of the structure of a proposed investment focuses on the provisions of the credit documents, including the strength of the protective covenants and the voting rights of lenders. The Collateral Manager also analyses the sponsors of the transaction to determine whether they are proven, committed, and have the financial resources required to support the company if necessary.

Proposed investments that are recommended after the foregoing review and analysis are presented to the Collateral Manager's Investment Committee. The Investment Committee is comprised of the Voya Senior Loan Group's two group heads and a senior credit officer. The Investment Committee approves all new credit exposure and sets maximum per issuer credit limits. It also oversees secondary trading and compliance, validates credit scores, sets trading policy and provides approval of regular quarterly monitoring. All investment decisions of the Investment Committee must receive majority approval.

The final aspect of the Collateral Manager's investment process is rigorous on-going monitoring. The Collateral Manager's investment professionals continuously monitor general economic and company specific information, including daily review of indicative market valuations. The Investment Committee oversees internal credit ratings on all assets under management. In addition, all assets are subject to a formal credit review by the Investment Committee at least quarterly.

Personnel

Set forth below is information regarding certain key personnel of Voya, although such persons may not necessarily continue to hold such positions during the entire term of the Collateral Management Agreement.

Investment Committee and Credit Risk Management

Dan Norman

Group Head and Managing Director, Senior Loans

Years of investment experience: 34

Years with company: 27

Dan Norman is managing director and group head of the Voya Investment Management senior loan group. He co-manages the group with Jeff Bakalar, and serves as a member of the group's investment committee. Dan is a former member of the board of directors of the Loan Syndications and Trading Association and the International Association of Credit Portfolio Managers. Dan received his MBA from the University of Nebraska.

Jeff A. Bakalar

Group Head and Chief Investment Officer, Senior Loans

Years of investment experience: 33

Years with company: 21

Jeff Bakalar is managing director, group head and chief investment officer of the Voya Investment Management senior loan group. He co-manages the group with Dan Norman, and he is chairman of the group's investment committee. Jeff is currently a member of the board of directors of the Loan Syndications and Trading Association. Jeff received his MBA from DePaul University.

Ralph E. Bucher

Senior Vice President, Chief Credit Officer

Years of investment experience: 34

Years with company: 18

Ralph Bucher is senior vice president and chief credit officer for the Voya Investment Management senior loan group. Ralph serves as a member of the group's investment committee. Ralph also assists in the approval and monitoring of senior loan credit exposures, distressed credit management, loan valuations and risk management. Prior to joining the firm, Ralph was the North American head of special assets for Standard Chartered Bank. Ralph has also held other senior credit risk management positions with Standard Chartered and Soci  t   G  n  rale, as well as credit structuring and analysis positions with National Australia Bank and Commerzbank. Ralph received his masters of international management degree from the Thunderbird School of Global Management.

Mohamed Basma, CFA

Senior Vice President, Portfolio Manager

Years of investment experience: 22

Years with company: 19

Mohamed Basma is a senior vice president and portfolio manager of the Voya Investment Management senior loan group. Mohamed is a member of the group's investment committee. He is also portfolio manager for the senior loan group's CLOs and is responsible for all aspects of the senior loan group's U.S. and European CLO business. Prior to joining the firm, Mohamed was a senior auditor/consultant in the audit and business advisory group with Arthur Andersen, LLP, responsible for executing corporate audits and financial consulting engagements. Mohamed received his MBA from Arizona State University and holds the Chartered Financial Analyst   designation.

Kristopher Trocki, CFA

Senior Vice President and Portfolio Manager

Years of investment experience: 16

Years with company: 12

Kristopher Trocki is a vice president and portfolio manager of the Voya Investment Management senior loan group. Kristopher serves as portfolio manager for the senior loan group's U.S. and European CLOs and is

responsible for the group's alternative credit strategies. Prior to joining the firm, Kristopher was employed by MFS Investment Management in Phoenix, Arizona. He received his MBA from the University of Notre Dame and holds the Chartered Financial Analyst® designation.

Ambuj Chaudhary, CFA
Vice President, Structured Credit Manager
Years of investment experience: 15
Years with company: 6

Ambuj Chaudhary is a vice president and structured credit manager of the Voya Investment Management senior loan group. He is responsible for quantitative analysis, optimization of CLO portfolios, leading the team's efforts in structured finance and alternative investments, and investor relations. Prior to joining the firm, Ambuj worked at Seix Investment Advisors where he was responsible for quantitative analysis, performance attribution and investment risk analysis of all portfolio strategies. Previously, he worked in financial engineering groups at PWC LLP and Duff & Phelps Corporation advising hedge funds and insurance companies in structuring, valuation and risk assessment of derivatives and securitised products. Ambuj received his masters in financial engineering from Haas School of Business at University of California, Berkeley and holds the Chartered Financial Analyst® designation.

Jake Bretts-Jamison, Esq.
Vice President
Years of experience: 6
Years with company: 6

Jake Bretts-Jamison is a Vice President and the head of Group Legal Affairs for Voya Investment Management's Senior Loan Group. He joined the Group in 2013. Jake is responsible for legal and regulatory reporting and compliance, new product negotiation and construction, and oversight of all legal matters pertaining to CLO structuring. He received his Juris Doctor from New York Law School in 2013.

Olivier Struben
Senior Vice President, Regional Head Europe and Portfolio Manager
Years of experience: 21
Years with company: 19

Olivier Struben is a senior vice president, regional head Europe and portfolio manager of the Voya Investment Management senior loan group. Olivier is a member of the senior loan group's investment committee for purposes of approving European loans. Olivier works on European CLOs from the Group's London office, manages the Group's European investment operations, and is also responsible for credit analysis and monitoring. Olivier held various former research and management roles with the high yield and investment grade teams of ING Investment Management Europe. Prior to joining the firm in Europe, Olivier worked for the Kas Bank N.V. and the custody and settlement bank for the Dutch Stock Exchange, in the treasury and control department. Olivier received a MA in economics from the University of Amsterdam.

Floris van den Berg, CFA
Vice President, Portfolio Manager and Research Analyst
Years of experience: 17
Years with company: 17

Floris van den Berg is a vice president, portfolio manager and research analyst of the Voya Investment Management senior loan group. Floris works on European CLOs from the Group's London office and is also responsible for credit and sector analysis and monitoring. Prior to his current role, Floris was a portfolio manager in the institutional clients department and investment manager for the asset backed securities team of ING Investment Management Europe. Floris received his master's degree in economics from Erasmus University Rotterdam and holds the Chartered Financial Analyst® designation.

Joe Alston, CFA
Research Analyst
Years of experience: 5
Years with company: 4

Joe Alston is a research analyst of the Voya Investment Management senior loan group. Joe is responsible for the credit and sector analysis and monitoring of European loans. Prior to joining the firm, he worked for the performance analytics team of Henderson Global Investors. Joe received his MSc in Finance from the Lancaster University Management School and holds the Chartered Financial Analyst® designation.

Originator Selection of Assets

The Retention Holder shall apply to exposures to be securitised the same sound and well-defined criteria for credit-granting which it applies to non-securitised exposures and has clearly established processes for approving, amending, renewing and financing those credits and effective systems in place to apply those criteria and processes to ensure that credit-granting is based on a thorough assessment of the obligors' creditworthiness.

THE EU RETENTION AND DISCLOSURE REQUIREMENTS

The Issuer has accurately reproduced the information contained in the sections entitled "Description of the Retention Holder" and "Origination of Collateral Debt Obligations" below 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 Collateral Manager accepts responsibility for the information contained in the sections below headed "Description of the Retention Holder" and "Origination of Collateral Debt Obligations". To the best of the knowledge and belief of the Retention Holder (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. Such information 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 information appearing in this section consists of a summary of certain provisions of the Risk Retention Letter and does not purport to be complete and is qualified by reference to the detailed provisions of such letter.

Description of the Retention Holder

Voya Alternative Asset Management LLC shall act as Retention Holder for the purposes of the EU Retention Requirements.

The description and the address of the Retention Holder is set out in the "*The Collateral Manager*" section of this Offering Circular.

On the Issue Date, the Collateral Manager, in its separate capacity as Retention Holder, acting for its own account, will sign the Risk Retention Letter addressed to the Issuer, the Trustee (for the benefit of the Noteholders), the Collateral Administrator and the Placement Agent. As Retention Holder, the Collateral Manager will hold the Retention Notes, as described below, in its capacity as "originator" for the purposes of the EU Retention Requirements. On the basis of the paragraphs below, and the undertakings, representations, warranties and acknowledgements to be given by the Collateral Manager set out below, the Collateral Manager reasonably believes that it is an "originator" for the purposes of the EU Retention and Disclosure Requirements.

Prospective investors should consider the discussion in "*Risk Factors—Regulatory Initiatives—Risk Retention and Due Diligence Requirements—EU Risk Retention and Due Diligence Requirements*" and "*Risk Factors—Regulatory Initiatives—EU Disclosure Requirements*" above.

The Retention

Under the Risk Retention Letter, the Retention Holder will, for so long as any Notes are Outstanding:

- (a) undertake to, on the Issue Date, subscribe for and hold on an ongoing basis, as originator, not less than 5 per cent. of the nominal value of each of the tranches sold or transferred to investors within the meaning of Articles 6(1) and 6(3)(a) of the Securitisation Regulation as it applies at the Issue Date (the "**Retention Notes**");
- (b) agree not to sell, hedge or otherwise mitigate its credit risk under or associated with the Retention Notes, except to the extent permitted in accordance with the EU Retention Requirements;
- (c) take such further reasonable action, provide such information (subject to any applicable duties of confidentiality) and on a confidential basis including confirmation of its compliance with paragraphs (a) and (b) above and enter into such other agreements as may reasonably be required to satisfy the EU

Retention Requirements as of (i) the Issue Date, and (ii) 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 at the expense of the entity requesting such additional information;

- (d) agree to confirm its continued compliance with the covenants set out at paragraphs (a) and (b) above (i) on a monthly basis to the Issuer, the Trustee, the Collateral Administrator and the Placement Agent in writing (which may be by way of email) and (ii) upon reasonable request in writing by the Issuer, the Trustee, the Collateral Administrator or the Placement Agent;
- (e) agree that it shall promptly notify the Issuer, the Trustee, the Collateral Administrator and the Placement Agent if for any reason it: (i) ceases to hold the Retention Notes in accordance with paragraph (a) above; (ii) fails to comply with the covenants set out in paragraph (b) or (c) above in any way; or (iii) any of the representations contained in the Risk Retention Letter fail to be true on any date;
- (f) represent and warrant that, for so long as it is required to retain the Retention Notes, it is and will continue to retain the Retention Notes in its capacity as an eligible "originator" for the purposes of the EU Retention Requirements;
- (g) represent, warrant, undertake and agree:
 - (i) that in relation to every Collateral Debt Obligation that it sells or transfers to the Issuer:
 - (i) it, either itself or through related entities, directly or indirectly, was involved or will be involved in the original agreement which created or will create such obligation; or
 - (ii) it purchased or will purchase such Collateral Debt Obligation on its own account prior to selling such obligation to the Issuer;
 - (ii) that it has established and is managing the securitisation scheme consisting of the issuance by the Issuer of the Notes described in this Offering Circular and appointed the Placement Agent to provide certain specific services in order to assist with such establishment;
 - (iii) that it is not an entity that has been established or that operates for the sole purpose of securitising exposures as further defined and set out in the EU Retention Requirements;
 - (iv) that it has a business strategy and the capacity to meet payment obligations consistent with a broader business enterprise and involving material support from capital, assets, fees or other income available to it, relying neither on the exposures it securitises, nor on any interests retained in accordance with the Securitisation Regulation, as well as any corresponding income from such exposures and interests; and
 - (v) that its responsible decision makers have the required experience to enable it to pursue its established business strategy, as well as an adequate corporate governance arrangement; and
 - (vi) that the Originator Requirement is satisfied on the Issue Date.

Prospective investors should consider the discussion in "*Risk Factors—Regulatory Initiatives—Risk Retention and Due Diligence Requirements—EU Risk Retention and Due Diligence Requirements*" and "*Risk Factors—Regulatory Initiatives—EU Disclosure Requirements*" above.

Originator Requirement

By way of background, the Securitisation Regulations define an "originator" refers to an entity which:

- (a) itself or through related entities, directly or indirectly, was involved in the original agreement which created the obligations or potential obligations of the debtor or potential debtor giving rise to the exposures being securitised; or
- (b) purchases third party exposures on its own account and then securitises them.

Article 3(1)(4) of the regulatory technical standards adopted by the EU Commission on 12 March 2014 ("the **CRR RTS**") provides that, where the securitised exposures are created by multiple originators (as is the case in a managed CLO, where assets are acquired from numerous sellers in the market), the retention requirements under Articles 404-410 (inclusive) of Regulation (EU) No. 575/2013 of the European Parliament and of the Council may be fulfilled in full by a single originator in circumstances where the relevant originator has established and is managing the scheme. Article 43(7) of the Securitisation Regulation confirms that the CRR RTS shall apply to securitisations until the regulatory technical standards to be adopted by the European Commission pursuant to Article 6(7) of the Securitisation Regulation.

"**Originator Requirement**" means the requirement which will be satisfied if, on the Issue Date:

- (a) the Aggregate Principal Balance of all Collateral Debt Obligations that have been acquired by the Issuer where the Collateral Manager has agreed to purchase such Collateral Debt Obligations from the Issuer in accordance with the Conditional Sale Agreement; divided by
- (b) the Target Par Amount,

is greater than or equal to 5 per cent.

Origination of Collateral Debt Obligations

General

The Collateral Manager may acquire assets on behalf of the Issuer which are intended to form part of the Collateral Debt Obligations ("**Originator Assets**"), such Originator Assets being acquired in the primary market or in the secondary market from third parties ("**Market Sellers**").

In relation to any asset acquired by it, the Collateral Manager may from time to time:

- (a) hold such asset to maturity;
- (b) sell such asset to the market; or
- (c) sell the asset to a CLO in respect of which it is the collateral manager, including the Issuer, subject to the satisfaction of certain conditions described below.

The Collateral Manager, having due regard to assets and liabilities held on its own balance sheet from time to time, shall have absolute discretion to acquire, hold and/or sell assets at any time and, if appropriate, shall also have absolute discretion to nominate the CLO to which any asset is proposed to be sold to.

Application of Losses/Risk

Any credit risk arising in connection with the Collateral Manager's purchase of any Originator Asset or losses in connection with its indirect financing of any Collateral Debt Obligation by way of its holding of the Retention Notes, shall be borne by the Collateral Manager.

Sale of Collateral Debt Obligations to CLOs

The Collateral Manager and the Issuer have entered into a conditional sale agreement (the "**Conditional Sale Agreement**") whereby the Collateral Manager has agreed that should an Originator Asset default in relation to the payment of interest or principal or if the obligor of such Originator Asset is subject to bankruptcy or insolvency proceedings at any time over the course of the 15 Business Days from the trade date of such Originator Asset in respect of the relevant sale by the applicable Market Seller to the Issuer (the "**Seasoning Period**"), the Collateral Manager shall purchase or settle such Originator Asset onto its balance sheet at a price equal to the price agreed by the Issuer to purchase such Originator Asset from the applicable Market Seller.

In the event that any Originator Asset does not satisfy certain conditions precedent during the Seasoning Period, including if such obligation becomes defaulted or the obligor is subject to bankruptcy or insolvency proceedings, the Issuer will not be obliged to complete the purchase of the Originator Asset and such Originator Asset will be purchased by the Collateral Manager in accordance with the terms of the Conditional Sale Agreement at a price equal to the price agreed by the Issuer to purchase such Originator Asset from the applicable Market Seller. As a result, the Collateral Manager will be exposed to default and credit risk on such Originator Assets for the applicable Seasoning Period.

EU Disclosure Requirements

In accordance with Article 7(2) of the Securitisation Regulation, each of the originator, sponsor and the Issuer (as applicable) are required to designate amongst themselves one entity to be the designated entity (the "**reporting entity**") to make available to the Noteholders, potential investors in the Notes and competent authorities (together, the "**Relevant Recipients**"), the documents, reports and information necessary to fulfil the relevant reporting obligations under Article 7(1) of the Securitisation Regulation. The Issuer shall, pursuant to the Collateral Management Agreement, agree to be the reporting entity for this transaction.

U.S. Bank National Association, acting on behalf of the Issuer, has made drafts of the applicable documentation referred to in Articles 7(1)(b) and 7(1)(c) of the Securitisation Regulation (the "**Pre-Pricing Draft Documents**") available to the Relevant Recipients before pricing of the Notes via the Reporting Website or by such other method of dissemination as is required by the Securitisation Regulation (as instructed by the Issuer or the Collateral Manager on its behalf). Investors should note that the Pre-Pricing Draft Documents are subject to change and that on or after the Issue Date, each Pre-Pricing Draft Document will be replaced by the final or signed (as applicable) version of such document.

Pursuant to the Collateral Management Agreement (i) the Collateral Manager (on behalf of and at the expense of the Issuer) is required (subject to any confidentiality undertakings given by the Collateral Manager or to which the Collateral Manager is subject) to provide to the Issuer (or any third party reporting services provider appointed by the Issuer) and the Collateral Administrator all reports, data and other information reasonably necessary and in its possession and/or control in connection with the proper performance by the Issuer as the reporting entity of such reporting obligations and (ii) following the occurrence of the Securitisation Regulation Reporting Effective Date, the Issuer (with the consent of the Collateral Manager) shall propose in writing to the Collateral Administrator the form, content, timing and manner of publication of any such reports and information for the purposes of the EU Disclosure Requirements. The Collateral Administrator shall consult with the Issuer and the Collateral Manager and, if it agrees to assist the Issuer with providing such reporting on such proposed terms, shall confirm in writing to the Issuer and the Collateral Manager. If the Collateral Administrator does not agree to provide such reporting, the Issuer (with the consent of the Collateral Manager)

shall appoint another entity to make such information available to the competent authorities, any Noteholder and any potential investor in the Notes.

THE PORTFOLIO

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.

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.

Introduction

Pursuant to the Collateral Management Agreement, the Collateral Manager will be 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. 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 commercially reasonable endeavours to cause to be acquired by the Issuer a portfolio of Senior Secured Loans, Senior Secured Bonds, Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds during the Initial Investment Period, the Reinvestment Period and thereafter, in each case, subject to the Eligibility Criteria, all in accordance with the Collateral Management Agreement. The Issuer anticipates that, by the Issue Date, it or the Collateral Manager on its behalf will have purchased or committed to purchase Collateral Debt Obligations, the Aggregate Principal Balance of which is equal to at least €360,000,000 which is approximately 90 per cent. of the Target Par Amount. The proceeds of issue of the Notes remaining after payment of: (a) the acquisition costs for the Collateral Debt Obligations acquired by the Issuer pursuant to 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 First Period Reserve Account, the Expense Reserve Account and the Unused Proceeds Account on the Issue Date. The Collateral Manager acting on behalf of the Issuer, shall use commercially reasonable endeavours to purchase Collateral Debt Obligations with an Aggregate Principal Balance (provided that, for the purposes of determining the Aggregate Principal Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its Moody's Collateral Value) 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, the Coverage Tests or the Reinvestment Overcollateralisation Test 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 24 December 2019, subject to the Effective Date Determination Requirements being satisfied.

No later than the Determination Date immediately following the Effective Date, the Balance standing to the credit of the Unused Proceeds Account may 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: (i) immediately after giving effect to such transfer, the Issuer shall have acquired or entered into binding commitments to acquire Collateral Debt Obligations, the Aggregate Collateral Balance of which equals or exceeds the Reinvestment Target Par Balance (provided that, for the purposes of determining the Aggregate Collateral Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its Moody's Collateral Value); and (ii) no more than 1 per cent. of the Reinvestment Target Par Balance may be transferred to the Interest Account on a cumulative basis, in aggregate and without duplication, from the Unused Proceeds Account and/or the Principal Account.

Within ten Business Days following the Effective Date the Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, 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 Collateral Balance which equals or exceeds the Reinvestment Target Par Balance, copies of which shall be forwarded to the Issuer, the Trustee, the Collateral Manager, each Hedge Counterparty and the Rating Agencies and made available by the Collateral Administrator via a secure website currently located at <https://pivot.usbank.com> (or such other website as may be notified by the Collateral Administrator to the Issuer, the Trustee, the Collateral Manager, the Placement Agent, each Hedge Counterparty, each Rating Agency, the Principal Paying Agent and the Noteholders from time to time) (provided that, for the purposes of determining the Aggregate Collateral Balance as provided above, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its Moody's Collateral Value).

Within 30 Business Days following the Effective Date the Issuer will provide, or cause the Collateral Manager to provide, to the Trustee confirmation of receipt of an accountants' certificate recalculating and comparing the Aggregate Principal Balance of all Collateral Debt Obligations purchased or committed to be purchased as at the Effective Date and the computations and results of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests (as applicable and other than the Interest Coverage Tests) by reference to such Collateral Debt Obligations.

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 (to the extent not previously received) confirm its Initial Ratings of the Rated Notes, provided that if the Effective Date Condition is satisfied then such Rating Agency Confirmation shall be deemed to have been received from Moody's. If the Effective Date Condition is not satisfied within 30 Business Days following the Effective Date, the Collateral Manager shall promptly notify Moody's. If (a)(i) the Effective Date Determination Requirements are not satisfied and Rating Agency Confirmation has not been received in respect of such failure; and (ii) the Collateral Manager (acting on behalf of the Issuer) does not present a Rating Confirmation Plan to the Rating Agencies, or the Collateral Manager (acting on behalf of the Issuer) presents a Rating Confirmation Plan to the Rating Agencies and Rating Agency Confirmation from the Rating Agencies is not received in respect of such Rating Confirmation Plan upon request therefor by the Collateral Manager; or (b) the Effective Date Condition is not satisfied and following a request therefor from the Collateral Manager following the Effective Date, Rating Agency Confirmation from Moody's is not received, an Effective Date Rating Event shall have occurred, provided that any downgrade or withdrawal 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.

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, either (a) the Issuer, at the direction of the Collateral Manager, shall purchase additional Collateral Debt Obligations or transfer amounts into the Principal Account pending reinvestment in Collateral Debt Obligations at a later date, in each case subject to and in accordance with the Priorities of Payments, until an Effective Date Rating Event is no longer continuing, or (b) 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 Payment, 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:

- (a) it is a Senior Secured Loan, a Senior Secured Bond, an Unsecured Senior Loan, a Mezzanine Obligation, a Second Lien Loan, a Corporate Rescue Loan, or a High Yield Bond;
- (b) it is (i) denominated in Euro or (ii)(A) denominated in a Qualifying Currency other than Euro and no later than the settlement date of the acquisition thereof, or (B) denominated in a Qualified Unhedged Currency, acquired in the Primary Market and no later than 180 calendar days following the settlement date of the acquisition thereof, the subject of a Currency Hedge Transaction entered into by the Issuer (or the Collateral Manager on its behalf) with a notional amount in the relevant currency equal to the aggregate principal amount of such obligation and 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, a Credit Impaired Obligation, a Deferring Security or a Step-Up Coupon Security;
- (d) it is not a lease (including, for the avoidance of doubt, a financial lease);
- (e) it is not a Structured Finance Security, letter of credit or a Synthetic Security;
- (f) it provides for a fixed amount of principal payable in cash on scheduled payment dates and/or at maturity and does not by its terms provide for earlier amortisation or prepayment in each case at a price of less than par;
- (g) it is not a Zero Coupon Security;
- (h) it is not convertible into equity by its terms and 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 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 similar fees) unless either: (i) such withholding tax can, upon completion of the relevant procedural formalities, be reduced or eliminated by application being made under an applicable double Tax treaty or convention 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;
- (j) other than in the case of a Corporate Rescue Loan, it has an Fitch Rating of not lower than "CCC-" and a Moody's Rating of not lower than "Caa3";
- (k) it is an obligation of an Obligor who is Domiciled in a jurisdiction the Moody's local currency country risk ceiling of which is "A3" or above;
- (l) it is not a debt obligation whose repayment is subject to substantial non-credit related risk;

- (m) 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; (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 Restructured Obligation Criteria and for the avoidance of doubt, the Issuer is not liable to pay any amounts in respect of a restructuring; or (vi) which are Delayed Drawdown Collateral Debt Obligations or Revolving Obligations, provided that, in respect of this paragraph (m) 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 obligation;
- (n) it will not require the Issuer or the pool of collateral to be registered as an investment company under the Investment Company Act;
- (o) it is not a debt obligation that pays scheduled interest less frequently than annually (other than, for the avoidance of doubt, PIK Securities);
- (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, stamp duty reserve tax or similar Tax or duty payable by the Issuer or by any person entitled to recover the same from the Issuer, unless such stamp duty, stamp duty reserve tax or similar Tax or duty has been included in the purchase price of such Collateral Debt Obligation;
- (s) upon acquisition, both (i) 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 similar security interest having first ranking priority and having a similar commercial effect in favour of the Trustee for the benefit of the Secured Parties and (ii) the Issuer (or the Collateral Manager on behalf of the Issuer) has notified the Trustee in the event that any Collateral Debt Obligation that is a bond is held through the Custodian but not held through Euroclear and has taken such action as the Trustee may require to effect such security interest;
- (t) is not an obligation of a borrower who or which is resident in or incorporated under the laws of Ireland and who or which is not acting in the conduct of a business or profession;
- (u) it is an obligation in respect of which the Obligor (or the guarantor of such obligation) is Domiciled in a Qualifying Country, as determined by the Collateral Manager;
- (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;
- (x) any change in the amount and/or timing of interest and principal payments pursuant to the relevant Underlying Instrument (for the avoidance of doubt, excluding any changes originally envisaged in such Underlying Instrument) requires the consent of a majority of lenders or holders, as applicable;
- (y) it is not a Project Finance Loan;

- (z) if it pays U.S.-source interest or is "registration required", it is in registered form for U.S. federal income tax purposes;
- (aa) it is not a Deferring Security;
- (bb) if it is a Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, it can only be drawn in Euro;
- (cc) it is not a Step-Down Coupon Security;
- (dd) it is a "qualifying asset" for the purposes of Section 110;
- (ee) it does not have an "(sf)" subscript assigned by Moody's;
- (ff) it is not an obligation of an Obligor that has total current indebtedness (comprising all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) of less than EUR 150,000,000 at the time at which the Issuer entered into a binding commitment to purchase such Collateral Debt Obligation;
- (gg) it has a minimum purchase price of 60.0 per cent. of the Principal Balance of such Collateral Debt Obligation;
- (hh) it is not, in the reasonable determination of the Collateral Manager, an obligation of an Obligor that derives the majority of its revenue from the tobacco industry;
- (ii) it is not a debt obligation which pays interest only and does not require the repayment of principal;
- (jj) it is not an obligation that contains limited recourse provisions that limit the obligation of the Obligor thereunder to a defined portfolio or pool of assets;
- (kk) it is not (i) a "specified mortgage" for the purposes of Section 110 of the TCA, (ii) units in an IREF (within the meaning of Chapter 1B of Part 27 of the TCA), or (iii) shares that derive their value from, or the greater part of their value from, directly or indirectly, Irish real estate;
- (ll) it is a "qualifying asset" for the purposes of Section 110 of the TCA;
- (mm) its acquisition by the Issuer will not result in the Issuer being required to be authorised as, or to appoint a "credit servicing firm" within the meaning of the Central Bank Act 1997 of Ireland (as amended); and
- (nn) it is not a debt obligation whose material terms are subject to mandatory change triggered by non-credit related events.

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.

"Project Finance Loan" means a loan obligation under which the obligor is obliged to make payments that depend (except for rights or other assets designed to assure the servicing or timely distribution of payments) on revenues arising from infrastructure assets, including, without limitation:

- (a) the sale of products, such as electricity, water, gas or oil, generated by one or more infrastructure assets in the utility industry by a special purpose entity; and
- (b) fees charged in respect of one or more highways, bridges, tunnels, pipelines or other infrastructure assets by a special purpose entity, and

in each case, the sole activity of such special purpose entity is the ownership and/or management of such asset or assets and the acquisition and/or development of such asset by the special purpose entity was effected primarily with the proceeds of debt financing made available to it on a limited recourse basis.

"Synthetic Security" means a security or swap transaction (other than a letter of credit or a Participation) that has payments of interest or principal on a reference obligation or the credit performance of a reference obligation.

"Step-Down Coupon Security" means a security 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 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.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty, fine or interest payable in connection with any failure to pay or any delay in paying any of the same) and "Taxes" and "Taxation" shall be construed accordingly.

"Zero Coupon Security" means a security (other than a Step-Up Coupon Security) that, at the time of determination, does not provide for periodic payments of interest.

Restructured Obligations

If a Collateral Debt Obligation becomes (in the sole discretion of the Collateral Manager) 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 each of the criteria comprising the Eligibility Criteria other than the criteria set out at paragraphs (c), (i), (j), (q), (r) and (v) (but only if notwithstanding the fact that a Collateral Debt Obligation is subject to a pending redemption, the redemption price of such Collateral Debt Obligation is expected to be 100 per cent. of the Principal Balance of such Collateral Debt Obligation) and (aa) and (cc) thereof, as determined by the Collateral Manager in its reasonable discretion, and provided that (i) such obligation has been assigned or otherwise has an Fitch Rating, and (ii) in the case of an obligation which, as a result of such restructuring, would have a Collateral Debt Obligation Stated Maturity falling on or after the Maturity Date of the Notes (a **"Long-Dated Restructured Obligation"**), not more than 2.5 per cent. of the Aggregate Collateral Balance (for which purpose, the Principal Balance of each Defaulted Obligation shall be its Fitch Collateral Value) shall consist of Long-Dated Restructured Obligations (such applicable criteria, the **"Restructured Obligation Criteria"**).

For the avoidance of doubt, the refinancing of a Collateral Debt Obligation which is not a restructuring, in circumstances whereby the redemption proceeds are rolled as consideration for a new obligation (including by way of a "cashless roll"), shall be treated as an acquisition by the Issuer of a new Collateral Debt 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 thereof in Substitute Collateral Debt Obligations. The Collateral Manager shall notify the Collateral

Administrator of all necessary details of the Collateral Debt Obligation or Exchanged Security to be sold and any proposed Substitute Collateral Debt Obligation to be purchased and the Collateral Administrator (on behalf of the Issuer) shall calculate and shall provide confirmation of whether the Portfolio Profile Tests and upon request by the Collateral Manager) and the other applicable Reinvestment Criteria and/or sale conditions which are required to be satisfied, maintained or improved in connection with any such sale or reinvestment are satisfied, maintained or improved or, if any such criteria are not satisfied, maintained or improved, shall notify the Issuer and the Collateral Manager of the reasons and the extent to which such criteria are not so satisfied, maintained or improved.

The Collateral Manager will subject to the Standard of Care (as such term is defined in the Collateral Management Agreement) to which it is subject under the Collateral Management Agreement, determine and use reasonable endeavours to cause to be purchased by the Issuer, Collateral Debt Obligations (including all Substitute Collateral Debt Obligations) which satisfy the Eligibility Criteria and, where applicable, the Reinvestment Criteria and the guidelines in the Collateral Management Agreement 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 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 Collateral Manager certifying to the Trustee and the Collateral Administrator that it believes, in its reasonable commercial judgment, that such security constitutes a Credit Impaired Obligation, a Credit Improved Obligation or a Defaulted Obligation as the case may be.

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 the Collateral Manager's knowledge, no Event of Default having occurred which is continuing.

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

Discretionary Sales

The Issuer or the Collateral Manager (acting on behalf of the Issuer) may dispose of any Collateral Debt Obligation (other than a Non-Eligible Issue Date Collateral Debt Obligation, 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 provided:

- (a) to the knowledge of the Collateral Manager, no Event of Default having occurred which is continuing;
- (b) a Restricted Trading Period is not currently in effect;
- (c) 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 twelve calendar months (or, for the first twelve calendar months after the Issue Date, during the period commencing on the Effective Date) is not greater than 25 per cent. of the Aggregate Collateral Balance as of the first day of such twelve calendar month period (or as of the Effective Date, as the case may be); and
- (d) 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 Sale Proceeds in one or more additional Collateral Debt Obligations with an Aggregate Principal Balance outstanding at least equal to the Investment Criteria Adjusted Balance of such sold Collateral Debt Obligation within 60 calendar days after the settlement of such sale in accordance with the Reinvestment Criteria; or
 - (ii) at any time, either: (1) the expected Sale Proceeds from such sale are at least equal to the Investment Criteria Adjusted Balance of such Collateral Debt Obligation; or (2) after giving effect to such sale, the Aggregate Principal Balance outstanding of all Collateral Debt Obligations (excluding the Collateral Debt Obligation being sold but including, without duplication, the expected Sale Proceeds of such sale and for such purpose the Principal Balance of each Defaulted Obligation shall be its Market Value multiplied by its Principal Balance) plus, without duplication, the amounts on deposit in the Principal Account and the Unused Proceeds Account (including Eligible Investments therein save for interest accrued on Eligible Investments) will be greater than (or equal to) the Reinvestment Target Par Balance.

"Investment Criteria Adjusted Balance" means with respect to a Collateral Debt Obligation, the Principal Balance of such Collateral Debt Obligation, provided that the Investment Criteria Adjusted Balance of:

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

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

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 reasonably practicable, arrange for liquidation of the Collateral in order to procure that the proceeds thereof are in immediately available funds by the Business Day prior to the applicable Redemption Date or date of purchase and sell all or part of the Portfolio, as applicable, in accordance with Condition 7 (*Redemption and Purchase*) and clause 5 (*Realisation of Collateral*) of the Collateral Management Agreement but without regard to the limitations set out in clause 4 (*Sale and Reinvestment of Portfolio Assets*) and schedule 5 (*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 commercially reasonable endeavours to sell such asset. Such proceeds shall constitute Sale Proceeds and may be reinvested in accordance with and subject to the Reinvestment Criteria.

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 regardless of whether such obligation satisfies the Restructured Obligation Criteria other than in respect of Principal Proceeds required for such restructuring where, in respect of such application, the Reinvestment Criteria and the Restructured Obligation Criteria shall apply (except for amounts received as Principal Proceeds in connection with an Offer for the exchange of a Collateral Debt Obligation for a new or novated obligation or substitute obligation, to the extent such Principal Proceeds are required to be applied as consideration for the new or novated obligation or substitute obligation, where, in respect of such application, the Reinvestment Criteria shall not apply, but, for the avoidance of doubt, the Restructured Obligation Criteria shall continue to apply).

During the Reinvestment Period

During the Reinvestment Period, the Collateral Manager (acting on behalf of the Issuer) may, at its discretion, reinvest any Principal Proceeds 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 must be satisfied:

- (a) to the Collateral Manager's knowledge, no Event of Default has occurred that is continuing at the time of such purchase;
- (b) on or after the Effective Date (or in the case of the Interest Coverage Tests, on or after the Determination Date immediately preceding 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) 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 when compared with the result of such

test 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, Scheduled Principal Proceeds and/or Unscheduled Principal 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, Scheduled Principal Proceeds and/or Unscheduled Principal Proceeds shall at least equal such Sale Proceeds;
 - (ii) the Aggregate Principal Balance of the Collateral Debt Obligations (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its Market Value multiplied by its Principal Balance) will be maintained or increased when compared to the Aggregate Principal Balance of the Collateral Debt Obligations (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its Market Value multiplied by its Principal Balance) immediately prior to such sale or receipt of such proceeds; or
 - (iii) the sum of: (A) the Aggregate Principal Balance (for such purpose the Principal Balance of each Defaulted Obligation shall be its Market 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 greater than the Reinvestment Target Par Balance;
- (d) 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 the Collateral Quality Tests are not satisfied such test will be maintained or improved after giving effect to such reinvestment when compared with the results of such tests immediately prior to the sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;
- (e) the date on which the Issuer (or the Collateral Manager acting on behalf of the Issuer) enters into a binding commitment to purchase such Substitute Collateral Debt Obligation occurs during the Reinvestment Period;
- (f) with respect to the reinvestment of Sale Proceeds, Scheduled Principal Proceeds and/or Unscheduled Principal Proceeds (other than Sale Proceeds, Scheduled Principal Proceeds and/or Unscheduled Principal Proceeds from Credit Impaired Obligations, Defaulted Obligations and Exchanged Securities) either:
 - (i) the Aggregate Principal Balance of all Collateral Debt Obligations (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its Market Value multiplied by its Principal Balance) shall be maintained or improved after giving effect to such reinvestment when compared with the Aggregate Principal Balance (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its Market Value multiplied by its Principal Balance) immediately prior to the sale that generates such Sale Proceeds or receipt of such Scheduled Principal Proceeds and/or Unscheduled Principal Proceeds; or
 - (ii) after giving effect to such sale or after receipt of such proceeds (as applicable), the sum of: (A) the Aggregate Principal Balance 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, for which purpose, the Principal Balance of each Defaulted Obligation shall be its Market Value); 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 greater than or equal to the Reinvestment Target Par Balance; or

- (iii) the Adjusted Collateral Principal Amount of all Collateral Debt Obligations shall be maintained or improved after giving effect to such reinvestment when compared with the Adjusted Collateral Principal Amount immediately prior to the sale that generates such Sale Proceeds or receipt of such Scheduled Principal Proceeds and/or Unscheduled Principal Proceeds;
- (g) if the balance in the Principal Account after giving effect to:
 - (i) all expected debits and credits in connection with such purchase and all other sales and purchases (as applicable) previously or simultaneously committed to; and
 - (ii) (without duplication of amounts in the preceding clause (i)) anticipated receipts of Principal Proceeds, is a negative amount, the absolute value of such amount may not be greater than 3 per cent. of the Aggregate Collateral Balance as of the Measurement Date immediately preceding the trade date for such purchase; and
- (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 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 Obligations and provided, for such purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value); and (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account (to the extent such amounts have not and will not be designated as Interest Proceeds to be credited to the Interest Account and including Eligible Investments therein but save for any interest accrued on Eligible Investments) is equal to or greater than the Reinvestment Target Par Balance.

Following the Expiry of the Reinvestment Period

Following the expiry of the Reinvestment Period, Unscheduled Principal Proceeds and Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved Obligations, only, 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) each Coverage Test is satisfied immediately after giving effect to such reinvestment;
- (c) either (i) the Portfolio Profile Tests and the Collateral Quality Tests (except paragraphs (l) and (m) of the Portfolio Profile Tests, the Moody's Minimum Diversity Test, the Moody's Maximum Weighted Average Rating Factor Test and the Weighted Average Life Test) 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 when compared to

such test immediately prior to sale or prepayment (in whole or in part) of the relevant Collateral Debt Obligation;

- (d) the Moody's Maximum Weighted Average Rating Factor Test is satisfied after giving effect to such reinvestment;
- (e) to the Collateral Manager's knowledge, no Event of Default has occurred that is continuing at the time of such reinvestment;
- (f) 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, as the case may be;
- (g) a Restricted Trading Period is not currently in effect;
- (h) after giving effect to the reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance consists of obligations which are Fitch CCC Obligations;
- (i) after giving effect to the reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance consists of obligations which are Moody's Caa Obligations;
- (j) the Weighted Average Life Test will either (i) if the Weighted Average Life Test was not satisfied as of the last Business Day of the Reinvestment Period, be satisfied after giving effect to such reinvestment or (ii) if the Weighted Average Life Test was satisfied as of the last Business Day of the Reinvestment Period, be satisfied after giving effect to such reinvestment or if not satisfied, maintained or improved immediately after giving effect to such reinvestment, in each case when compared to the relevant level that applied to such test immediately prior to such sale, prepayment or repayment;
- (k) in the case of a Substitute Collateral Debt Obligation that is an Unhedged Collateral Debt Obligation, the sum of: (A) the Aggregate Principal Balance 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 Obligations and provided, for such purpose the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value); and (B) amounts standing to the credit of the Principal Account and Unused Proceeds Account (to the extent such amounts have not and will not be designated as Interest Proceeds to be credited to the Interest Account and including Eligible Investments therein but save for any interest accrued on Eligible Investments) is equal to or greater than the Reinvestment Target Par Balance.

Following the expiry of the Reinvestment Period, any Unscheduled Principal Proceeds and any Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved 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 and Credit Improved 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 no longer than the later of (A) 45 calendar days following their receipt by the Issuer and (B) the end of the relevant Due Period; *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)(ii)

(Application of Principal Proceeds) and such funds shall be applied only in redemption of the Notes in accordance with the Priorities of Payment.

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 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 or, if not satisfied, maintained or improved after giving effect to such Maturity Amendment.

If the Issuer or the Collateral Manager (on behalf of the Issuer) has not voted in favour of a Maturity Amendment which would contravene the requirements of this paragraph but by way of scheme of arrangement or otherwise, the Collateral Debt Obligation Stated Maturity has been extended, the Issuer or the Collateral Manager acting on its behalf may but shall not be required to sell such Collateral Debt Obligation provided that in any event the Collateral Manager shall dispose of such Collateral Debt 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.

"**Maturity Amendment**" means with respect to any Collateral Debt Obligation, any waiver, refinancing, modification, amendment or variance that would extend the Collateral Debt Obligation Stated Maturity of such Collateral Debt Obligation. For the avoidance of doubt, a waiver, refinancing, 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.

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.

Reinvestment Overcollateralisation Test

After the Effective Date, but during the Reinvestment Period only, if, on any Payment Date during such period after giving effect to the payment of all amounts payable in respect of paragraphs (A) through (U) (inclusive) of the Interest Proceeds Priority of Payments, the Reinvestment Overcollateralisation Test has not been satisfied, then on the related Payment Date, Interest Proceeds shall be paid to the Principal Account 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 (U) (inclusive) of the Interest Proceeds Priority of Payments, would be sufficient to cause the Reinvestment Overcollateralisation Test to be satisfied.

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 Payment.

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) Ramp Accrued Interest; (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; and (iv) proceeds representing deferred interest accrued in respect of any PIK Security.

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 (other than Ramp Accrued Interest) shall constitute Purchased Accrued Interest and shall be deposited into the Principal Account as Principal Proceeds. Ramp Accrued Interest shall be deposited into the Unused Proceeds Account.

Unsaleable Assets

Notwithstanding the other requirements set forth herein and in the Trust Deed, on any Business Day after the Reinvestment Period, the Collateral Manager, acting in a commercially reasonable manner, may conduct an auction on behalf of the Issuer of Unsaleable Assets (as defined below) in accordance with the procedures described in this paragraph provided that no such auction shall take place unless a redemption of the Notes in full in accordance with the Conditions is contemplated or scheduled to occur within three months of such auction. Promptly after receipt of written notice from the Collateral Manager of such auction, the Principal Paying Agent will provide notice (in such form as is prepared by the Collateral Manager (including the contact details of the Collateral Manager)) to the Noteholders (in accordance with the Conditions) of an auction, setting forth in reasonable detail a description of each Unsaleable Asset and the following auction procedures: (i) any Noteholder may submit a written bid within ten Business Days after the date of such notice to purchase one or more Unsaleable Assets no later than the date specified in the auction notice (which will be at least 15 Business Days after the date of such notice); (ii) each bid must include an offer to purchase for a specified amount of cash on a proposed settlement date no later than 20 Business Days after the date of the auction notice and delivery instructions to the Principal Paying Agent to be passed on to the Collateral Administrator including the account to which the Unsaleable Asset is to be delivered if the bid is accepted; (iii) if no Noteholder submits such a bid within the time period specified under paragraph (i) above, unless the Collateral Manager determines that delivery in kind is not legally or commercially practicable and provides written notice thereof to the Principal Paying Agent, the Principal Paying Agent will provide notice thereof to each Noteholder (in accordance with Condition 16 (*Notices*)) and the Collateral Manager shall offer to deliver (at such Noteholder's expense) a *pro rata* portion (as determined by the Collateral Manager) of each unsold Unsaleable Asset to the Noteholders or beneficial owners of the most senior Class that provide delivery instructions to the Principal Paying Agent on or

before the date specified in such notice, subject to minimum denominations; provided that, to the extent that minimum denominations do not permit a *pro rata* distribution, the Collateral Administrator upon the instruction of the Collateral Manager will distribute the Unsaleable Assets on a *pro rata* basis to the extent possible and the Collateral Manager will select by lottery the Noteholder or beneficial owner to whom the remaining amount will be delivered and deliver written notice thereof to the Collateral Administrator; provided, further, that the Collateral Administrator will use commercially reasonable efforts to effect delivery of such interests to the account specified in the delivery instructions; and (iv) if no such Noteholder or beneficial owner provides delivery instructions to the Principal Paying Agent to be passed on to the Collateral Administrator, the Collateral Administrator will promptly notify the Collateral Manager and offer to deliver (at the cost of the Collateral Manager) the Unsaleable Asset to the Collateral Manager. If the Collateral Manager declines such offer, the Collateral Administrator will take such action as directed by the Collateral Manager (on behalf of the Issuer) in writing to dispose of the Unsaleable Asset, which may be by donation to a charity, abandonment or other means. For the avoidance of doubt, any sale or delivery or other transfer or disposal of an Unsaleable Asset in the circumstances contemplated in this paragraph shall not affect the Principal Amount Outstanding of any Notes.

"Unsaleable Assets" means (a)(i) a Defaulted Obligation or (ii) an obligation received in connection with an Offer, in a restructuring or plan of reorganisation with respect to the obligor, in each case, in respect of which the Issuer has not received a payment in cash during the preceding twelve months or (b) any Collateral Debt Obligation or Eligible Investment identified in an officer's certificate of the Collateral Manager as having a Market Value multiplied by its Principal Balance of less than Euro 1,000, in the case of each of (a) and (b) with respect to which the Collateral Manager confirms to the Trustee that (x) it has made commercially reasonable endeavours to dispose of such obligation for at least 90 calendar days and (y) in its commercially reasonable judgment such obligation is not expected to be saleable in the foreseeable future.

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 or Eligible Investment(s) representing Principal Proceeds) 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 period from (and including) the date of determination of such compliance, to (and including) the earlier of (a) the date falling 10 Business Days following the date of determination of such compliance, and (b) the Business Day immediately preceding the Payment Date immediately following the date of determination of such compliance (such period, the **"Trading Plan Period"**); provided that (i) no Trading Plan may result in the purchase of Collateral Debt Obligations having an Aggregate Principal Balance that exceeds 5.0 per cent. of the Aggregate Collateral Balance (excluding Defaulted Obligations) as of the first day of the Trading Plan Period, (ii) no Trading Plan Period may include a Payment Date, (iii) no more than one Trading Plan may be in effect at any time during a Trading Plan Period, (iv) if the Reinvestment Criteria are satisfied prospectively after giving effect to a Trading Plan but are not satisfied upon the expiry of the relevant Trading Plan Period, the Reinvestment Criteria shall not at any time thereafter be evaluated by giving effect to a Trading Plan, unless Rating Agency Confirmation from Fitch is obtained with respect to the immediately subsequent Trading Plan and (v) no Trading Plan may be entered into following the expiry of the Reinvestment Period if: (A) any of the Collateral Debt Obligations which form part of such Trading Plan have Collateral Debt Obligation Stated Maturities shorter than 12 months; and (B) the differential between the shortest and the longest maturities of the related Collateral Debt Obligations forming part of such Trading Plan exceeds 3 years. No further Rating Agency Confirmation from Fitch shall thereafter be required unless a Trading Plan subsequently fails, in which case Rating Agency Confirmation from Fitch will be required with respect to the immediately subsequent Trading Plan; provided further that no Trading Plan may result in the averaging of the purchase price of a Collateral Debt Obligation or Collateral Debt Obligations

purchased at separate times for purposes of determining whether any particular Collateral Debt Obligation is a Discount Obligation. For the avoidance of doubt, when calculating compliance with the Reinvestment Criteria, where a particular criterion in the Reinvestment Criteria only applies to one or some, but not all, of the Collateral Debt Obligations in a Trading Plan, (a) that criterion shall apply to the relevant Collateral Debt Obligation(s) only, (b) only those Collateral Debt Obligations shall be aggregated for the purpose of calculating compliance with that criterion, and (c) the other Collateral Debt Obligations in the Trading Plan shall not be taken into consideration for the purposes of calculating compliance with that criterion.

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 any Counterparty Downgrade Collateral Account, the Unfunded Revolver Reserve Account, the Collection 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 Obligations

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

All funds required in respect of the purchase price of any Collateral Enhancement Obligations, and all funds required in respect of the exercise price of any rights or options thereunder, may only be paid out of the balance standing to the credit of the 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 and/or principal 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 Payment rather than being paid to the Subordinated Noteholders.

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

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

For the avoidance of doubt, the acquisition of Collateral Enhancement Obligations will not require the satisfaction of the Eligibility Criteria.

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 Obligation and shall on behalf of the Issuer instruct the Account Bank to make any necessary payment pursuant to a duly completed form of instruction.

Margin Stock

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

"Margin Stock" means margin stock as defined under Regulation U issued by the Federal Reserve Board, including any debt security which is by its terms convertible into Margin Stock.

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 the Non-Euro Obligation is either (i) denominated in a Qualifying Currency other than Euro and no later than the settlement date of the acquisition thereof, or (ii) denominated in a Qualified Unhedged Currency, acquired in the Primary Market and no later than 180 calendar days following the settlement date of the acquisition thereof, is the subject of a Currency Hedge Transaction entered into by the Issuer (or the Collateral Manager on its behalf) pursuant to which the currency risk arising from receipt of cash flows from such Non-Euro Obligation, including interest and principal payments, is hedged through the swapping of such cash flows for Euro payments to be made by an Currency Hedge 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 Currency Hedge Transaction. Rating Agency Confirmation shall be required in relation to entry into each Currency Hedge Transaction unless such Currency Hedge Transaction is a Form Approved Hedge. See "*Hedging Arrangements*".

In the event that a Non-Euro Obligation is subject to any readjustment, restructuring, refinancing or rescheduling (howsoever described) (a "**Debt Restructuring**"), then the Collateral Manager shall, in any negotiations in respect thereof, take into account the effect of such Debt Restructuring on the terms of any Currency Hedge Transaction in respect of the Non-Euro Obligation.

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). Revolving Obligations may be repaid and reborrowed from time to time during their term 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, 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 (including sub-participations) entered into by the Issuer with a single Selling Institution will not exceed the individual and aggregate percentages set forth in the Bivariate Risk Table determined by reference to the credit rating of such third party (or any guarantor thereof); and
- (b) the percentage of the Aggregate Collateral Balance that represents Participations (including sub-participations) entered into by the Issuer with Selling Institutions (or any guarantor thereof), each having the same credit rating (taking the lowest rating assigned thereto by any Rating Agency), will not exceed the aggregate third party credit exposure limit set forth in the Bivariate Risk Table for such credit rating,

and for the purpose of determining the foregoing, account shall be taken of each sub-participation from which the Issuer, directly or indirectly derives its interest in the relevant Collateral 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 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).

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

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 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 Moody's or Fitch 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 Issuer Credit Rating of Selling Institution	Individual Third Party Credit Exposure Limit*	Aggregate Third Party Credit Exposure Limit*
<i>Fitch</i>		
AAA	5%	5%
AA+	5%	5%
AA	5%	5%
AA-	5%	5%
A+	5%	5%
A	5%	5%
A- or below	0%	0%

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

* As a percentage of the Aggregate Collateral Balance (provided that for such purposes the Principal Balance of each Defaulted Obligation shall be multiplied by its Market Value) 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 Measurement Date (save as otherwise provided herein).

Collateral Debt Obligations in respect of which a binding commitment has been made to purchase such 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, the Collateral Quality Tests, the Coverage Tests, the Reinvestment Overcollateralisation Test and all other tests and criteria applicable to the Portfolio. Collateral Debt Obligations in respect of which the Collateral Manager on behalf of the Issuer has entered into a binding commitment to sell but which have not yet settled, shall be deemed to have been sold for the purposes of the Portfolio Profile Tests, the Collateral Quality Tests, the Coverage Tests, the Reinvestment Overcollateralisation Test and all other tests and criteria applicable to the Portfolio at any time as if such sale had been completed. See "*Management of the Portfolio—Reinvestment of 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 90.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Senior Secured Loans or 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, Senior Secured Bonds and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (and Eligible Investments representing Principal Proceeds in the Principal Account and the Unused Proceeds Account), in each case as at the relevant Measurement Date);
- (b) not less than 70.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Senior Secured Loans (which term, for the purposes of this paragraph (b), shall comprise the aggregate of the Aggregate Principal Balance of Senior Secured Loans and the Balances standing to the credit of the Principal Account and the Unused Proceeds Account (and Eligible Investments representing Principal Proceeds in the Principal Account and the Unused Proceeds Account), in each case at the relevant Measurement Date);
- (c) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fixed Rate Collateral Debt Obligations or, in relation to a Fitch Test Matrix selected by the Collateral Manager where such Fitch Test Matrix applies a maximum percentage of the Aggregate Collateral Balance that can comprise Fixed Rate Collateral Debt Obligations, such lower percentage calculated in accordance with the provisions set out in the section of this Offering Circular entitled "*The Portfolio — Portfolio Profile Tests and Collateral Quality Tests — Fitch Test Matrices*";
- (d) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds in aggregate;
- (e) 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 obligations of three such Obligors may each represent up to 3.0 per cent. of the Aggregate Collateral Balance;
- (f) with respect to Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds not more than 1.5 per cent. of the Aggregate Collateral Balance shall be the obligation of any single Obligor;
- (g) with respect to all Collateral Debt Obligations not more than 2.5 per cent. of the Aggregate Collateral Balance shall be the obligations of any single Obligor;
- (h) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Participations;
- (i) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of Current Pay Obligations;
- (j) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Annual Obligations;
- (k) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Unfunded Amounts under Delayed Drawdown Collateral Debt Obligations and Funded/Unfunded Amounts under Revolving Obligations;
- (l) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Caa Obligations;

- (m) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are CCC Obligations;
- (n) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Bridge Loans;
- (o) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Corporate Rescue Loans (provided that no more than 2.0 per cent. shall be comprised of any single Obligor);
- (p) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are PIK Securities;
- (q) not more than 30.0 per cent. of the Aggregate Collateral Balance shall consist of Cov-Lite Loans;
- (r) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Unhedged Collateral Debt Obligations;
- (s) not more than 20.0 per cent. of the Aggregate Collateral Balance shall consist of Non-Euro Obligations;
- (t) not more than 15.0 per cent. of the Aggregate Collateral Balance shall consist of obligations comprising any one Fitch industry category provided that (i) three Fitch industries may comprise in aggregate up to 40.0 per cent. of the Aggregate Collateral Balance; and (ii) one Fitch industry may comprise up to 17.5 per cent. of the Aggregate Collateral Balance;
- (u) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Collateral Debt Obligations whose Moody's Rating is derived from an NRSRO Rating;
- (v) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in a country with a Fitch country ceiling rated below "AAA" by Fitch unless Rating Agency Confirmation from Fitch of obtained;
- (w) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries or jurisdictions with a Moody's local currency country risk ceiling between "A1" and "A3" unless Rating Agency Confirmation from Moody's is obtained;
- (x) the limits specified in the Bivariate Risk Table determined by reference to the Fitch ratings and Moody's ratings of Selling Institutions shall be satisfied; and
- (y) 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 current indebtedness (comprising all financial debt owing by the Obligor including the maximum available amount or total commitment under any revolving or delayed draw loans) under its respective loan agreements and other debt instruments (including the Underlying Instruments) of equal to or greater than EUR 150,000,000 but less than EUR 250,000,000 in aggregate principal amount at the time at which the Issuer entered into a binding commitment to purchase such Collateral Debt Obligations.

"Annual Obligations" means Collateral Debt Obligations which, at the relevant date of measurement, pay interest less frequently than semi-annually.

"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 (provided, however, that any additional borrowing or refinancing having a term of more than one year may be included as a Bridge Loan if one or more financial

institutions shall have provided the Obligor with a binding written commitment to provide the same); and (iii) prior to its purchase by the Issuer, has a Fitch Rating and a Moody's Rating or, if the Bridge Loan is not rated by Fitch and Moody's, Rating Agency Confirmation has been obtained.

"**NRSRO Rating**" means a Fitch rating or an S&P rating.

Collateral Quality Tests

The Collateral Quality Tests will consist of each of the following:

- (a) so long as any Notes rated by Moody's are Outstanding:
 - (i) the Moody's Minimum Diversity Test;
 - (ii) the Moody's Maximum Weighted Average Rating Factor Test; and
 - (iii) the Moody's Minimum Weighted Average Recovery Rate Test.
- (b) so long as any of the Notes rated by Fitch are Outstanding:
 - (i) the Fitch Maximum Weighted Average Rating Factor Test;
 - (ii) the Fitch Minimum Weighted Average Recovery Rate Test; and
 - (iii) the Maximum Obligor Concentration Test;
- (c) so long as any Rated Notes are Outstanding:
 - (i) the Minimum Weighted Average Spread Test; and
 - (ii) the Weighted Average Life Test.

each as defined in the Collateral Management Agreement.

Each of the Collateral Quality Tests shall be applied by reference to Collateral Debt Obligations excluding any Defaulted Obligations.

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 (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:

1. 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;
2. 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
3. the applicable row for performing the Minimum Weighted Average Spread Test will be the row (or linear interpolation between two adjacent rows, as applicable) in which the elected test is set out.

On the Effective Date, the Collateral Manager will be required to elect which case shall apply initially. Thereafter, on two Business Days' notice to the Issuer, the Trustee, the Collateral Administrator and Moody's, the Collateral Manager may elect to have a different case apply, provided that the Moody's Minimum Diversity Test, the Moody's Maximum Weighted Average Rating Factor Test, the Moody's Minimum Weighted Average Recovery Rate Test and the Minimum Weighted Average Spread Test applicable to the case to which the Collateral Manager desires to change are satisfied 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. The Moody's Test Matrix may be amended and/or supplemented and/or replaced by the Collateral Manager subject to Rating Agency Confirmation from Moody's.

Moody's Test Matrix

Minimum Weighted Average Spread	Minimum Diversity Score																	
	27	29	31	33	35	37	39	41	43	45	47	49	51	53	55	57	59	61
2.00%	835	840	860	873	878	880	899	904	910	915	920	924	926	946	950	952	958	960
2.20%	1,210	1,235	1,237	1,269	1,275	1,283	1,302	1,308	1,318	1,338	1,342	1,349	1,353	1,357	1,363	1,368	1,375	1,382
2.40%	1,578	1,600	1,615	1,630	1,642	1,650	1,657	1,675	1,680	1,689	1,704	1,710	1,715	1,725	1,730	1,740	1,746	1,755
2.60%	1,907	1,920	1,945	1,955	1,980	1,994	2,005	2,015	2,025	2,035	2,045	2,052	2,060	2,068	2,075	2,082	2,086	2,087
2.80%	2,216	2,233	2,256	2,262	2,280	2,290	2,301	2,315	2,326	2,342	2,352	2,362	2,370	2,379	2,385	2,390	2,395	2,400
3.00%	2,371	2,427	2,465	2,520	2,536	2,548	2,567	2,577	2,585	2,588	2,600	2,610	2,620	2,630	2,640	2,646	2,652	2,658
3.20%	2,451	2,520	2,566	2,572	2,604	2,642	2,683	2,700	2,729	2,748	2,796	2,802	2,810	2,820	2,855	2,865	2,871	2,881
3.40%	2,504	2,606	2,620	2,690	2,700	2,730	2,760	2,790	2,815	2,843	2,862	2,878	2,894	2,911	2,925	2,974	2,988	3,002
3.60%	2,550	2,647	2,689	2,725	2,765	2,810	2,835	2,895	2,905	2,917	2,938	2,956	2,992	2,999	3,020	3,037	3,054	3,056
3.65%	2,575	2,672	2,714	2,750	2,790	2,835	2,860	2,915	2,925	2,942	2,963	2,981	2,997	3,014	3,030	3,047	3,064	3,081
3.80%	2,649	2,690	2,780	2,831	2,880	2,900	2,925	2,954	2,971	3,010	3,026	3,038	3,064	3,079	3,097	3,116	3,125	3,142
4.00%	2,671	2,766	2,801	2,875	2,940	2,980	2,995	3,033	3,060	3,079	3,098	3,125	3,142	3,159	3,176	3,193	3,210	3,227
4.20%	2,718	2,789	2,884	2,906	2,989	3,033	3,070	3,104	3,136	3,155	3,174	3,193	3,221	3,240	3,257	3,274	3,291	3,293
4.40%	2,786	2,845	2,945	2,983	3,050	3,103	3,132	3,180	3,198	3,232	3,259	3,278	3,297	3,316	3,335	3,345	3,355	3,371
4.60%	2,883	2,925	3,006	3,068	3,109	3,175	3,219	3,247	3,297	3,328	3,332	3,350	3,369	3,384	3,399	3,414	3,429	3,444
4.80%	2,924	2,989	3,064	3,131	3,177	3,213	3,262	3,300	3,343	3,359	3,390	3,418	3,437	3,456	3,470	3,489	3,512	3,528
5.00%	2,955	3,035	3,100	3,173	3,221	3,257	3,298	3,366	3,384	3,428	3,441	3,504	3,513	3,522	3,536	3,565	3,570	3,590
5.20%	2,981	3,071	3,151	3,199	3,247	3,323	3,340	3,410	3,420	3,469	3,507	3,525	3,578	3,589	3,637	3,651	3,662	3,673
5.40%	3,025	3,097	3,192	3,240	3,288	3,364	3,408	3,446	3,464	3,505	3,543	3,591	3,610	3,629	3,658	3,714	3,728	3,742
5.60%	3,106	3,141	3,236	3,284	3,332	3,390	3,434	3,472	3,530	3,549	3,587	3,627	3,646	3,695	3,709	3,742	3,768	3,781
5.80%	3,127	3,222	3,257	3,350	3,398	3,434	3,475	3,513	3,556	3,615	3,653	3,671	3,712	3,731	3,775	3,789	3,803	3,817
6.00%	3,193	3,243	3,293	3,386	3,419	3,455	3,519	3,552	3,637	3,655	3,694	3,710	3,756	3,775	3,819	3,825	3,849	3,873

Fitch Test Matrices

Subject to the provisions provided below, on or after the Effective Date, the Collateral Manager will have the option to elect which of the Fitch test matrices set out below (the "**Fitch Test Matrices**") and which of the cases set forth in such Fitch Test Matrices shall be applicable for purposes of the Fitch Maximum Weighted Average Rating Factor Test, the Fitch Minimum Weighted Average Recovery Rate Test, the Minimum Weighted Average Spread Test and the Maximum Obligor Concentration Test (as applicable). The Collateral Manager will have the option to use linear interpolation within and between the Fitch Test Matrices to the extent required. For any given case:

- (a) for the purposes of the restrictions described below, the maximum percentage of Fixed Rate Collateral Debt Obligations shall be that specified in the selected Fitch Test Matrix (or interpolation between Fitch Test Matrices, as applicable);
- (b) the applicable column for performing the Fitch Maximum Weighted Average Rating Factor Test will be the column (or linear interpolation between the two adjacent columns with the closest values, as applicable) in the Fitch Test Matrix selected by the Collateral Manager (or interpolation between Fitch Test Matrices, as applicable);
- (c) the applicable row for performing the Minimum Weighted Average Spread Test will be the row in the Fitch Test Matrix selected by the Collateral Manager (or linear interpolation between the two rows with the closest values, as applicable) (or interpolation between Fitch Test Matrices, as applicable); and
- (d) the applicable column and row for performing the Fitch Minimum Weighted Average Recovery Rate Test will be the column and row in the Fitch Test Matrix selected by the Collateral Manager in relation to (b) and (c) above (or a linear interpolation between the two rows with the closest values and/or a linear interpolation between the two adjacent columns, as applicable) (or interpolation between Fitch Test Matrices, as applicable).

On the Effective Date, the Collateral Manager will be required to elect which Fitch Test Matrix (or interpolation as applicable) and which case shall apply initially. Thereafter, on two Business Days' notice to the Issuer, the Collateral Administrator and Fitch, the Collateral Manager may elect to have a different case apply, provided that the percentage of the Aggregate Collateral Balance consisting of Fixed Rate Collateral Debt Obligations as of such Measurement Date is less than or equal to the maximum percentage of Fixed Rate Collateral Debt Obligations specified in such Fitch Test Matrix (or interpolation as applicable), the Fitch Maximum Weighted Average Rating Factor Test, the Fitch Minimum Weighted Average Recovery Rate Test, the Fitch Minimum Weighted Average Spread Test and the Maximum Obligor Concentration Test applicable to the case to which the Collateral Manager desires to change are satisfied or, in the case of any tests that are not satisfied, are closer to being satisfied. The Fitch Test Matrices may be amended and/or supplemented and/or replaced by the Collateral Manager subject to Rating Agency Confirmation from Fitch.

If on any Measurement Date, the percentage of the Aggregate Collateral Balance which consists of Fixed Rate Collateral Debt Obligations (after giving effect to any binding commitment entered into on such Measurement Date for the Issuer to purchase/and or sell Collateral Debt Obligations) does not satisfy paragraph (a) above, then the Issuer (or the Collateral Manager on its behalf) may not enter into any binding commitments to purchase and/or sell any Collateral Debt Obligations unless either (i) the percentage of the Aggregate Collateral Balance which consists of Fixed Rate Collateral Debt Obligations shall be maintained or reduced when compared to such percentage immediately prior to such purchase or sale, or (ii) the Collateral Manager elects to have a different case apply and in respect of which paragraph (a) above is satisfied.

Other than as stated in the immediately prior paragraph, in no event will the Collateral Manager be obliged to elect to have a different Fitch Test Matrix, or case set forth in such Fitch Test Matrix, apply.

The Fitch Test Matrices may be amended and/or supplemented and/or replaced by the Collateral Manager subject to Rating Agency Confirmation from Fitch.

For the avoidance of doubt, the Collateral Manager may elect to interpolate between the Fitch Test Matrices with respect to both the largest ten Obligor represented in the Collateral Debt Obligations by Principal Balance and the percentage of the Aggregate Collateral Balance which consists of Fixed Rate Collateral Debt Obligations.

Fitch Test Matrices

Fitch Test Matrix 1

26.5% concentration limit for top 10 obligors / Maximum 5.0% concentration limit for Fixed Rate Collateral Debt Obligations

Reference Weighted Average Fixed Coupon = 5.50%

Weighted Average Spread	Fitch Weighted Average Rating Factor											
	30	31	32	33	34	35	36	37	38	39	40	34.5
2.20%	86.7%	87.4%	88.1%	88.7%	89.2%	89.7%	90.3%	90.8%	91.4%	91.9%	92.4%	89.5%
2.40%	80.8%	81.7%	82.5%	83.3%	84.0%	84.6%	85.3%	85.9%	86.6%	87.1%	87.6%	84.3%
2.60%	76.2%	77.2%	78.1%	79.0%	79.8%	80.6%	81.4%	82.1%	82.8%	83.5%	84.1%	80.2%
2.80%	71.8%	73.1%	74.3%	75.4%	76.3%	77.2%	78.0%	78.8%	79.6%	80.3%	81.0%	76.8%
3.00%	68.2%	69.4%	70.6%	71.8%	73.0%	74.0%	75.0%	75.8%	76.6%	78.0%	79.4%	73.5%
3.20%	64.8%	66.1%	67.4%	68.5%	69.6%	70.7%	71.8%	73.4%	75.1%	76.6%	78.1%	70.2%
3.40%	60.8%	62.4%	63.9%	65.3%	66.5%	68.2%	69.9%	71.7%	73.6%	75.3%	76.8%	67.3%
3.60%	59.2%	60.7%	62.0%	63.3%	64.8%	66.6%	68.4%	70.1%	72.0%	73.9%	75.6%	65.7%
3.80%	57.5%	59.1%	60.6%	62.0%	63.4%	65.1%	66.9%	68.7%	70.5%	72.4%	74.2%	64.2%
4.00%	55.7%	57.4%	59.0%	60.5%	62.0%	63.8%	65.5%	67.3%	69.1%	70.9%	72.7%	62.9%
4.20%	53.9%	55.6%	57.3%	58.9%	60.7%	62.5%	64.1%	65.9%	67.7%	69.4%	71.1%	61.6%
4.40%	52.2%	53.9%	55.6%	57.3%	59.3%	61.1%	62.9%	64.5%	66.2%	67.9%	69.7%	60.2%
4.60%	50.4%	52.2%	54.0%	55.7%	57.7%	59.7%	61.4%	63.1%	64.8%	66.7%	68.5%	58.7%
4.80%	48.8%	50.6%	52.3%	54.0%	56.2%	58.2%	60.2%	62.0%	63.7%	65.4%	67.3%	57.2%
5.00%	47.0%	48.9%	50.7%	52.6%	54.8%	56.9%	58.9%	60.7%	62.4%	64.1%	65.7%	55.8%
3.65%	58.7%	60.3%	61.6%	63.0%	64.5%	66.2%	68.0%	69.8%	71.7%	73.5%	75.3%	65.3%

Fitch Test Matrix 2

*26.5% concentration limit for top 10 obligors / Maximum 0% concentration limit for Fixed Rate Collateral
Debt Obligations*

Reference Weighted Average Fixed Coupon = 5.50%

Weighted Average Spread	Fitch Weighted Average Rating Factor											
	30	31	32	33	34	35	36	37	38	39	40	34.5
2.20%	86.7%	87.4%	88.1%	88.7%	89.2%	89.7%	90.3%	90.8%	91.4%	91.9%	92.4%	89.5%
2.40%	80.8%	81.7%	82.5%	83.3%	84.0%	84.6%	85.3%	85.9%	86.6%	87.1%	87.6%	84.3%
2.60%	76.2%	77.2%	78.1%	79.0%	79.8%	80.6%	81.4%	82.1%	82.8%	83.5%	84.1%	80.2%
2.80%	71.8%	73.1%	74.3%	75.4%	76.3%	77.2%	78.0%	78.8%	79.6%	80.3%	81.0%	76.8%
3.00%	68.2%	69.4%	70.6%	71.8%	73.0%	74.0%	75.0%	75.8%	76.6%	77.4%	78.1%	73.5%
3.20%	64.8%	66.1%	67.4%	68.5%	69.6%	70.7%	71.8%	72.8%	73.8%	74.8%	75.8%	70.2%
3.40%	60.8%	62.4%	63.9%	65.3%	66.5%	67.6%	68.6%	69.6%	70.7%	72.4%	74.2%	67.1%
3.60%	59.2%	60.7%	62.0%	63.3%	64.6%	65.9%	67.1%	68.3%	69.4%	70.8%	72.7%	65.2%
3.80%	57.5%	59.1%	60.6%	62.0%	63.3%	64.6%	65.8%	67.0%	68.1%	69.3%	71.1%	63.9%
4.00%	55.7%	57.4%	59.0%	60.5%	61.8%	63.1%	64.4%	65.6%	66.8%	68.0%	69.5%	62.5%
4.20%	53.9%	55.6%	57.3%	58.9%	60.4%	61.7%	63.0%	64.3%	65.5%	66.7%	68.2%	61.0%
4.40%	52.2%	53.9%	55.6%	57.2%	58.8%	60.3%	61.7%	63.0%	64.3%	65.5%	66.9%	59.6%
4.60%	50.4%	52.2%	54.0%	55.7%	57.3%	58.9%	60.3%	61.7%	63.0%	64.2%	65.5%	58.1%
4.80%	48.8%	50.6%	52.3%	54.0%	55.7%	57.3%	58.9%	60.4%	61.7%	63.0%	64.2%	56.5%
5.00%	47.0%	48.9%	50.7%	52.4%	54.1%	55.8%	57.4%	59.0%	60.4%	61.7%	63.1%	55.0%
3.65%	58.7%	60.3%	61.6%	63.0%	64.3%	65.5%	66.8%	67.9%	69.1%	70.4%	72.3%	64.9%

Fitch Test Matrix 3

17% concentration limit for top 10 obligors / Maximum 5.0% concentration limit for Fixed Rate Collateral Debt Obligations

Reference Weighted Average Fixed Coupon = 5.50%

Weighted Average Spread	Fitch Weighted Average Rating Factor											
	30	31	32	33	34	35	36	37	38	39	40	34.5
2.20%	86.7%	87.4%	88.1%	88.7%	89.2%	89.7%	90.3%	90.8%	91.4%	91.9%	92.4%	89.5%
2.40%	80.8%	81.7%	82.5%	83.3%	84.0%	84.6%	85.3%	85.9%	86.6%	87.1%	87.6%	84.3%
2.60%	76.2%	77.2%	78.1%	79.0%	79.8%	80.6%	81.4%	82.1%	82.8%	83.5%	84.1%	80.2%
2.80%	71.8%	73.1%	74.3%	75.4%	76.3%	77.2%	78.0%	78.8%	79.6%	80.3%	81.0%	76.8%
3.00%	68.2%	69.4%	70.6%	71.8%	73.0%	74.0%	75.0%	75.8%	76.6%	77.4%	78.1%	73.5%
3.20%	64.8%	66.1%	67.4%	68.5%	69.6%	70.7%	71.8%	72.8%	73.8%	74.8%	75.8%	70.2%
3.40%	60.8%	62.4%	63.9%	65.3%	66.5%	67.6%	68.6%	69.6%	70.8%	72.6%	74.5%	67.1%
3.60%	57.2%	58.8%	60.4%	61.7%	63.1%	64.4%	65.7%	67.5%	69.3%	71.1%	73.0%	63.7%
3.80%	55.4%	57.2%	58.8%	60.3%	61.7%	63.1%	64.3%	66.0%	67.8%	69.6%	71.5%	62.4%
4.00%	53.7%	55.4%	57.1%	58.7%	60.2%	61.6%	62.9%	64.6%	66.4%	68.2%	70.0%	60.9%
4.20%	51.8%	53.6%	55.3%	57.0%	58.6%	60.1%	61.6%	63.3%	65.0%	66.8%	68.6%	59.3%
4.40%	50.0%	51.8%	53.6%	55.2%	56.9%	58.5%	60.2%	62.0%	63.7%	65.3%	67.1%	57.7%
4.60%	48.2%	50.0%	51.8%	53.6%	55.3%	57.0%	58.7%	60.6%	62.3%	64.0%	65.7%	56.2%
4.80%	46.4%	48.4%	50.2%	52.0%	53.7%	55.4%	57.2%	59.2%	61.1%	62.8%	64.5%	54.5%
5.00%	44.6%	46.6%	48.5%	50.3%	52.1%	53.8%	55.8%	57.9%	59.8%	61.6%	63.2%	52.9%
3.65%	56.8%	58.4%	60.0%	61.4%	62.7%	64.0%	65.3%	67.1%	68.9%	70.7%	72.6%	63.4%

Fitch Test Matrix 4

17% concentration limit for top 10 obligors / Maximum 0% concentration limit for Fixed Rate Collateral Debt Obligations

Reference Weighted Average Fixed Coupon = 5.50%

Weighted Average Spread	Fitch Weighted Average Rating Factor											
	30	31	32	33	34	35	36	37	38	39	40	34.5
2.20%	86.7%	87.4%	88.1%	88.7%	89.2%	89.7%	90.3%	90.8%	91.4%	91.9%	92.4%	89.5%
2.40%	80.8%	81.7%	82.5%	83.3%	84.0%	84.6%	85.3%	85.9%	86.6%	87.1%	87.6%	84.3%
2.60%	76.2%	77.2%	78.1%	79.0%	79.8%	80.6%	81.4%	82.1%	82.8%	83.5%	84.1%	80.2%
2.80%	71.8%	73.1%	74.3%	75.4%	76.3%	77.2%	78.0%	78.8%	79.6%	80.3%	81.0%	76.8%
3.00%	68.2%	69.4%	70.6%	71.8%	73.0%	74.0%	75.0%	75.8%	76.6%	77.4%	78.1%	73.5%
3.20%	64.8%	66.1%	67.4%	68.5%	69.6%	70.7%	71.8%	72.8%	73.8%	74.8%	75.6%	70.2%
3.40%	60.8%	62.4%	63.9%	65.3%	66.5%	67.6%	68.6%	69.6%	70.7%	71.7%	72.8%	67.1%
3.60%	57.2%	58.8%	60.4%	61.7%	63.1%	64.4%	65.6%	66.8%	68.0%	69.2%	70.3%	63.7%
3.80%	55.4%	57.2%	58.8%	60.3%	61.7%	63.1%	64.3%	65.6%	66.8%	67.9%	69.0%	62.4%
4.00%	53.7%	55.4%	57.1%	58.7%	60.2%	61.6%	62.9%	64.2%	65.4%	66.6%	67.8%	60.9%
4.20%	51.8%	53.6%	55.3%	57.0%	58.6%	60.1%	61.4%	62.8%	64.0%	65.2%	66.5%	59.3%
4.40%	50.0%	51.8%	53.6%	55.2%	56.9%	58.5%	60.0%	61.4%	62.8%	64.0%	65.2%	57.7%
4.60%	48.2%	50.0%	51.8%	53.6%	55.3%	57.0%	58.6%	60.1%	61.4%	62.7%	63.9%	56.2%
4.80%	46.4%	48.4%	50.2%	52.0%	53.7%	55.4%	57.0%	58.5%	60.1%	61.5%	62.7%	54.5%
5.00%	44.6%	46.6%	48.5%	50.3%	52.1%	53.8%	55.5%	57.1%	58.7%	60.2%	61.5%	52.9%
3.65%	56.8%	58.4%	60.0%	61.4%	62.7%	64.0%	65.3%	66.5%	67.7%	68.8%	69.9%	63.4%

The Fitch Maximum Weighted Average Rating Factor Test

"Fitch Maximum Weighted Average Rating Factor Test" means that test that will be satisfied, on any Measurement Date from (and including) the Effective Date, if the Fitch Weighted Average Rating Factor as at such date is less than or equal to the applicable level in the applicable Fitch Test Matrix.

"Fitch Weighted Average Rating Factor" is the number determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation, excluding Defaulted Obligations, by its Fitch Rating Factor, dividing such sum by the Aggregate Principal Balance of all such Collateral Debt Obligations, excluding Defaulted Obligations, and rounding the result down to the nearest two decimal places. For the purpose of this definition, any Current Pay Obligation that has a Fitch Rating of "D" or "RD" at the time the Issuer entered into a binding commitment to acquire such Current Pay Obligation, the Fitch Rating Factor shall be determined by reference to a Fitch Rating of "D" or "RD" (as applicable); for the avoidance of doubt, (i) the Fitch Rating shall not be determined by reference to proviso (b) of the "Fitch Rating" definition and (ii) the

Fitch Rating following a subsequent upgrade or downgrade to such Current Pay Obligation shall be determined by reference to proviso (b) of the "Fitch Rating" definition.

"Fitch Rating Factor" means, in respect of any Collateral Debt Obligation, the number set forth in the table below opposite the Fitch Rating in respect of such Collateral Debt Obligation. The following table provides certain probabilities of default relating to Fitch Rating Factors. The information is subject to change and any probabilities of default in respect of Fitch Rating Factors may not at any time necessarily reflect the below table.

<u>Fitch Rating</u>	<u>Fitch Rating Factor</u>
AAA	0.19
AA+	0.35
AA	0.64
AA-	0.86
A+	1.17
A	1.58
A-	2.25
BBB+	3.19
BBB	4.54
BBB-	7.13
BB+	12.19
BB	17.43
BB-	22.80
B+	27.80
B	32.18
B-	40.60
CCC+	62.80
CCC	62.80
CCC-	62.80
CC	100.00
C	100.00
D	100.00

The Fitch Minimum Weighted Average Recovery Rate Test

"Fitch Minimum Weighted Average Recovery Rate Test" means the test that will be satisfied in respect of the Notes on any Measurement Date from (and including) the Effective Date, if the Fitch Weighted Average Recovery Rate is greater than or equal to the applicable level in the applicable Fitch Test Matrix.

"Fitch Weighted Average Recovery Rate" means, as of any Measurement Date, the rate (expressed as a percentage) determined by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation, excluding Defaulted Obligations, by the Fitch Recovery Rate in relation thereto and dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations, excluding Defaulted Obligations, and rounding up to the nearest 0.1 per cent.

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

- (a) if such Collateral Debt Obligation has a public Fitch recovery rating, or a recovery rating is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Collateral Manager, the recovery rate corresponding to such recovery rating in the table below (unless a specific recovery rate (expressed as a percentage) is provided by Fitch):

<u>Fitch recovery rating</u>	<u>Fitch recovery rate (%)</u>
RR1	95.0
RR2	80.0
RR3	60.0
RR4	40.0

<u>Fitch recovery rating</u>	<u>Fitch recovery rate (%)</u>
RR5	20.0
RR6	5.0

- (b) if such Collateral Debt Obligation (i) has no public Fitch recovery rating and (ii) neither a recovery rating nor an obligation's specific recovery rate is assigned by Fitch in the context of provision by Fitch of a credit opinion to the Collateral Manager, (x) if such Collateral Debt Obligation is a Senior Secured Bond, the recovery rate applicable to such Senior Secured Bond shall be the recovery rate corresponding to the Fitch recovery rating of "**RR3**" in the table set forth under (a) above and (y) otherwise, the recovery rate determined in accordance with the table below, where the Collateral Debt Obligation shall be categorised as "**Strong Recovery**" if it is a Senior Secured Loan, "**Moderate Recovery**" if it is an Unsecured Senior Loan or Unsecured Senior Bond and otherwise "**Weak Recovery**", and shall fall into the country group corresponding to the country in which the Obligor thereof is Domiciled.

	<u>Group 1</u>	<u>Group 2</u>	<u>Group 3</u>
Strong Recovery	80.0	70.0	35.0
Moderate Recovery	45.0	45.0	25.0
Weak Recovery	20.0	20.0	5.0

Group 1: Australia, Bermuda, Canada, Cayman Islands, New Zealand, Puerto Rico and the U.S.

Group 2: Austria, Barbados, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Hong Kong, Iceland, Ireland, Israel, Italy, Japan, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Singapore, Slovakia, Slovenia, South Korea, Spain, Sweden, Switzerland, Taiwan and the United Kingdom.

Group 3: Albania, Argentina, Asia Others, Bahamas, Bosnia and Herzegovina, Brazil, Bulgaria, Chile, China, Colombia, Costa Rica, Croatia, Cyprus, Dominican Republic, Eastern Europe Others, Ecuador, Egypt, El Salvador, Greece, Guatemala, Hungary, India, Indonesia, Iran, Jamaica, Kazakhstan, Liberia, Macedonia, Malaysia, Malta, Marshall Islands, Mauritius, Mexico, Middle East and North Africa Others, Moldova, Morocco, Other Central America, Other South America, Other Sub Saharan Africa, Pakistan, Panama, Peru, Philippines, Qatar, Romania, Russia, Saudi Arabia, Serbia and Montenegro, South Africa, Thailand, Tunisia, Turkey, Ukraine, Uruguay, Venezuela and Vietnam.

"**Unsecured Senior Bond**" means a Collateral Debt Obligation that is a senior unsecured debt security in the form of or represented by a bond, note, certificated debt security or other debt security (that is not an Unsecured Senior Loan) as determined by the Collateral Manager in its reasonable business judgment, provided that it:

- (a) is senior to any unsecured, subordinated obligation of the Obligor as determined by the Collateral Manager in its reasonable commercial judgment; and
- (b) is not secured (i) by fixed assets of the Obligor or guarantor thereof if and to the extent that the granting of security over such assets is permissible under applicable law or (ii) by at least 80 per cent. of the equity interests in the stock of an entity owning such fixed assets.

Maximum Obligor Concentration Test

The "**Maximum Obligor Concentration Test**" will be satisfied on any Measurement Date, if the Obligor Concentration as at such Measurement Date is less than or equal to the Maximum Obligor Concentration as at such Measurement Date.

The "**Maximum Obligor Concentration**" means, on any Measurement Date, the Obligor Concentration applicable to the Fitch Test Matrix selected by the Collateral Manager on such date in accordance with the Collateral Management Agreement.

"**Obligor Concentration**" means, on any Measurement Date, the percentage of the Aggregate Collateral Balance represented by the Aggregate Collateral Balance of Collateral Debt Obligations relating to the ten Obligors contained in the Portfolio on such date that yield the highest such percentage (where for the purposes of determining the Aggregate Collateral Balance and the Aggregate Principal Balance, the Principal Balance of each Defaulted Obligation shall be excluded).

The Moody's Minimum Diversity Test

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

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

- (a) an "**Average Principal Balance**" is calculated by summing the Obligor Principal Balances and dividing by the sum of the aggregate number of issuers and/or borrowers represented;
- (b) an "**Obligor Principal Balance**" is calculated for each Obligor represented in the Collateral 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 Payment, 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);
- (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; and

(f) each of the following industrial classification groups is deemed to be "local" in Moody's opinion ("**Local Industry**"):

- (i) Environmental Industries;
- (ii) Sovereign & Public Finances;
- (iii) Utilities: Electric;
- (iv) Utilities: Oil & Gas; and
- (v) Utilities: Water.

For the purposes of calculating the Aggregate Industry Equivalent Unit Score, where two or more Local Industries are located in different geographical regions, each such Local Industry will be treated as a separate industry.

For purposes of calculating the Diversity Scores any Obligor 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

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
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 Measurement Date from (and including) the Effective Date, if the Adjusted Weighted Average Moody's Rating Factor as at such Measurement Date is equal to or less than the sum of (i) the number set forth in the Moody's Test Matrix at the intersection of the applicable "row/column" combination chosen by the Collateral Manager (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)), (acting on behalf of the Issuer) as at such Measurement Date plus (ii) the Moody's Weighted Average Recovery Adjustment, provided, however, that the sum of (i) and (ii) may not exceed 3900.

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 down 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 Measurement Date, the greater of:

- (a) zero; and
- (b) the product of:
 - (i) (A) the Weighted Average Moody's Recovery Rate as of such Measurement Date multiplied by 100 minus (B) 45; and
 - (ii) (A) with respect to the adjustment of the Moody's Maximum Weighted Average Rating Factor Test:
 - (1) 80 if 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, (as applicable)) is greater than or equal to 4.0 per cent.; and
 - (2) 70 if 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, (as applicable)) is greater than or equal to 3.2 per cent. but less than 4.0 per cent.; or
 - (3) 65 if 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, (as applicable)) is greater than or equal to 2.4 per cent. but less than 3.2 per cent.; and
 - (4) 50 if 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, (as applicable)) is less than 2.4 per cent.; and
 - (B) with respect to the adjustment of the Minimum Weighted Average Spread Test:
 - (1) 0.18 per cent. if 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, (as applicable)) is greater than or equal to 4.2 per cent.;
 - (2) 0.15 per cent. if 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, (as applicable)) is greater than or equal to 4.0 per cent. but less than 4.2 per cent.;
 - (3) 0.12 per cent. if 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, (as applicable)) is greater than or equal to 3.6 per cent. but less than 4.0 per cent.; and

- (4) 0.07 per cent. if 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, (as applicable)) is greater than or equal to 3.2 per cent. but less than 3.6 per cent.;
- (5) 0.05 per cent. if 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, (as applicable)) is greater than or equal to 2.8 per cent. but less than 3.2 per cent.; and
- (6) 0.03 per cent. if 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, (as applicable)) is less than 2.8 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, and provided further that the amount specified in paragraph (b)(i) above may only be allocated once on any Measurement Date and the Collateral Manager shall designate to the Collateral Administrator in writing on each such date the portion of such amount that shall be allocated to paragraph (b)(ii)(A) and the portion of such amount that shall be allocated to paragraph (b)(ii)(B) (it being understood that, absent an express designation by the Collateral Manager, all such amounts shall be allocated to paragraph (b)(ii)(A)).

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

The Moody's Minimum Weighted Average Recovery Rate Test

The **"Moody's Minimum Weighted Average Recovery Rate Test"** will be satisfied, as at any Measurement Date from (and including) the Effective Date, if the Weighted Average Moody's Recovery Rate is greater than or equal to (i) 45 per cent. minus (ii) the Moody's Weighted Average Rating Factor Adjustment, provided however that the result of (i) minus (ii) may not be less than 35 per cent.

The **"Weighted Average Moody's Recovery Rate"** means, as of any Measurement Date, the number, expressed as a percentage, obtained by summing the products obtained by multiplying the Principal Balance of each Collateral Debt Obligation (excluding Defaulted Obligations) by its corresponding Moody's Recovery Rate and dividing such sum by the Aggregate Principal Balance (excluding Defaulted Obligations) and rounding the result up to the nearest 0.1 per cent.

The **"Moody's Recovery Rate"** means, in respect of each Collateral Debt Obligation, the Moody's recovery rate determined in accordance with the Collateral Management Agreement or as so advised by Moody's. Extracts of the Moody's Recovery Rate applicable under the Collateral Management Agreement are set out as follows:

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

- (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; or
- (b) if the preceding paragraph does not apply to the Collateral Debt Obligation, except with respect to Corporate Rescue Loans, the rate determined pursuant to the table below based on the number of rating subcategories difference between the Collateral 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	Second Lien Loans and Senior Secured Bonds*	All other Collateral Debt Obligations (other than Corporate Rescue Loans)
+2 or more	60.0%	55.0%	45.0%
+1	50.0%	45.0%	35.0%
0	45.0%	35.0%	30.0%
-1	40.0%	25.0%	25.0%
-2	30.0%	15.0%	15.0%
-3 or less	20.0%	5.0%	5.0%

or,

- (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 per cent.

* If such Collateral Debt Obligation does not have both a CFR and an Assigned Moody's Rating, the Moody's Recovery Rate in respect of such Collateral Debt Obligation will be in accordance with the final column of this table.

"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 the Secured Senior RCF Percentage 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 commercially 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.

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 Moody's Test Matrix at the intersection of the applicable "row/column" combination chosen by the Collateral Manager (acting on behalf of the Issuer) (or interpolating between two adjacent rows and/or two adjacent columns (as applicable)), as at such Measurement Date minus (B) the Adjusted Weighted Average Moody's Rating Factor; by
 - (ii)
 - (1) 75 if 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, (as applicable)) is greater than or equal to 4.6 per cent.; and
 - (2) otherwise, 70 in all other cases,

and dividing the result by 100.

Weighted Average Life Test

The "**Weighted Average Life Test**" will be satisfied on any Measurement Date if the Weighted Average Life as of such date is less than the number of years (rounded up to the nearest one hundredth thereof) during the period from such Measurement Date to 24 December 2027.

"**Weighted Average Life**" is, as of any Measurement Date with respect to all Collateral Debt Obligations (other than Defaulted Obligations) and Eligible Investments representing Principal Proceeds, the number of years (rounded down to the nearest one hundredth thereof) following such date obtained by:

- (a) summing the products obtained by multiplying (a) the Average Life at such time of each such Collateral Debt Obligation and Eligible Investment representing Principal Proceeds, by (b) the Principal Balance of such Collateral Debt Obligation and Eligible Investment representing Principal Proceeds,

and dividing such sum by:

- (b) the Aggregate Principal Balance at such time of all Collateral Debt Obligations (other than Defaulted Obligations) and Eligible Investments representing Principal Proceeds.

"Average Life" is, on any Measurement Date with respect to any Collateral Debt Obligation or Eligible Investment representing Principal Proceeds, the quotient obtained by dividing (i) the sum of the products of (a) the number of years (rounded to the nearest one hundredth thereof) from such Measurement Date to the respective dates of each successive scheduled distribution of principal of such Collateral Debt Obligation or such Eligible Investment, as the case may be, 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 or such Eligible Investment, as the case may be.

The Minimum Weighted Average Spread Test

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

The **"Minimum Weighted Average Spread"**, as of any Measurement Date, means the greater of:

- (a) weighted average spread (expressed as a percentage) applicable to the current Fitch Test Matrix based upon the option chosen by the Collateral Manager (or linear interpolation between the two rows with the closest values, as applicable); 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 2.00 per cent.

The **"Weighted Average Spread"**, as of any Measurement Date, is the number obtained by dividing:

- (a) the amount equal to (A) the Aggregate Funded Spread plus (B) the Aggregate Unfunded Spread plus (C) the Aggregate Excess Funded Spread; by
- (b) an amount equal to the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations as of such Measurement Date (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Defaulted Obligations and Deferring Securities),

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

The **"Aggregate Funded Spread"** is, as of any Measurement Date, the sum of:

- (a) in the case of each Floating Rate Collateral Debt Obligation (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Non-Euro Obligations, Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving 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);
- (b) in the case of each Floating Rate Collateral Debt Obligation (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Non-Euro Obligations, Defaulted Obligations and Deferring Securities 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-based index, (i) the excess of the sum of such spread and such index over EURIBOR with respect to the Rated Notes as of the immediately preceding Interest Determination Date (which spread or excess may be expressed as a negative percentage) multiplied by (ii) the 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, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and subject to a Currency Hedge Transaction, (i) the stated interest rate spread over EURIBOR payable by the applicable Currency Hedge Counterparty to the Issuer under the related Currency Hedge Transaction multiplied by (ii) the Principal Balance of such Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate; and
- (d) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, for any Mezzanine Obligation, only the required current cash pay interest required by the Underlying Instruments thereon, and excluding Defaulted Obligations and Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and which is not subject to a Currency Hedge Transaction, the difference between (i) the interest amount payable by the relevant obligor converted to Euro at the applicable Spot Rate, and (ii) the product of (x) EURIBOR with respect to the Rated Notes as of the immediately preceding Interest Determination Date multiplied by (y) the Principal Balance of such Non-Euro Obligation, converted into Euro at the applicable Spot Rate.

If a Floating Rate Collateral Debt Obligation is subject to a floor, the spread shall include, if positive: (x) the EURIBOR (or such other floating rate of interest) floor value minus (y) the greater of zero and (i) if the relevant interest period of such Floating Rate Collateral Debt Obligation is the same length as the applicable interest period of the Floating Rates Notes, EURIBOR as if calculated in accordance with Condition 6(e)(i) (*Floating Rate of Interest*) on such Interest Determination Date, or (ii) 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 (provided that to the extent the floor is in respect of a Non-Euro Obligation and the floor is not included in the payments made by the Hedge Counterparty to the Issuer, for the purposes of paragraph (c) above, the additional interest amount in respect of such additional margin shall be determined by applying the Adjusted Spot Rate under paragraph (c) and not the Applicable Exchange Rate) (such adjustment pursuant to this paragraph, the "**EURIBOR Floor Adjustment**").

Further, the margin shall be deemed to be (x) in respect of a Step-Down Coupon Security, the lowest margin that is permissible pursuant to and in accordance with the Underlying Instruments relating thereto; and (y) in respect of a Step-Up Coupon Security, the margin applicable as at the relevant Measurement Date.

The "**Aggregate Unfunded Spread**" is, as of any Measurement Date, the sum of the products obtained by multiplying (i) for each Delayed Drawdown Collateral Debt Obligation and Revolving Obligation (other than Defaulted Obligations and Deferring Securities), the current per annum rate payable by way of such 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 Measurement Date, the amount obtained by multiplying:

- (a) the EURIBOR applicable to the Rated Notes during the Accrual Period in which such Measurement Date occurs; by
- (b) the amount (not less than zero) equal to (i) the Aggregate Principal Balance of the Collateral Debt Obligations (excluding for the avoidance of doubt, the principal balance of any Defaulted Obligation and Deferring Security) as of such Measurement Date minus (ii) the Target Par Amount minus (iii) the aggregate amount of Principal Proceeds received from the issuance of additional Notes pursuant to the Trust Deed; provided that the Principal Balance of (i) any Non-Euro Obligation subject to a Currency Hedge Transaction shall be an amount equal to the Euro equivalent of the outstanding principal amount of the reference Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate and (ii) any Non-Euro Obligation which is not subject to a Currency Hedge Transaction shall be an amount equal to the Euro equivalent of the outstanding principal amount of the reference Non-Euro Obligation, converted into Euro at the applicable Spot Rate.

The "**Weighted Average Coupon Adjustment Percentage**" means a percentage equal as of any Measurement Date to a number obtained by multiplying (a) the result, if any, of the Weighted Average Fixed 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 5.50 per cent.

The "**Weighted Average Fixed Coupon**", as of any Measurement Date, is the number expressed as a percentage 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 Measurement Date,

in each case excluding, for any Mezzanine Obligation, any interest that has been deferred and capitalised thereon (other than any such interest capitalised pursuant to the terms thereof which is paid for on the date of acquisition of such Mezzanine Obligation) and excluding Defaulted Obligations and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations and 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 or otherwise and rounding the result up to the nearest 0.1 per cent.

The "**Aggregate Coupon**" is, as of any Measurement Date, the sum of (i) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation and subject to an Currency Hedge Transaction, and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the product of (x) stated coupon on such Non-Euro Obligation expressed as a percentage and (y) the Principal Balance of such Non-Euro Obligation, converted into Euro at the Applicable Exchange Rate, (ii) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation which is not subject to an Currency Hedge Transaction and excluding Defaulted Obligations and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, an amount equal to the Euro equivalent of the product of (x) stated coupon on such Collateral Debt

Obligation expressed as a percentage and (y) the Principal Balance of such Non-Euro Obligation, converted into Euro at the applicable Spot Rate; and (iii) with respect to all other Fixed Rate Collateral Debt Obligations and excluding Defaulted Obligations 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, (x) the stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the Principal Balance of such Collateral Debt Obligation.

Further, the coupon shall be deemed to be (x) in respect of a Step-Down Coupon Security, the lowest coupon that is permissible pursuant to and in accordance with the Underlying Instruments relating thereto; and (y) in respect of a Step-Up Coupon Security, the margin applicable as at the relevant Measurement Date.

Rating Definitions

Moody's Ratings Definitions

"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, then such CFR;
- (b) if not determined pursuant to paragraph (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 paragraph (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 paragraph (a), (b), or (c) above, if a rating estimate has been assigned to such Collateral Debt Obligation by Moody's upon the request of the Issuer, the Collateral Manager or an Affiliate of the Collateral Manager, then the Moody's Default Probability Rating is such rating estimate as long as such rating estimate or a renewal for such rating estimate has been issued or provided by Moody's in each case within the 15 month period preceding the date on which the Moody's Default Probability Rating is being determined; provided, that if such rating estimate has been issued or provided by Moody's for a period (x) longer than 12 months but not beyond 15 months, the Moody's Default Probability Rating will be one subcategory lower than such rating estimate and (y) beyond 15 months, the Moody's Default Probability Rating will be deemed to be "Caa3";
- (e) if not determined pursuant to paragraph (a), (b), (c) or (d) above, the Moody's Derived Rating; and
- (f) if not determined pursuant to paragraph (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.

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

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

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

Type of Collateral Debt Obligation	NRSRO Rating (Public and Monitored)	Collateral Debt Obligation Rated by an NRSRO	Number of Subcategories Relative to Moody's Equivalent of NRSRO Rating
Not Structured Finance Obligation	\geq "BBB-"	Not a Loan or Participation Interest in Loan	-1
Not Structured Finance Obligation	\leq "BB+"	Not a Loan or Participation Interest in Loan	-2
Not Structured Finance Obligation	\geq "BBB-"	Loan or Participation Interest in Loan	-1
Not Structured Finance Obligation	\leq "BB+"	Loan or Participation Interest in Loan	-2

provided that (i) if such Collateral Debt Obligation is a Corporate Rescue Loan, no Moody's Derived Rating may be determined based on a rating by an NRSRO and (ii) the Aggregate Principal Balance of the Collateral Debt Obligations that may have a Moody's Rating derived from an NRSRO Rating as set forth in this paragraph (c) may not exceed 10 per cent. of the Aggregate Collateral Balance; and

- (d) if not determined pursuant to paragraph (a), (b) or (c) above and such Collateral Debt Obligation is not rated by Moody's or an NRSRO and no other security or obligation of the issuer of such Collateral Debt Obligation is rated by Moody's or an NRSRO, 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 of such Collateral Debt Obligation for purposes of the definitions of Moody's Rating or Moody's Default Probability Rating shall be (i) "B3" if the Collateral Manager confirms to the Trustee and the Collateral Administrator that the Collateral Manager believes that such estimate shall be at least "B3" and if the Aggregate Principal Balance of Collateral Debt Obligations determined pursuant to this paragraph (d) and paragraph (a) above does not exceed 5 per cent. of the Aggregate Collateral Balance or (ii) otherwise, "Caa3".

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

"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 subcategory higher than such CFR;
 - (iii) if neither paragraph (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 subcategories higher than the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;
 - (iv) if none of paragraph (i) through (iii) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and
 - (v) if none of paragraph (i) through (iv) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3"; and
- (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 paragraph (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 subcategory lower than such CFR;
 - (iv) if none of paragraph (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 subcategory higher than the Assigned Moody's Rating on any such obligation as selected by the Collateral Manager in its sole discretion;
 - (v) if none of paragraph (i) through (iv) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and
 - (vi) if none of paragraph (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.

Fitch Ratings Definitions

The "**Fitch Rating**" of any Collateral Debt Obligation will be determined in accordance with the below methodology (with the sub-paragraph earliest in this definition applying in the case where more than one sub-paragraph would otherwise be applicable):

- (a) with respect to any Collateral Debt Obligation in respect of which there is a Fitch issuer default rating, including credit opinions, whether public or privately provided to the Collateral Manager following notification by the Collateral Manager that the Issuer has entered into a binding commitment to acquire such Collateral Debt Obligation (the "**Fitch Issuer Default Rating**"), the Fitch Rating shall be such Fitch Issuer Default Rating;
- (b) if the Obligor thereof has an outstanding long term financial strength rating from Fitch (the "**Fitch LTSR**"), then the Fitch Rating shall be one notch lower than such Fitch LTSR;
- (c) if in respect of any other obligation of the Obligor or its Affiliates, there is a publicly available rating by Fitch, then the Fitch Rating shall be the Fitch IDR Equivalent determined by applying the Fitch Rating Mapping Table (as defined below) to such rating;
- (d) if in respect of the Collateral Debt Obligation there is a Moody's CFR, a Moody's Long Term Issuer Rating, or an S&P Issuer Credit Rating, then the Fitch Rating shall be the rating that corresponds to the lowest thereof;
- (e) if in respect of the Collateral Debt Obligation, there is an Insurance Financial Strength Rating, then the Fitch Rating shall be one notch lower than such Insurance Financial Strength Rating;
- (f) if in respect of the Collateral Debt Obligation there is a Moody's/S&P Corporate Issue Rating, then the Fitch Rating shall be the Fitch IDR Equivalent determined by applying the Fitch Rating Mapping Table (as defined below) to such rating;
- (g) if a Fitch Rating cannot otherwise be assigned, the Collateral Manager, on behalf of the Issuer, shall apply to Fitch for a credit opinion which shall then be the Fitch Rating or shall agree a rating with Fitch which shall then be the Fitch Rating, provided that pending receipt from Fitch of any credit opinion, the applicable Collateral Debt Obligation shall either be deemed to have a Fitch Rating of "B-", subject to the Collateral Manager believing (in its reasonable judgement) that such credit assessment will be at least "B-" or the rating specified as applicable thereto by Fitch pending receipt of such credit assessment; provided further that if no credit opinion from Fitch is expected (in the opinion of the Collateral Manager) to become available for the relevant Collateral Debt Obligation and (i) the relevant Collateral Debt Obligation is not a Defaulted Obligation or a Collateral Debt Obligation with a Fitch IDR Equivalent of "CCC+" or lower, (ii) the relevant Collateral Debt Obligation has a private rating by Moody's, and (iii) the Principal Balance of the relevant Collateral Debt Obligation when added to the Principal Balances of other such Collateral Debt Obligations satisfying (i) and (ii) of this proviso does not exceed 10 per cent of the Aggregate Collateral Balance, then the Fitch Rating of the relevant Collateral Debt Obligation shall be deemed to be "B-", and if any of (i) to (iii) in the foregoing proviso are not met, the relevant Collateral Debt Obligation will be deemed to have a Fitch Rating of "CCC".
- (h) if such Collateral Debt Obligation is a Corporate Rescue Loan:
 - (i) if such Corporate Rescue Loan has a publicly available rating from Fitch or has been assigned an issue level credit assessment by Fitch, the Fitch Rating shall be such rating or credit assessment;
 - (ii) otherwise the Issuer or the Collateral Manager on behalf of the Issuer shall apply to Fitch for an issue level credit assessment provided that, pending receipt from Fitch of any issue level

credit assessment, the applicable Corporate Rescue Loan shall either be deemed to have a Fitch Rating of "B-", subject to the Collateral Manager believing (in its reasonable judgement) that such credit assessment will be at least "B-" or the rating specified as applicable thereto by Fitch pending receipt of such credit assessment; or

For the purposes of determining the Fitch Rating, the following definitions shall apply, provided always that:

- (a) a debt security or obligation of the Obligor has been in default during the past two years, the Fitch Rating of such Collateral Debt Obligation shall be treated as "D"; and
- (b) with respect to any Current Pay Obligation that is rated "D" or "RD", the Fitch Rating of such Current Pay Obligation will be "CCC",

and provided further that:

- (x) if the applicable Collateral Debt Obligation has been put on rating watch negative or negative credit watch for possible downgrade by:
 - (i) Fitch, then the rating used to determine the Fitch Rating above shall be one rating subcategory below such rating by Fitch;
 - (ii) Moody's, then in the case only where the Fitch Rating is derived from a rating assigned by Moody's then the Fitch Rating shall be one rating subcategory below what would otherwise be the Fitch Rating determined pursuant to paragraphs (a) to (h) above; or
 - (iii) S&P, then in the case only where the Fitch Rating is derived from a rating assigned by S&P then the Fitch Rating shall be one rating subcategory below what would otherwise be the Fitch Rating determined pursuant to paragraphs (a) to (h) above; and
 - (iv) notwithstanding the rating definition described above, Fitch reserves the right to use a credit opinion or a rating estimate for any Collateral Debt Obligations at any time.

"Fitch IDR Equivalent" means, in respect of any rating described in the Fitch Rating Mapping Table, the equivalent Fitch Issuer Default Rating determined by increasing (or reducing, in the case of a negative number) such rating (or the nearest Fitch equivalent thereof) by the number of notches specified under "Mapping Rule" in the fourth column of the Fitch Rating Mapping Table.

"Fitch Rating Mapping Table" means the following table:

1. Rating Type	2. Applicable Rating Agency(ies)	3. Issue rating	4. Mapping Rule
Corporate family rating or long term issuer rating	Moody's	n/a	+0
Issuer credit rating	S&P	n/a	+0
Senior unsecured	Fitch, Moody's or S&P	Any	+0
Senior secured or subordinated secured	Fitch or S&P	"BBB-" or above	+0
Senior secured or subordinated secured	Fitch or S&P	"BB+" or below	-1
Senior secured or subordinated secured	Moody's	"Ba1" or above	-1
Senior secured or subordinated secured	Moody's	"Ba2" or below but at or above "Ca"	-2
Senior secured or subordinated secured	Moody's	"Ca"	-1
Subordinated (junior or	Fitch, Moody's or S&P	"B+" / "B1" or above	+1

1. Rating Type	2. Applicable Rating Agency(ies)	3. Issue rating	4. Mapping Rule
senior)			
Subordinated (junior or senior)	Fitch, Moody's or S&P	"B" / "B2" or below	+2

"**Insurance Financial Strength Rating**" means, in respect of a Collateral Debt Obligation, the lower of any applicable public insurance financial strength rating by S&P or Moody's in respect thereof.

"**Moody's CFR**" means, in respect of a Collateral Debt Obligation, a publicly available corporate family rating by Moody's in respect of the Obligor thereof.

"**Moody's Long Term Issuer Rating**" means, in respect of a Collateral Debt Obligation, a publicly available long term issuer rating by Moody's in respect of the Obligor thereof.

"**Moody's/S&P Corporate Issue Rating**" means, in respect of a Collateral Debt Obligation, the lower of the Fitch IDR Equivalent ratings, determined in accordance with the Fitch Rating Mapping Table, corresponding to any outstanding publicly available issue rating by Moody's and/or S&P in respect of any other obligation of the Obligor or any of its Affiliates.

"**S&P 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.

"**S&P Rating**" means, with respect to any Collateral Debt Obligation, as of any date of determination, the rating assigned to such Collateral Debt Obligation by S&P.

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 F Par Value Test, the Class A/B Interest Coverage Test, the Class C Interest Coverage Test and the Class D Interest Coverage Test. The Coverage Tests will be used primarily to determine whether interest may be paid on the Class 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 which would otherwise be used to pay interest on the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes must instead be used to pay principal on the Notes in accordance with the Note Payment Sequence, in each case to the extent necessary to cause the Coverage Tests relating to the relevant Class of Notes to be met.

Each of: (i) the Class A/B Par Value Test, the Class C Par Value Test, the Class D Par Value Test and the Class E Par Value Test shall apply on each Measurement Date on and after the Effective Date, (ii) the Interest Coverage Tests, shall apply on and after the Determination Date immediately preceding the second Payment Date; and (iii) the Class F Par Value Test, shall apply on each Measurement Date after the expiry of the Reinvestment Period, and, in each case, shall be satisfied on a Measurement Date if the corresponding Par Value Ratio or Interest Coverage Ratio (as the case may be) is at least equal to the percentage specified in the table below in relation to that Coverage Test.

Coverage Test and Ratio	Percentage at Which Test is Satisfied
Class A/B Par Value Test	130.73%
Class A/B Interest Coverage Test	120.0%
Class C Par Value Test	120.47%
Class C Interest Coverage Test	110.0%
Class D Par Value Test	113.25%
Class D Interest Coverage Test	105.0%
Class E Par Value Test	106.79%

Coverage Test and Ratio	Percentage at Which Test is Satisfied
Class F Par Value Test	104.53%

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.

Appointment

The Issuer appoints the Collateral Manager to act as collateral manager in respect of the Portfolio and to perform certain collateral management functions in accordance with the provisions of the Collateral Management Agreement.

Services

The Issuer grants to the Collateral Manager full authority (subject at all times to the provisions of the Collateral Management Agreement and the Trust Deed), and delegates to the Collateral Manager the power (in each case in compliance with any applicable Management Criteria as defined in the Collateral Management Agreement and subject to the provisions of the Collateral Management Agreement) to:

- (a) make purchases, sales, acquisitions, disposals and exchanges of Collateral Debt Obligations on the Issuer's behalf and as the Issuer's agent in accordance with the terms of the Collateral Management Agreement and the Trust Deed;
- (b) monitor, manage and dispose of the Collateral Debt Obligations;
- (c) select, acquire, manage and dispose of Collateral Enhancement Obligations;
- (d) acquire, manage and dispose of all assets that form part of the Portfolio other than Collateral Debt Obligations and Collateral Enhancement Obligations;
- (e) exercise all rights and remedies of the Issuer in the Issuer's capacity as a holder of, or the person beneficially entitled to, any of the assets in the Portfolio;
- (f) in its discretion, invest amounts on the Issuer's behalf and as the Issuer's agent in Eligible Investments;
- (g) subject to satisfaction of the Hedging Condition, arrange and negotiate the entry into and/or termination (in whole or in part) of Hedge Agreements on behalf of the Issuer to manage interest rate and currency risk and to give directions (on behalf of the Issuer) to the Collateral Administrator in relation thereto and to assist the Issuer generally in relation to the operation of any Hedge Agreement and to assist the Issuer in locating and appointing a replacement Hedge Counterparty in the event that a Hedge Counterparty is downgraded below the Required Rating (as defined in the relevant Hedge Agreement) or as otherwise required pursuant to the Transaction Documents;
- (h) agree and consent, or omit from agreeing and consenting on the Issuer's behalf to any proposed amendment, modification, waiver, Maturity Amendment, consent or indulgence to or in relation to the terms and conditions of a Portfolio obligation (for the avoidance of doubt, the Collateral Manager may vote or refrain from voting on any such obligation in compliance with the Collateral Manager's proxy voting procedures and policies, and in any event in a manner permitted by the Collateral Management Agreement and that is consistent with the Standard of Care);
- (i) waive or elect not to exercise remedies in respect of any default with respect to any Defaulted Obligation;

- (j) implement or effectuate any redemption (optional or mandatory) or Refinancing contemplated or permitted by the Conditions or the Trust Deed;
- (k) advise and assist the Issuer in the valuation of Portfolio assets to the extent required or permitted by the Conditions or the Trust Deed and including, but not limited to, such valuations required to facilitate the preparation of financial statements by the Issuer;
- (l) confirm to the Issuer, the Collateral Administrator and the Trustee that the Effective Date has occurred;
- (m) make all determinations which the Collateral Manager is required to make under the Collateral Management Agreement;
- (n) negotiate the terms of, and to execute and deliver on behalf of the Issuer any and all documents which the Collateral Manager, in its absolute discretion, considers to be necessary in connection with the rights and obligations of the Issuer delegated to the Collateral Manager under the Collateral Management Agreement and as permitted in accordance with the Conditions, the Trust Deed and each other Transaction Document;
- (o) within ten Business Days following the Effective Date request that the independent accountants issue, within 30 Business Days following the Effective Date, a report which recalculates and compares Aggregate Collateral Balance of all Collateral Debt Obligations purchased or committed to be purchased as at the Effective Date (provided that, for the purposes of determining the Aggregate Collateral Balance, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its Moody's Collateral Value) and the computations and results of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests (other than the Interest Coverage Tests) by reference to such Collateral Debt Obligations, receipt of which shall be confirmed to the Trustee;
- (p) provide such other services in connection with the business of the Issuer (subject to the provisions of the Trust Deed) as the Issuer and the Collateral Manager may from time to time agree, upon payment of such additional fees as may be agreed, provided that such additional fees shall only be paid as Administrative Expenses pursuant to the Priorities of Payment;
- (q) with respect to any Defaulted Obligation, instruct the trustee or agent for such Defaulted Obligation to enforce the Issuer's rights under the Underlying Instruments governing such Defaulted Obligation or any applicable law, rule or regulation in any manner permitted under the Collateral Management Agreement or the Trust Deed and that is consistent with the Standard of Care;
- (r) advise the Issuer in performing its obligations under EMIR; and
- (s) otherwise do all things ancillary or incidental to the foregoing.

Due Diligence

Prior to the entry by the Issuer or the Collateral Manager (acting on behalf of the Issuer) into a commitment to purchase an asset intended to constitute a Collateral Debt Obligation, the Collateral Manager will carry out due diligence in accordance with the Standard of Care to ensure that the Eligibility Criteria will be satisfied and that, except for Collateral Debt Obligations which are acquired by way of Participation, the Issuer will, upon the settlement of such purchase, become the legal and beneficial holder of such Collateral Debt Obligation in accordance with the terms of the relevant Underlying Instrument and all applicable laws and regulations. Noteholders are reliant on the Collateral Manager conducting such due diligence in a manner which ensures that the Collateral Debt Obligations are properly and effectively transferred and satisfy each of the Eligibility Criteria.

Portfolio Profile Tests, Collateral Quality Tests and other tests

On or after the Effective Date and prior to the purchase of or investment in any Collateral Debt Obligation on behalf of the Issuer, the Collateral Manager shall forward a Test Request (as defined in the Collateral Management Agreement) to the Collateral Administrator requesting confirmation and certification that, as at the date of the proposed acquisition, following any investment of Principal Proceeds in Substitute Collateral Debt Obligations, the Reinvestment Overcollateralisation Test, the Coverage Tests, the Collateral Quality Tests, the Portfolio Profile Tests and the Reinvestment Criteria (in each case as applicable) will be satisfied, or if not, the extent to which they are not. The Collateral Manager may only commit to acquire any Collateral Debt Obligation on any given day if the Collateral Administrator has confirmed that the Reinvestment Criteria (to the extent applicable) are satisfied in respect thereof on such day.

Fees

As compensation for the performance of its obligations under the Collateral Management Agreement, the Collateral Manager (and/or, at its direction, an Affiliate of the Collateral Manager) will be entitled to receive, in arrear, from the Issuer on each Payment Date, a senior collateral management fee equal to 0.15 per cent. per annum (calculated on the basis of a 360-day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance measured as of the first day of such Due Period (or if such day is not a Business Day, the next day which is a Business Day) relating to the applicable Payment Date, as determined by the Collateral Administrator, which collateral management fee will be payable senior to the Notes, but subordinated to certain fees and expenses of the Issuer in accordance with the Priorities of Payment (such fee, the "**Senior Collateral Management Fee**").

In addition to the Senior Collateral Management Fee, the Collateral Manager (and/or such person as the Collateral Manager may from time to time direct) will receive an incentive collateral management fee (such fee, the "**Incentive Collateral Management Fee**") on each Payment Date on which the Incentive Collateral Management Fee IRR Threshold has been met or surpassed. On each such Payment Date, 20.0 per cent. of any Interest Proceeds, Principal Proceeds and Collateral Enhancement Obligation Proceeds (after any payment required to satisfy the Incentive Collateral Management Fee IRR Threshold) that would otherwise be available to distribute to the Subordinated Noteholders in accordance with the Priorities of Payment, will be applied to pay the Incentive Collateral Management Fee as of such Payment Date. The Collateral Manager may, at its sole discretion designate, waive or reinvest all or a part of the Incentive Collateral Management Fee in additional Collateral Debt Obligations.

For the avoidance of doubt, the amount of the Collateral Management Fees, calculated as described above, shall be deemed not to include any applicable VAT thereon. In the event that any supply to which a Collateral Management Fee relates is or becomes subject to VAT payable by the Collateral Manager, then an amount equal to such VAT will be paid by the Issuer to the Collateral Manager in addition to such Collateral Management Fee against delivery of a valid VAT invoice.

The Collateral Manager also expects to hold Class M-2 Subordinated Notes and receive payments in respect thereof subject to and in accordance with the Priorities of Payments. In respect of a Payment Date and the immediately preceding Due Period thereto, an amount (the "**Class M-2 Subordinated Noteholder Amount**"), as determined by the Calculation Agent, equal to 0.35 per cent. per annum (calculated semi-annually following the occurrence of a Frequency Switch Event and quarterly at all other times, in each case on the basis of a 360-day year and the actual number of days elapsed in such Due Period) of the Aggregate Collateral Balance measured as of the first day of such Due Period (or if such day is not a Business Day, the next day which is a Business Day) will be payable senior to the payments on the Subordinated Notes, but subordinated to the Rated Notes in accordance with the Priorities of Payment.

If amounts distributable on any Payment Date in accordance with the Priorities of Payment are insufficient to pay the Collateral Management Fees and/or Class M-2 Subordinated Noteholder Amounts, as applicable, in full, then a portion of the applicable Collateral Management Fee and/or Class M-2 Subordinated Noteholder Amount, as applicable, equal to the shortfall will be deferred and will be payable on subsequent Payment Dates on which funds are available therefor according to the Priorities of Payment.

The Collateral Manager in respect of any Collateral Management Fees, and the Class M-2 Subordinated Noteholders in respect of the Class M-2 Subordinated Noteholder Amount, in each case due to be paid to it on a Payment Date, may each elect to:

- (a) in the case of the Collateral Manager, defer any Senior Collateral Management Fees;
- (b) in the case of the Class M-2 Subordinated Noteholders, defer any Class M-2 Subordinated Noteholder Amounts;
- (c) in the case of the Collateral Manager, irrevocably waive any Senior Collateral Management Fees and/or Incentive Collateral Management Fees;
- (d) in the case of the Class M-2 Subordinated Noteholders, irrevocably waive their right to receive any Class M-2 Subordinated Noteholder Amounts; and/or
- (e) in the case of the Collateral Manager, direct payment by the Issuer of any of the Collateral Manager's Senior Collateral Management Fees and/or the Incentive Collateral Management Fees, or any part thereof, to a party of its choice.

Any amounts so deferred pursuant to paragraphs (a) or (b) above or irrevocably waived pursuant to paragraphs (c) or (d) above shall be applied in accordance with the Priorities of Payment. Any amounts so waived pursuant to paragraphs (c) or (d) above will cease to become due and payable and will not become due and payable at any time. Any amounts directed to be paid by the Collateral Manager to another party pursuant to paragraph (e) above will cease to become due and payable to the Collateral Manager upon proper receipt of those amounts by the nominated party.

Any due and unpaid (a) Collateral Management Fees and/or (b) Class M-2 Subordinated Noteholder Amounts shall in each case accrue interest at a rate per annum equal to 3-month EURIBOR or, if a Frequency Switch Event has occurred, 6-month EURIBOR (in each case calculated on the basis of a 360-day year consisting of twelve 30 day months from the date due and payable to the date of actual payment and provided that if any such EURIBOR rate is less than zero, the relevant rate of interest for such purpose shall be deemed to be zero). In addition, in accordance with the Priorities of Payment, (i) the Collateral Manager may, in its sole discretion, elect, subject to and in accordance with Condition 3(c)(i)(D)(1) (*Application of Interest Proceeds*), to designate the Senior Collateral Management Fee for reinvestment in Collateral Debt Obligations and/or (ii) the Class M-2 Subordinated Noteholders may, in their sole discretion, elect, subject to and in accordance with Condition 3(c)(i)(W)(1) (*Application of Interest Proceeds*), to designate Class M-2 Subordinated Noteholder Amounts for reinvestment in Collateral Debt Obligations.

The Collateral Manager shall pay all expenses and costs incurred by it in connection with its services under the Collateral Management Agreement; provided, however, that certain expenses incurred by the Collateral Manager in the performance of its obligations under the Collateral Management Agreement will be reimbursed by the Issuer by way of further consideration in connection with the services provided by the Collateral Manager under the Collateral Management Agreement as Administrative Expenses to the extent funds are available therefor in accordance with and subject to the limitations contained in the Collateral Management Agreement and the Priorities of Payment. These expenses include, but are not limited to (i) legal advisers, consultants, rating agencies, accountants, brokers and other professionals retained by the Issuer or the Collateral Manager (on behalf of the Issuer); and (ii) asset pricing and asset rating services, compliance services and software, and accounting, programming and data entry services directly related to the management of the Collateral.

Related Party Transactions

The Collateral Manager and any of its Affiliates may at certain times seek to purchase or sell investments from or to the Issuer as principal for its own account or for the account of an Affiliate, such transactions being referred to as "principal" transactions.

The Collateral Manager and its Affiliates will be authorised to engage in certain "cross" transactions, including "agency cross" transactions (i.e., transactions in which either the Collateral Manager or one of its Affiliates or another person acts as a broker for both the Issuer and another person on the other side of the same transaction, which person may be an account or client for which the Collateral Manager or any Affiliate serves as investment adviser) and "client cross" transactions (i.e., transactions in which the Collateral Manager causes a transaction to be effected between the Issuer and another account advised by the Collateral Manager without the Collateral Manager or any of its Affiliates receiving any compensation for such transaction).

The Issuer has agreed to permit principal transactions and agency cross transactions entered into in accordance with applicable laws and regulations; provided that (i) such consent can be revoked at any time by the Issuer and (ii) certain transactions e.g. principal transactions require the advance consent of the Issuer. By purchasing a Note, a holder shall be deemed to have consented to the procedures described herein relating to cross transactions and principal transactions. The Collateral Manager or its Affiliates may receive commissions from, and have a potentially conflicting division of loyalties and responsibilities regarding, both parties to any such principal transaction or cross transactions. See "*Risk Factors—Certain Conflicts of Interest*".

Standard of Care of the Collateral Manager

Pursuant to the Collateral Management Agreement, the Collateral Manager will agree with the Issuer that it will perform its obligations, duties and discretions under the Collateral Management Agreement in good faith and exercise reasonable care in performing its duties under the Transaction Documents, using a degree of skill and attention no less than that which the Collateral Manager exercises with respect to comparable assets that it manages for itself, its Affiliates and for others in accordance with its existing practices and procedures relating to assets of the nature and character of the Collateral Debt Obligations and in a manner consistent with the degree of skill and attention exercised by reasonable and prudent institutional managers of assets of the nature and character of the Collateral Debt Obligations (the "**Standard of Care**").

Liability of the Collateral Manager

None of the Collateral Manager or any Collateral Manager Related Person will be liable (whether directly or indirectly, in contract or in tort or otherwise) to the Issuer, the Trustee, the Collateral Administrator, the Placement Agent, any of the Noteholders, any of their respective Affiliates, shareholders, managers, directors, officers, partners, agents or employees or any other Person for any loss incurred by such Person arising out of, or in connection with, the performance, by the Collateral Manager, its Affiliates, their respective managers, directors, officers, partners, agents or employees under or in connection with the Collateral Management Agreement or the terms of any other Transaction Document applicable to the Collateral Manager, or for any liabilities resulting from any failure to satisfy the Standard of Care, except in each case to the extent such liabilities were incurred:

- (a) by reason of acts or omissions constituting bad faith, wilful misconduct, fraud or gross negligence (with such term given its meaning under New York law) in the performance, or reckless disregard, of the duties and obligations of the Collateral Manager under the terms of the Collateral Management Agreement or any other Transaction Documents;
- (b) by reason of the Collateral Manager Information containing any untrue statement of material fact, which makes statements therein, in the light of the circumstances under which they were made, misleading; or

- (c) by reason of the Collateral Manager Information omitting to state a material fact, which makes statements therein, in the light of the circumstances under which they were made, misleading,

(each a "**Collateral Manager Breach**" and together the "**Collateral Manager Breaches**").

"**Collateral Manager Information**" means the information provided by the Collateral Manager for inclusion in this Offering Circular, being that contained in the sections respectively therein headed "*Risk Factors—Certain Conflicts of Interest—Certain Conflicts of Interest Involving or Relating to the Collateral Manager and its Affiliates*", "*Risk Factors—Certain Conflicts Of Interest—Conflicts related to obligations that the Collateral Manager, its affiliates or their respective related Persons have to other Clients*" and "*The Collateral Manager*".

In no event shall the Collateral Manager be liable for any indirect, punitive, special or consequential loss or damages (including loss of profit).

The Collateral Manager (any Affiliates of the Collateral Manager, and their shareholders, directors, officers, members, attorneys, advisors, agents and employees) will be entitled to indemnification by the Issuer in relation, *inter alia*, to the performance of the Collateral Manager's obligations under the Collateral Management Agreement, subject to the terms of the Collateral Management Agreement, which will be payable in accordance with the Priorities of Payment (including any pecuniary sanctions to which the Collateral Manager may become liable pursuant to Article 32 of the Securitisation Regulation not arising as a result of any act or omission that constitutes wilful default or negligence).

The Collateral Manager shall indemnify the Issuer, the Collateral Administrator and the Trustee (including for properly incurred legal fees and expenses) in respect of Collateral Manager Breaches, subject to and in accordance with the Collateral Management Agreement.

Resignation of the Collateral Manager

The Collateral Manager may resign, upon 90 calendar days' (or such shorter notice as is acceptable to the Issuer) prior written notice to the Issuer, the Trustee, the Collateral Administrator, the Hedge Counterparties and each Rating Agency. Such resignation will not be effective until the date as of which a successor Collateral Manager has been appointed in accordance with the Collateral Management Agreement. Any such resignation is without prejudice and subject to fulfilment of the Collateral Manager's obligations in respect of the Retention Notes.

Removal for Cause

Subject to the paragraph below, the Collateral Management Agreement may be terminated, and the Collateral Manager may be removed, for cause upon at least 30 days' prior written notice by (i) the Issuer at its discretion; or (ii) the Trustee (subject to being indemnified and/or secured and/or prefunded to its satisfaction) at the direction of the holders of (A) the Subordinated Notes, acting by Extraordinary Resolution or (B) the Controlling Class, acting by Ordinary Resolution (in each case, excluding any CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes and any Notes held by the Collateral Manager or a Collateral Manager Related Person), provided that notice of such removal shall have been given to the holders of each Class of the Notes, the Collateral Manager, the Trustee (in the case of termination by the Issuer), the Hedge Counterparties and each Rating Agency by the Issuer or the Trustee, as the case may be, in accordance with the Collateral Management Agreement.

For the purpose of determining "Cause" with respect to termination of the Collateral Management Agreement such term shall mean any one of the following events:

- (a) the Collateral Manager wilfully takes any action that it knows breaches any material provision (unrelated to the economic performance of any Collateral Debt Obligation) of the Collateral Management Agreement, the Conditions or any other Transaction Document applicable to it;

- (b) the Collateral Manager breaches any material provision of the Collateral Management Agreement applicable to it that, either individually or in the aggregate in the opinion of the Trustee has a material adverse effect on the Issuer or the interests of the Noteholders of any Class and the Collateral Manager fails to cure such breach within 30 calendar 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 calendar days but is capable of being cured, 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 calendar days). Upon becoming aware of any such breach, the Collateral Manager shall give written notice thereof to the Issuer and the Trustee;
- (c) any representation, warranty, certification or statement made or delivered by the Collateral Manager in or pursuant to the Collateral Management Agreement fails to be correct in any respect when made and such failure has a material adverse effect on the interests of any Class of Noteholders under the Collateral Management Agreement and the Collateral Manager fails to (x) reasonably demonstrate that no such failure has occurred or (y) take such actions required for the facts (after giving effect to such actions) to conform in all material respects to such representation, warranty or certification, in each case within 30 days of receiving notice of the occurrence of such breach from the Issuer or the Trustee (at the direction of any holder) or, if such breach is not capable of cure within 30 days but is capable of being cured within a longer period, the Collateral Manager fails to cure such breach within the period in which a reasonably prudent person could cure such breach (but in no event more than 60 days);
- (d) the Collateral Manager is wound up or dissolved (other than pursuant to a consolidation, amalgamation or merger), or the Collateral Manager: (i) ceases to be able to, or admits in writing that it is unable to pay its debts as they become due and payable, or makes a general assignment for the benefit of, or enters into any composition or arrangement with, its creditors generally; (ii) applies for or consents (by admission of material allegations of a petition or otherwise) to the appointment of a receiver, administrator, examiner, trustee, assignee, custodian, liquidator or sequestrator (or other similar official) of the Collateral Manager or of any substantial part of its properties or assets, or authorises such an application or consent, or proceedings seeking such appointment are commenced against the Collateral Manager without such authorisation, consent or application and either continue undismissed for 45 calendar days or any such appointment is ordered by a court or regulatory body having jurisdiction; (iii) authorises or files a voluntary petition in bankruptcy, or applies for or consents (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganisation, examinership, arrangement, readjustment of debt, insolvency, dissolution, or similar law, or authorises such application or consent, or proceedings to such end are instituted against the Collateral Manager without such authorisation, application or consent and remain undismissed for 45 calendar days or result in adjudication of bankruptcy or insolvency or the issuance of an order for relief; or (iv) permits or suffers all or any substantial part of its properties or assets to be sequestered or attached by court order and the order (if contested in good faith) remains undismissed for 60 calendar days;
- (e) the occurrence of an Event of Default specified in paragraph (a)(i) (*Non-payment of Interest*) or paragraph (a)(ii) (*Non-payment of Principal*) of Condition 10 (*Events of Default*) (except in those circumstances where such an Event of Default is solely attributable to the actions of a third party which the Collateral Manager does not control), and which breach or default is not cured within any applicable cure period set forth in the Conditions; and
- (f) the occurrence of an act by the Collateral Manager (or any senior officer of the Collateral Manager directly involved in its CLO management business) that constitutes fraud or criminal activity in the performance of the Collateral Manager's obligations under the Collateral Management Agreement or its other investment management activities, or the Collateral Manager (or any senior officer of the Collateral Manager directly involved in its CLO management business) being found guilty of having

committed a criminal offence materially related to the management of investments similar in nature and character to those which comprise the Collateral.

If the Collateral Manager becomes aware that any of the events specified in paragraphs (a) to (f) (inclusive) above has occurred, the Collateral Manager shall give prompt written notice thereof to the Issuer, the Trustee, the Collateral Administrator, the Rating Agencies, the Hedge Counterparties and the holders of all Outstanding Notes upon the Collateral Manager becoming so aware.

No Voting Rights

Notwithstanding any reference or provision in this Offering Circular (including, without limitation, this section "*Description of the Collateral Management Agreement*"):

Notes held in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable 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 any votes in respect of 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 Removal and Replacement 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, for the benefit of, or on behalf of the Collateral Manager or any Collateral Manager Related Person shall only be held in the form of CM Removal and Replacement Exchangeable Non-Voting Notes and will therefore have no voting rights with respect to, and shall not be counted for the purposes of, determining a quorum and the results of any votes in respect of any CM Removal Resolution or in respect of any CM Replacement Resolution where the appointment of a successor Collateral Manager results from the removal of the Collateral Manager for cause (but shall carry a right to vote and be so counted on all other matters in respect of which CM Removal and Replacement Voting Notes have a right to vote and be counted).

Any Class E Notes, Class F Notes or Subordinated Notes held by, for the benefit of, or on behalf of the Collateral Manager or any Collateral Manager Related Person will have no voting rights with respect to, and shall not be counted for the purposes of, determining a quorum and the results of any votes in respect of any CM Removal Resolution or in respect of any CM Replacement Resolution where the appointment of a successor Collateral Manager results from the removal of the Collateral Manager for cause (but shall carry a right to vote and be so counted on all other matters in respect of which CM Removal and Replacement Voting Notes have a right to vote and be counted).

The Class X 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 CM Replacement Resolutions.

Delegation and Transfers

The Collateral Manager may, in accordance with the terms of the Collateral Management Agreement, employ third parties to render advice, to provide services to arrange for trade execution and otherwise provide assistance to the Issuer and to perform any of its non-material duties under this Agreement. The Issuer and/or the Collateral Manager may retain, at the Issuer's expense, one or more third parties, pursuant to a licensing or other agreement, to, among other things, provide software databases and applications to model, evaluate and monitor the Portfolio, the Notes and any other assets and liabilities or rights and obligations of the Issuer.

The Collateral Manager may not assign its rights and delegate its material duties under the Collateral Management Agreement to any assignee or delegate unless:

- (a) such assignment or delegation is consented to by (i) the Issuer; (ii) the Controlling Class (acting by Ordinary Resolution); and (iii) the Subordinated Noteholders (acting by Ordinary Resolution), in each

case, excluding any Notes held by, for the benefit of, or on behalf of the Collateral Manager or any Collateral Manager Related Person and any Notes held in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes;

- (b) prior written notice is given to each Rating Agency then rating the Rated Notes;
- (c) such assignee or delegate is legally qualified and has the regulatory capacity to act as such, including offering portfolio management services to Irish residents or benefits from an exception or exclusion from such requirements;
- (d) such assignment or delegation will not cause the Issuer to become subject to net income, profits or similar taxation in any jurisdiction other than Ireland or cause the Issuer to be engaged in a trade or business in the United States for U.S. federal income tax purposes or cause any other material adverse tax consequences to the Issuer;
- (e) such assignment or delegation will not cause either of the Issuer or the Collateral Manager to become required to register under the provisions of the Investment Company Act;
- (f) such assignment or delegation will not cause VAT (or additional VAT) to become payable by the Issuer or the assignee or delegate in respect of the Collateral Management Fees; and
- (g) such assignment or delegation will not cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements.

The Collateral Manager is permitted to assign its rights and delegate its duties under the Collateral Management Agreement to any Affiliate of the Collateral Manager without the consent of any party, provided that:

- (a) such Affiliate has demonstrated an ability to professionally and competently perform duties similar to those imposed upon the Collateral Manager under the Collateral Management Agreement and has a substantially similar (or better) level of expertise;
- (b) such Affiliate is legally qualified to and has the regulatory capacity (including Irish regulatory capacity to provide collateral management services to Irish counterparties as a matter of the laws of Ireland) to act as assignee or delegate or benefits from an exemption or exclusion from such requirements;
- (c) prior written notice is given to each Rating Agency then rating the Rated Notes;
- (d) such assignment or delegation will not cause the Issuer to become subject to net income taxation in any jurisdiction other than Ireland or cause the Issuer to be engaged in a trade or business in the United States for U.S. federal income tax purposes or cause any other material adverse tax consequences to the Issuer;
- (e) such assignment or delegation will not cause additional value added tax (or similar) to become payable by the Issuer or the assignee or delegate in respect of the Collateral Management Fees;
- (f) such assignment or delegation will not cause the Issuer, the Collateral Manager or the Collateral to become required to register or become registered under the provisions of the Investment Company Act; and
- (g) such assignment or delegation will not cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements.

Notwithstanding the foregoing, no delegation of responsibilities by the Collateral Manager shall relieve it from any liability under the Collateral Management Agreement.

The Issuer may not assign its rights under the Collateral Management Agreement without the prior written consent of the Collateral Manager, the Trustee, the holders of each Class of Notes acting by Ordinary Resolution, each voting as a separate class and subject to Rating Agency Confirmation, except in the case of an assignment by the Issuer (i) to an entity that is a successor to the Issuer permitted under the Trust Deed or (ii) to the Trustee.

Appointment of Successor

No resignation or termination of the appointment of the Collateral Manager will be effective until a successor Collateral Manager is duly appointed. Any successor Collateral Manager must satisfy the conditions set out in the Collateral Management Agreement and shall, for the avoidance of doubt, be appointed on substantially similar terms as those set out in the Collateral Management Agreement.

Within 90 calendar days of the resignation, termination or removal of the Collateral Manager while any of the Notes are outstanding, the Subordinated Noteholders (acting by Ordinary Resolution) may propose a successor Collateral Manager by delivering notice thereof to the Issuer, the Trustee and the holders of the Notes. The Controlling Class (acting by Ordinary Resolution) may consent to such successor Collateral Manager by delivery of notice of such consent to the Issuer and the Trustee. If the Controlling Class (acting by Ordinary Resolution) consents to such proposed successor Collateral Manager, such proposed successor will be appointed Collateral Manager by the Issuer subject to receipt of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes being notified of such appointment.

If the Subordinated Noteholders (acting by Ordinary Resolution) make no such proposal within such 90-day period, the Controlling Class (acting by Ordinary Resolution and confirming in such resolution that the proposed successor Collateral Manager is not an Affiliate of a holder of the Controlling Class) may propose a successor Collateral Manager by delivering notice thereof to the Issuer, the Trustee and the holders of the Notes. The Subordinated Noteholders (acting by Ordinary Resolution) may, within 30 calendar days from receipt of such notice, object to such successor Collateral Manager by delivery of notice of such objection to the Issuer and the Trustee.

If no notice of objection is received by the Issuer and the Trustee within such time period, such proposed successor Collateral Manager will be appointed Collateral Manager by the Issuer subject to receipt of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes being notified of such appointment. Within 30 calendar days of receipt of notice of any such objection, either the Controlling Class (acting by Ordinary Resolution) or the Subordinated Noteholders (acting by Ordinary Resolution) may propose a successor Collateral Manager by written notice to the Trustee, the Issuer and the holders of the Notes. In the case of such proposal by the Controlling Class, the Subordinated Noteholders (acting by Ordinary Resolution), may, within 30 calendar days from receipt of such notice, deliver to the Issuer and the Trustee notice of objection thereto. In the case of such a proposal by the Subordinated Noteholders, the Controlling Class (acting by Ordinary Resolution) may consent to such successor Collateral Manager by delivery of notice of such consent to the Issuer and the Trustee.

If no notice of objection of the Subordinated Noteholders (acting by Ordinary Resolution) is received by the Issuer and the Trustee within the relevant time period (in the case of a proposal by the Controlling Class) or the consent of the Controlling Class (acting by Ordinary Resolution) is received by the Issuer and the Trustee (in the case of a proposal by the Subordinated Noteholders), such proposed successor Collateral Manager will be appointed Collateral Manager by the Issuer subject to receipt of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes being notified of such appointment. If a notice of objection from the Subordinated Noteholders (acting by Ordinary Resolution) is received within 30 calendar days (in the case of a proposal by the Controlling Class) or the Controlling Class does not consent (acting by Ordinary Resolution) to a proposed successor (in the case of a proposal by the Subordinated Noteholders), then either group of Noteholders may again propose a successor Collateral Manager in accordance with the foregoing.

Notwithstanding the above, if no successor Collateral Manager has been appointed within 180 calendar days following the date of resignation, termination or removal of the Collateral Manager, the Issuer will appoint a successor Collateral Manager proposed by the Controlling Class (acting by Ordinary Resolution) so long as such successor Collateral Manager is not a Person that was previously objected to by the Subordinated Noteholders (acting by Ordinary Resolution) and subject to receipt of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes being notified of such appointment.

If a successor collateral manager has still not been appointed on or before within 180 calendar day following the date of resignation, termination or removal of the Collateral Manager or if the Collateral Manager is required to resign or is removed as a result of illegality, the appointment of a successor collateral manager shall be determined by an arbitrator appointed by the Trustee (as directed by the Controlling Class acting by Ordinary Resolution) and approved by the Collateral Manager, which approval shall not be unreasonably withheld or delayed and the determination of any such arbitrator shall be final (subject to receipt of Rating Agency Confirmation from each Rating Agency then rating the Rated Notes being notified of such appointment).

Such successor collateral manager will be required to satisfy the criteria specified in the Collateral Management Agreement. The Retention Notes may be transferred to a successor collateral manager following its appointment, but the appointment of such successor shall not be conditional upon such a transfer. For the avoidance of doubt, no Notes either held in the form of CM Removal and Replacement Non-Voting Notes or CM Removal and Replacement Exchangeable Non-Voting Notes or held by or on behalf of the Collateral Manager or any Collateral Manager Related Person shall have any voting rights with respect to and shall not be counted for the purposes of determining a quorum and the results of any CM Replacement Resolution where the appointment of a successor Collateral Manager results from the removal of the Collateral Manager for cause.

Upon notice of removal or resignation of the Collateral Manager

In the event that the Collateral Manager has received notice that it will be removed or has given notice of its resignation, until a successor collateral manager has been appointed and has accepted such appointment in accordance with the terms specified in the Collateral Management Agreement, acquisitions of Collateral Debt Obligations shall be only be made in relation to trades initiated prior to such removal or resignation and the only type of Collateral Debt Obligations that the Collateral Manager may sell on behalf of the Issuer are Credit Impaired Obligations, Credit Improved Obligations, Defaulted Obligations and Margin Stock.

DESCRIPTION OF THE COLLATERAL ADMINISTRATOR¹

The information appearing in this section has been prepared by the Collateral Administrator and has not been independently verified by the Issuer or any other party. The Issuer confirms that this information has been accurately reproduced and as far as the Issuer is aware and is able to ascertain from information from the Collateral Administrator, no facts have been omitted which would render the reproduced information inaccurate or misleading. No party other than the Collateral Administrator assumes any responsibility for the accuracy or completeness of such information.

U.S. Bank National Association

U.S. Bank National Association, a United States national banking association organised under U.S. law, is the 5th largest commercial bank in the United States. The company operates 3,172 banking offices in 25 states in the United States and provides a comprehensive line of banking, brokerage, insurance, investment, mortgage, trust, and payment services products to consumers, businesses, and institutions. In addition, U.S. Bank Global Corporate Trust Services, a business line of U.S. Bank National Association, is one of the premier providers of corporate trust services in the United States and Europe, serving private and public companies, government and tax-exempt entities, and financial services companies. U.S. Bank Global Corporate Trust Services operates a network of 49 offices in the United States, London, and Dublin.

Termination and Resignation

The appointment of the Collateral Administrator under the Collateral Management Agreement may be terminated without cause at any time, upon not less than 45 days' prior written notice by (a) the Issuer or (b) the Trustee if so directed by each of (i) the holders of the Controlling Class of Notes acting by Ordinary Resolution, and (ii) the holders of the Subordinated Notes acting by Ordinary Resolution, to the Collateral Administrator copied to the Issuer or Trustee (as applicable) and the Collateral Manager and upon written notice to the Noteholders in accordance with Condition 16 (*Notices*) (provided that the Trustee shall not be obliged to take any action unless indemnified and/or secured and/or prefunded to its satisfaction).

The appointment of the Collateral Administrator under the Collateral Management Agreement may be terminated, for cause at any time with immediate effect by (a) the Issuer or (b) the Trustee if so directed by each of (i) the holders of the Controlling Class of Notes acting by Ordinary Resolution, and (ii) the holders of the Subordinated Notes acting by Ordinary Resolution upon prior written notice to the Collateral Administrator copied to the Issuer or the Trustee (as applicable) and the Collateral Manager and upon written notice to the Noteholders in accordance with Condition 16 (*Notices*) (provided that the Trustee shall not be obliged to take any action unless indemnified and/or secured and/or prefunded to its satisfaction).

The Collateral Administrator may resign its appointment under the Collateral Management Agreement without cause by giving not less than 45 days' prior written notice, and with cause at any time with immediate effect by the Collateral Administrator giving written notice to the Issuer, the Trustee and the Collateral Manager.

No termination of the appointment or resignation of the Collateral Administrator shall be effective until the date as of which a successor collateral administrator reasonably acceptable to the Issuer, the Trustee and the Collateral Manager.

¹ A&O Note: U.S. Bank to update as necessary.

HEDGING ARRANGEMENTS

The following section consists of a summary of certain provisions which, pursuant to the Collateral Management Agreement, are required to be contained in each Hedge Agreement and/or Hedge Transaction. Such summary does not purport to be complete and is qualified by reference to the detailed provisions of each Hedge Agreement and Hedge Transaction. The terms of a Hedge Agreement or Hedge Transaction may differ from the description provided herein, subject to receipt of Rating Agency Confirmation in respect thereof or without Rating Agency Confirmation if such Hedge Transaction constitutes a Form Approved Hedge.

Hedge 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 a Currency Hedge Transaction with a Currency Hedge Counterparty no later than (i) if such Non-Euro Obligation is denominated in a Qualified Unhedged Currency and acquired in the Primary Market, within 180 calendar 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.

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

Each Hedge Transaction will be for the purposes of:

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

in each case subject to receipt of Rating Agency Confirmation in respect thereof (save in the case of a Form Approved Hedge) and provided that the Hedge Counterparty satisfies the applicable Rating Requirement upon the date of entry into such Hedge Transaction (taking into account any relevant guarantor thereof) and any applicable regulatory capacity to enter into derivatives transactions with Irish residents. If, following the receipt of Rating Agency Confirmation in respect of a Hedge Transaction or approval from the Rating Agencies of a Form Approved Hedge, but prior to entry by the Issuer (or the Collateral Manager on its behalf) into such Hedge Transaction or a Hedge Transaction constituting a Form Approved Hedge, as applicable, the relevant Moody's or Fitch counterparty criteria change and Moody's and/or Fitch notify the Issuer or the Collateral Manager that a previously given Rating Agency Confirmation or approval has been withdrawn, the Collateral Manager (on behalf of the Issuer) will be required to seek a further Rating Agency Confirmation or approval, as applicable, in respect of any subsequent Hedge Transactions documented thereby.

For the avoidance of doubt, the ability of the Issuer or the Collateral Manager on its behalf to enter into any Currency Hedge Transactions, and therefore the ability of the Issuer or the Collateral Manager on its behalf to acquire Non-Euro Obligations, is subject to the satisfaction of the Hedging Condition. Provided that, in accordance with the Portfolio Profile Tests, the Issuer may hold a maximum of 2.5 per cent. of the Aggregate Collateral Balance as Unhedged Collateral Debt Obligations.

In accordance with the Portfolio Profile Tests, the Issuer may hold a maximum of 5.0 per cent. of the Aggregate Collateral Balance as Fixed Rate Collateral Debt Obligations or, in relation to a Fitch Test Matrix selected by the Collateral Manager where such Fitch Test Matrix applies a maximum percentage of the Aggregate Collateral Balance that can comprise Fixed Rate Collateral Debt Obligations, such lower percentage calculated in accordance with the provisions set out in the section of this Offering Circular entitled "*The Portfolio — Portfolio Profile Tests and Collateral Quality Tests — Fitch Test Matrices*".

Replacement Hedge Transactions

Currency Hedge Transactions: In the event that any Currency Hedge Transaction terminates in whole at any time in circumstances in which the applicable Currency Hedge Counterparty is the Defaulting Hedge Counterparty, the Issuer (or the Collateral Manager on its behalf) shall use commercially reasonable endeavours to enter into a replacement Currency Hedge Transaction within 30 calendar days of the termination thereof with another counterparty in compliance with the applicable Rating Requirement and which has the Irish regulatory capacity to enter into derivatives transactions with the Irish residents.

Interest Rate Hedge Transactions: In the event that any Interest Rate Hedge Transaction terminates in whole at any time in circumstances in which the applicable Interest Rate Hedge Counterparty is the Defaulting Hedge Counterparty, the Issuer (or the Collateral Manager on its behalf) shall use commercially reasonable endeavours to enter into a replacement Interest Rate Hedge Transaction within 30 calendar days of the termination thereof with another counterparty in compliance with the applicable Rating Requirement and which has the Irish regulatory capacity to enter into derivatives transactions with Irish residents.

Standard Terms of Currency Hedge Transactions

Any Currency Hedge Transaction shall contain the following terms (provided that the Issuer may enter into Currency Hedge Transactions on different terms than those set forth below, subject to receipt of Rating Agency Confirmation in respect thereof or without Rating Agency Confirmation if such Currency Hedge Transactions constitute Form Approved Hedges):

- (a) on the effective date of entry into such transaction, the Issuer pays to the Currency Hedge Counterparty an initial exchange amount in Euros equal to the purchase price of such Non-Euro Obligation, converted into Euros at the Currency Hedge Transaction Exchange Rate in exchange for payment by the Currency Hedge Counterparty of an initial exchange amount in the relevant currency equal to the purchase price of such Non-Euro Obligation;
- (b) on the scheduled date of termination of such transaction, which shall be the date falling two Business Days after the date on which the Non-Euro Obligation is scheduled to mature or such later date as otherwise specified in the relevant confirmation, the Issuer pays to the Currency Hedge Counterparty a final exchange amount equal to the amount payable upon maturity of the Non-Euro Obligation in the relevant currency (the "**Proceeds on Maturity**") in exchange for payment by the Currency Hedge Counterparty of a final exchange amount denominated in Euros, such final exchange amount to be an amount equal to the Proceeds on Maturity converted into Euros at the Currency Hedge Transaction Exchange Rate;
- (c) two Business Days following the date of each scheduled payment of interest on the related Non-Euro Obligation or such later date as otherwise specified in the relevant confirmation, the Issuer pays to the Currency Hedge Counterparty an amount in the relevant non-Euro currency based on the then outstanding principal amount of the relevant Non-Euro Obligation (the "**Non-Euro Notional Amount**") and the Currency Hedge Counterparty will pay to the Issuer a EURIBOR-linked amount based on the then outstanding principal amount of the related Non-Euro Obligation converted into Euros at the Currency Hedge Transaction Exchange Rate (the "**Euro Notional Amount**"); and

- (d) upon the sale of any Non-Euro Obligation, the Currency Hedge Transaction relating thereto shall be terminated on or around the date of such sale in accordance with its terms, resulting in either (i) the Currency Hedge Counterparty receiving the proceeds of the sale of the Non-Euro Obligation from the Issuer (which shall be funded outside the Priorities of Payment from the Relevant Currency Account) and such Currency Hedge Counterparty returning the Sale Proceeds (in accordance with paragraph (b) of the definition thereof) to the Issuer (which shall be credited to the Principal Account); or (ii) the Issuer retaining the proceeds of sale of the Non-Euro Obligation and either receiving a payment from the Currency Hedge Counterparty or making a payment to the Currency Hedge Counterparty out of such sale proceeds in connection with the termination of the Currency Hedge Transaction as required under the applicable Hedge Agreement (any amount so received by the Issuer to be converted into Euros at the Applicable Exchange Rate and paid into the Principal Account in accordance with the Conditions).

The Collateral Manager, acting on behalf of the Issuer, shall convert all amounts received by it in respect of any Non-Euro Obligation which is not the subject of a related Currency Hedge Transaction into Euros promptly upon receipt thereof at the Applicable Exchange Rate and shall procure that such amounts are paid into the Principal Account or the Interest Account, as applicable. The Collateral Manager (on behalf of the Issuer) is also authorised to enter into spot exchange transactions, as necessary, to fund the Issuer's payment obligations under any Currency Hedge Transaction.

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

Without prejudice to the rights of the relevant Currency Hedge Counterparty under the Currency Hedge Agreement, the Issuer shall only be obliged to pay Scheduled Periodic Currency Hedge Issuer Payments to a Currency Hedge Counterparty if and to the extent it actually receives the corresponding amount in respect of the relevant Non-Euro Obligation.

Upon the insolvency of the Issuer and/or the acceleration of the Notes in accordance with Condition 10(b) (*Acceleration*), the Currency Hedge Counterparty may, but shall not be obliged to, terminate any or all Currency Hedge Transactions in which case any Currency Hedge Issuer Termination Payment would be paid (following acceleration of the Notes) in accordance with Condition 10(b) (*Acceleration*) and the Post-Acceleration Priority of Payments.

Standard Terms of Hedge Agreements

Each Hedge Agreement entered into by or on behalf of the Issuer shall contain the following standard provisions, save to the extent that any change thereto is agreed by the applicable Hedge Counterparty and subject to receipt of Rating Agency Confirmation in respect thereof or such Hedge Agreement being a Form Approved Hedge.

Gross up

Under each Hedge Agreement the Issuer will not be obliged to gross up any payments thereunder, however the applicable Hedge Counterparty may in certain circumstances be obliged to gross up a payment thereunder in the event of any withholding or deduction for or on account of Tax required to be paid on such payments provided that any withholding or deduction for or on account of FATCA may be excluded from such gross-up obligations. 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 relevant Affected Party (as defined

therein) to use reasonable endeavours to (i) (in the case of the Hedge Counterparty) arrange for a transfer of all of its interests and obligations under the Hedge Agreement and all Transactions (as defined in the Hedge Agreement) thereunder to an Affiliate that is incorporated in another jurisdiction so as to avoid the requirement to withhold or deduct for or on account of Tax; or (ii) (in the case of the Issuer) 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 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 Payment set out in Condition 3(c) (*Priorities of Payment*); provided that any Counterparty Downgrade Collateral standing to the credit of a Counterparty Downgrade Collateral Account 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 non-petition language similar to the language set out in Condition 4(c) (*Limited Recourse*).

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 earlier to occur of certain events, including but not limited to:

- (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 perform its obligations under, the applicable Hedge Agreement;
- (d) in certain circumstances, upon a regulatory change or change in the regulatory status of the Issuer, as further described in the relevant Hedge Agreement;
- (e) any amendment to any provisions of the Transaction Documents without the written consent of the Hedge Counterparty which has a material adverse effect on its rights or obligations thereunder, subject to the terms of the relevant Hedge Agreement;
- (f) failure by a Hedge Counterparty to comply with the requirements of the Rating Agencies in the event that it (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement;
- (g) upon the early redemption in full or acceleration of the Notes; and
- (h) any other event as specified in the relevant Hedge Agreement.

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

A Hedge Agreement may also contain provisions which allow a Hedge Counterparty to terminate a Hedge Transaction upon the occurrence of certain credit events or restructurings related to the underlying Non-Euro

Obligation. These events could potentially be triggered in circumstances where the related Collateral Debt Obligation would not constitute a Defaulted Obligation.

Upon the occurrence of any Event of Default or Termination Event (each as defined in the applicable Hedge Agreement), a Hedge Agreement may be terminated by the Hedge Counterparty or the Issuer (or the Collateral Manager on its behalf) in accordance with the detailed provisions thereof and a lump sum (the "**Termination Payment**") may become payable by the Issuer to the applicable Hedge Counterparty or vice versa. Such Termination Payment will be determined by the applicable Hedge Counterparty and/or Issuer (or the Collateral Manager on its behalf) by reference to market quotations obtained in respect of the entry into of a replacement swap(s) on the same terms as that terminated, any loss suffered by a party or as otherwise described in the applicable Hedge Agreement.

Rating Downgrade Requirements

Each Hedge Agreement shall contain the terms and provisions required by the Rating Agencies for the type of derivative transaction represented by the Hedge Transactions in the event that the Hedge Counterparty (or, as relevant, its guarantor) is subject to a rating withdrawal or downgrade by the Rating Agencies to below the applicable Rating Requirement. Such provisions may include a requirement that a Hedge Counterparty must post collateral or transfer the Hedge Agreement to another entity meeting the applicable Rating Requirement or procure that a guarantor meeting the applicable Rating Requirement guarantees its obligations under the Hedge Agreement or take other actions subject to Rating Agency Confirmation.

Transfer and Modification

The Collateral Manager, acting on behalf of the Issuer, may not modify any Hedge Transaction or Hedge Agreement without Rating Agency Confirmation in relation to such modification, save to the extent that it would constitute a Form Approved Hedge following such modification. A Hedge Counterparty may transfer its rights and obligations under a Hedge Agreement to any institution which (or whose credit support provider (as defined in the applicable Hedge Agreement)) satisfies the applicable Rating Requirement and provided that such institution has the regulatory capacity to enter into derivatives transactions with Irish residents.

Any of the requirements set out herein may be modified in order to meet any new or additional requirements of any Rating Agency then rating any Class of Notes.

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 reporting obligations to one or more Hedge Counterparties or third parties (each, in such capacity, a "**Reporting Delegate**").

DESCRIPTION OF THE REPORTS

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.

Monthly Reports

The Collateral Administrator, not later than the eighth Business Day after the tenth calendar day (or if such day is not a Business Day, the immediately following Business Day) of each month (save in respect of any month in which a Payment Date Report or Effective Date Report is to be or has been prepared) on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, shall compile and make available:

- (a) via the Reporting Website to any person that certifies (in the form set out in the Collateral Management Agreement, which certificate may be given electronically and upon which certificate the Collateral Administrator shall be entitled to rely absolutely and without enquiry or liability) to the Collateral Administrator that it is:
 - (i) the Issuer, the Trustee, the Collateral Manager, the Placement Agent, a Hedge Counterparty, a Rating Agency or a Noteholder; or
 - (ii) a potential investor in the Notes or a competent authority (as determined under the Securitisation Regulation); or
- (b) by such other method of dissemination as is required by the Securitisation Regulation (as instructed by the Issuer or the Collateral Manager on its behalf),

a monthly report (the "**Monthly Report**"), which shall contain, without limitation, the information set out below with respect to the Portfolio (and, where applicable, the Notes), determined by the Collateral Administrator as at the last Business Day of the previous month in consultation with the Collateral Manager. The first such Monthly Report will be made available by the Collateral Administrator not later than two months after the Issue Date.

In addition, the Collateral Administrator shall (in consultation with the Collateral Manager) compile and submit to the website referred to above, no later than the eighth Business Day following the end of the month following the month in which the Issue Date occurs, a report (in excel or CSV format) containing the Principal Balances of each Collateral Debt Obligation in the Portfolio, in respect of the month following the month in which the Issue Date occurs, as determined by the Collateral Administrator on the last day of such month (or, if such day is not a Business Day, the following Business Day).

The Collateral Administrator shall as soon as reasonably practicable make available to Intex Solutions, Inc. ("**Intex**") and Bloomberg L.P. ("**Bloomberg**") or any other party approved by the Issuer (or the Collateral Manager on its behalf) via the Collateral Administrator's website, the Monthly Reports.

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 Collateral Principal Amount 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, LoanX ID, CUSIP number, ISIN or identification thereof, annual interest rate or spread (and EURIBOR floor if any), facility, Collateral Debt Obligation Stated

Maturity, Obligor, the Domicile of the Obligor, Fitch Rating, Moody's Rating, Moody's Default Probability Rating and any other public rating (other than any confidential credit estimate), its Fitch industrial classification and Moody's industrial classification group, Moody's Recovery Rate, Fitch Recovery Rating and Fitch Recovery Rate;

- (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, Unsecured Senior Loan, Second Lien Loan, Mezzanine Obligation or High Yield Bond, Fixed Rate Collateral Debt Obligation, Corporate Rescue Loan, PIK Security, Current Pay Obligation, Semi-Annual Obligation, Step-Up Coupon Security, Step-Down Coupon Security, Annual Obligation, Revolving Obligation, Delayed Drawdown Collateral Debt Obligation, Bridge Loan, Cov-Lite Loan, Deferring Security Discount Obligation or Swapped Non-Discount Obligation;
- (f) subject to any confidentiality obligations binding on the Issuer, in respect of each Collateral Enhancement Obligation and Exchanged Security (to the extent applicable), its Principal Balance, face amount, annual interest rate, Collateral 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 Obligations or Exchanged Securities that were released for sale or other disposition (specifying the reason for such sale or other disposition), 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 Collateral Principal Amount and measured at the date of determination of the last Monthly Report) and the sale price thereof and identity of any of the purchasers thereof;
- (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 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 Obligation sold by the Issuer since the date of determination of the last Monthly Report and where the purchaser or seller thereof is the Collateral Manager or any of its Affiliates (if any), the identity of the purchaser or seller thereof and the Principal Balance of such Collateral Debt Obligation, Eligible Investment or Collateral Enhancement Obligation;
- (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 CCC Obligation, Caa 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 Obligations;

- (m) the Aggregate Principal Balance of Collateral Debt Obligations comprising Participations in respect of which the Selling Institutions are not the lenders of record;
- (n) the FIGI and LEI code of each Collateral Debt Obligation;
- (o) at the discretion of the Collateral Manager, a commentary provided by the Collateral Manager with respect to the Portfolio;
- (p) the identity of the Account Bank and any Hedge Counterparties;
- (q) in respect of each Eligible Investment, the identity of the investment vehicle in relation thereto and confirmation that such vehicle does not own structured finance obligations; and
- (r) following the expiry of the Reinvestment Period, the identity and maturity of each Collateral Debt Obligation that has been repaid or prepaid in whole or in part, the identity and maturity of any Substitute Collateral Debt Obligation to be purchased and the source of the proceeds to be used to fund such purchases;

Accounts

- (a) the Balances standing to the credit of each of the Accounts;
- (b) the purchase price, principal amount, redemption price, annual interest rate, maturity date and Obligor under each Eligible Investment purchased from funds in the Accounts; and
- (c) amounts paid to the Collateral Enhancement Account since the date of determination of the last Monthly Report.

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; and
- (c) the then current Moody's rating and, if applicable, Fitch rating in respect of each Hedge Counterparty and whether such Hedge Counterparty satisfies the Rating Requirements.

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 F 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 and the Class D Interest Coverage Test is satisfied and details of the relevant Interest Coverage Ratios;
- (c) during the Reinvestment Period, a statement as to whether the Reinvestment Overcollateralisation Test is satisfied;
- (d) the Weighted Average Life and a statement as to whether the Weighted Average Life Test is satisfied;
- (e) the Weighted Average Spread (calculated on the basis of the Aggregate Funded Spread determined (1) with the EURIBOR Floor Adjustment and (2) without the EURIBOR Floor Adjustment), the Weighted

Average Fixed Coupon, the Weighted Average Coupon Adjustment Percentage, the Weighted Average Spread plus the Weighted Average Coupon Adjustment Percentage (if applicable) and a statement as to whether the Minimum Weighted Average Spread Test is satisfied;

- (f) so long as any Notes rated by Fitch are Outstanding, the Fitch Weighted Average Rating Factor and a statement as to whether the Fitch Maximum Weighted Average Rating Factor Test is satisfied;
- (g) so long as any Notes rated by Fitch are Outstanding, the Fitch Weighted Average Recovery Rate and a statement as to whether the Fitch Minimum Weighted Average Recovery Rate Test is satisfied;
- (h) the Adjusted Weighted Average Moody's Rating Factor, Moody's Weighted Average Recovery Adjustment and a statement as to whether the Moody's Maximum Weighted Average Rating Factor Test is satisfied;
- (i) the Weighted Average Moody's Recovery Rate, Moody's Weighted Average Rating Factor Adjustment and a statement as to whether the Moody's Minimum Weighted Average Recovery Rate Test is satisfied;
- (j) the Diversity Score and a statement as to whether the Moody's Minimum Diversity Test is satisfied;
- (k) 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; and
- (l) so long as any Notes rated by Fitch are Outstanding, the Maximum Obligor Concentration and a statement as to whether the Maximum Obligor Concentration Test is satisfied.

Portfolio Profile Tests

- (a) in respect of each Portfolio Profile Test, a statement as to whether such test is satisfied, together with details of the result of the calculations required to be made in order to make such determination which details shall include the applicable numbers, levels and/or percentages resulting from such calculations;
- (b) the identity and Moody's Rating and Fitch 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;
- (c) a statement as to whether the limits specified in the Bivariate Risk Table are met by reference to the Moody's ratings and Fitch ratings of Selling Institutions and, if such limits are not met, a statement as to the nature of the non-compliance; and
- (d) if different from 5.0 per cent., a statement as to the maximum permitted percentage amount of the Aggregate Collateral Balance consisting of obligations which are Fixed Rate Collateral Debt Obligations, calculated in accordance with the provisions set out in the section of this Offering Circular entitled "*The Portfolio — Portfolio Profile Tests and Collateral Quality Tests — Fitch Test Matrices*", where in relation to a Fitch Test Matrix selected by the Collateral Manager, such Fitch Test Matrix applies a maximum percentage of the Aggregate Collateral Balance that can comprise Fixed Rate Collateral Debt Obligations.

Frequency Switch Event

A statement indicating whether a Frequency Switch Event has occurred during the relevant Due Period (and in the case of a Frequency Switch Event occurring under paragraph (b) of the definition thereof, to the extent

notice of the occurrence of such Frequency Switch Event has been received by the Collateral Administrator from the Collateral Manager in accordance with the Conditions).

Risk Retention

Confirmation that the Collateral Administrator has received written confirmation from the Retention Holder that:

- (a) it continues to comply with its undertaking to subscribe for and retain on an ongoing basis and for its own account not less than 5 per cent. of the nominal value of each of the tranches sold or transferred to investors within the meaning of Article 6(1) of the Securitisation Regulation (the "**Retention Notes**"); and
- (b) it has not sold, hedged or otherwise mitigated its credit risk under or associated with the Retention Notes or the underlying portfolio of Collateral Debt Obligations, except to the extent permitted in accordance with the EU Retention Requirements.

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**"), prepared and determined as of each Determination Date, and shall make each such Payment Date Report available not later than the Business Day preceding the related Payment Date (and prior to the adoption of the final disclosure templates following the occurrence of a Frequency Switch Event, not less than three months after the most recent publication thereof, prepared and determined as of the date falling eight Business Days prior to such date):

- (a) via the Reporting Website to any person that certifies to the Collateral Administrator that it is:
 - (i) the Issuer, the Trustee, the Collateral Manager, the Placement Agent, a Hedge Counterparty, a Rating Agency or a Noteholder; or
 - (ii) a potential investor in the Notes or any competent authority (as determined under the Securitisation Regulation); or
- (b) by such other method of dissemination as is required by the Securitisation Regulation (as instructed by the Issuer or the Collateral Manager on its behalf),

provided that in respect of any such Payment Date Report prepared for a date other than a Payment Date, such Report shall not contain any information that would otherwise only be available or obtainable in respect of a Payment Date.

Upon receipt of each Payment Date Report, the Collateral Administrator, in the name and at the expense of the Issuer, shall notify Euronext Dublin 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 Obligations indicating the Principal Balance and Obligor of each; and
- (c) the information required pursuant to "*Monthly Reports—Portfolio*" above.

Notes

- (a) the Principal Amount Outstanding of the Notes of each Class and such aggregate amount as a percentage of the original aggregate Principal Amount Outstanding of the Notes of such Class at the beginning of the Accrual Period, the amount of principal payments to be made on the Notes of each Class on the related Payment Date, and the aggregate amount of the Notes of each Class Outstanding and such aggregate amount as a percentage of the original aggregate amount of the Notes of such Class Outstanding after giving effect to the principal payments, if any, on the next Payment Date;
- (b) the interest payable in respect of each Class of Notes (as applicable), including the amount of any Deferred Interest payable on the related Payment Date (in the aggregate and by Class);
- (c) the Interest Amount payable in respect of the Rated Notes on the next Payment Date; and
- (d) EURIBOR for the related Due Period and the Rate of Interest applicable to each Class of Rated Notes during the related Due Period.

Payment Date Payments

- (a) the amounts payable pursuant to the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments, the Collateral Enhancement Obligations Proceeds Priority of Payments and the Post-Acceleration Priority of Payments;
- (b) the Trustee Fees and Expenses, the amount of any Collateral Management Fees, the amount of any Class M-2 Subordinated Noteholder Amount and the amount of any Administrative Expenses payable on the related Payment Date, in each case, on an itemised basis; and
- (c) any Defaulted Currency Hedge Termination Payments and any Defaulted Interest Rate Hedge Termination Payments.

Accounts

- (a) the Balance standing to the credit of the Interest Account at the end of the related Due Period;
- (b) the Balance standing to the credit of the Principal Account at the end of the related Due Period;
- (c) the Balance standing to the credit of the Interest Account immediately after all payments and deposits to be made on the next Payment Date;
- (d) the Balance standing to the credit of the Principal Account immediately after all payments and deposits to be made on the next Payment Date;
- (e) the amounts payable from the Interest Account through a transfer to the Payment Account pursuant to the Priorities of Payment on such Payment Date;
- (f) the amounts payable from the Principal Account through a transfer to the Payment Account pursuant to the Priorities of Payment on such Payment Date;

- (g) the amounts payable from any other Accounts (through a transfer to the Payment Account) pursuant to the Priorities of Payment on such Payment Date, together with details of whether such amounts constitute Interest Proceeds or Principal Proceeds;
- (h) the Balance standing to the credit of each of the other Accounts at the end of the related Due Period;
- (i) the purchase price, principal amount, redemption price, annual interest rate, maturity date of and Obligor of each Eligible Investment purchased from funds in the Accounts;
- (j) the Principal Proceeds received during the related Due Period;
- (k) the Interest Proceeds received during the related Due Period; and
- (l) the Collateral Enhancement Obligation Proceeds received during the related Due Period.

Coverage Tests, Collateral Quality Tests and Portfolio Profile Tests

- (a) the information required pursuant to "*Monthly Reports—Coverage Tests and Collateral Quality Tests*" above; and
- (b) the information required pursuant to "*Monthly Reports—Portfolio Profile Tests*" above.

Hedge Transactions

- (a) the information required pursuant to "*Monthly Reports—Hedge Transactions*" above; and
- (b) only until the Securitisation Regulation Reporting Effective Date, details of any collateral posted by a Hedge Counterparty to a Counterparty Downgrade Collateral Account since the date of determination of the last Monthly Report.

Frequency Switch Event

The information required pursuant to "*Monthly Reports—Frequency Switch Event*" above.

Risk Retention

The information required pursuant to "*Monthly Reports—Risk Retention*" above.

Summary of Transaction Parties

To be provided in Payment Date Reports provided prior to the Securitisation Regulation Reporting Effective Date only:

- (a) details of all the entity names of all current transaction parties, their roles and, where subject to a Rating Requirement, their credit ratings as notified to the Collateral Administrator by the Collateral Manager;
- (b) a statement that each of the defined terms set out in Condition 1 (*Definitions*) of the Conditions, which are set out in full in the Offering Circular and the Trust Deed, are incorporated by reference into the Reports together with the definitions of any technical terms which are used in the Payment Date Reports and not so defined in the Offering Circular or Trust Deed (as provided to the Collateral Administrator by the Issuer or the Collateral Manager on its behalf);
- (c) details of the Issuer and Collateral Manager's LEI and Note ISINs as notified to the Collateral Administrator by the Collateral Manager;

- (d) the contact details of the Issuer and the Collateral Manager (as provided to the Collateral Administrator by the Issuer or the Collateral Manager on its behalf); and
- (e) details of any ratings downgrades and/or replacements of transaction parties as notified to the Collateral Administrator by the Collateral Manager.

Portfolio Report and Investor Report

Pursuant to the Collateral Management Agreement and following the Securitisation Regulation Reporting Effective Date, the Issuer (with the consent of the Collateral Manager) shall propose in writing to the Collateral Administrator the form, content, timing and manner of publication of the (i) Portfolio Reports containing information required under Article 7(1)(a) of the Securitisation Regulation and (ii) Investor Reports containing information required under Article 7(1)(e) of the Securitisation Regulation. The Collateral Administrator shall consult with the Issuer and the Collateral Manager and, if it agrees to assist the Issuer with providing such reporting on such proposed terms, shall confirm in writing to the Issuer and the Collateral Manager. If the Collateral Administrator does not agree to provide such reporting, the Issuer (with the consent of the Collateral Manager) shall appoint another entity to make such information available to the competent authorities, any Noteholder and any potential investor in the Notes. Each Portfolio Report and Investor Report shall be made available to Noteholders in the same manner as Monthly Reports and Payment Date Reports following the Securitisation Regulation Reporting Effective Date are otherwise made available at such time unless otherwise notified by the Issuer to the Noteholders in accordance with Condition 16 (*Notices*).

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.

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 and in respect of the preparation of its financial statements and tax returns.

TAX CONSIDERATIONS

1. 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. 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.

2. Irish Taxation

The following is a summary of certain Irish tax consequences of the purchase, ownership and disposition of the Notes. The summary does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Notes. The summary relates only to the position of persons who are the absolute beneficial owners of the Notes and may not apply to certain other classes of persons such as dealers in securities.

The summary is based upon Irish tax laws and the practice of the Irish Revenue Commissioners as in effect on the date of this Offering Circular, which are subject to prospective or retroactive change. 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 own advisors as to the Irish or other tax consequences of the purchase, beneficial ownership and disposition of the Notes including, in particular, the effect of any state or local tax laws.

2.1 Income Tax

In general, persons who are resident in Ireland are liable to Irish taxation on their world-wide income whereas persons who are not resident in Ireland are only liable to Irish taxation on their Irish source income. All persons are under a statutory obligation to account for Irish taxation on a self-assessment basis and there is no requirement for the Irish Revenue Commissioners to issue or raise an assessment.

A Note issued by the Issuer may be regarded as property situate in Ireland (and hence Irish source income) on the grounds that a debt is deemed to be situate where the debtor resides. However, the interest earned on such Notes is exempt from income tax if paid to a person who is not a resident of Ireland and who for the purposes of Section 198 of the Taxes Consolidation Act 1997 (as amended) ("**TCA 1997**") is regarded as being a resident of a relevant territory. A relevant territory for this purpose is a member state of the European Communities (other than Ireland) or not being such a member state a territory with which Ireland has entered into a double tax treaty that has the force of law or, on completion of the necessary procedures, will have the force of law and such double tax treaty contains an article dealing with interest or income from debt claims. A list of the countries with which Ireland has entered into a double tax treaty is available on www.revenue.ie.

Relief from Irish income tax may also be available under other exemptions contained in Irish tax legislation or under the specific provisions of a double tax treaty between Ireland and the country of residence of the holder of the Notes.

If the above exemptions do not apply it is understood that there is a long standing unpublished practice whereby no action will be taken to pursue any liability to such Irish tax in respect of persons who are regarded as not being resident in Ireland except where such persons:

- (a) are chargeable in the name of a person (including a trustee) or in the name of an agent or branch in Ireland having the management or control of the interest; or
- (b) seek to claim relief and / or repayment of tax deducted at source in respect of taxed income from Irish sources; or
- (c) are chargeable to Irish corporation tax on the income of an Irish branch or agency or to income tax on the profits of a trade carried on in Ireland to which the interest is attributable.

There can be no assurance that this practice will continue to apply.

2.2 Withholding taxes

In general, withholding tax (currently at the rate of 20 per cent.) must be deducted from interest payments made by an Irish company such as the Issuer. However, Section 246 TCA 1997 ("**Section 246**") provides that this general obligation to withhold tax does not apply in respect of, *inter alia*, interest payments made by the Issuer to a person, who by virtue of the law of the relevant territory, is resident for the purposes of tax in a relevant territory (see above for details). This exemption does not apply if the interest is paid to a company in connection with a trade or business which is carried on in Ireland by the company through a branch or agency.

Apart from Section 246, Section 64 TCA 1997 ("**Section 64**") provides for the payment of interest on a "Quoted Eurobond" without deduction of tax in certain circumstances. A Quoted Eurobond is defined in Section 64 as a security which:

- (a) is issued by a company;
- (b) is quoted on a recognised stock exchange (this term is not defined but is understood to mean an exchange which is recognised in the country in which it is established such as Euronext Dublin); and
- (c) carries a right to interest.

There is no obligation to withhold tax on Quoted Eurobonds where:

- (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
- (c) the Quoted Eurobond is held in a recognised clearing system (Euroclear, Clearstream Banking SA, Clearstream Banking AG and the Depository Trust Company of New York have, amongst others, been designated as recognised clearing systems); or
- (d) 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 an appropriate written declaration to this effect.

In certain circumstances, Irish encashment tax may be required to be withheld at the standard rate (currently at the rate of 20 per cent.) from interest on any Note, where such interest is collected by a person in Ireland on behalf of any holder of Notes.

2.3 Capital gains tax

A Noteholder will not be subject to Irish taxes on capital gains provided that such Noteholder is neither resident nor ordinarily resident in Ireland and such Noteholder does not have an enterprise, or an interest in an enterprise, which carries on business in Ireland through a branch or agency or a permanent representative to which or to whom the Notes are attributable.

2.4 Capital acquisitions tax

If the Notes are comprised in a gift or inheritance taken from an Irish domiciled, resident or ordinarily resident disposer or if the donee / successor is resident or ordinarily resident in Ireland, or if any of the Notes are regarded as property situate in Ireland, the donee / successor may be liable to Irish capital acquisitions tax. As a result, a donee / successor may be liable to Irish capital acquisitions tax, even though neither the disposer nor the donee / successor may be domiciled, resident or ordinarily resident in Ireland at the relevant time.

2.5 Stamp duty

For as long as the Issuer is a qualifying company within the meaning of Section 110 TCA 1997, no Irish stamp duty will be payable on either the issue or transfer of the Notes, provided that the money raised by the issue of the Notes is used in the course of the Issuer's business.

2.6 Automatic Exchange of information

Irish reporting financial institutions, which may include the Issuer have reporting obligations in respect of a Noteholder under FATCA as implemented pursuant to the Ireland-U.S. intergovernmental agreement and/or the OECD's Common Reporting Standard (see below).

2.7 FATCA

On 21 December 2012 Ireland signed an Intergovernmental Agreement the ("**IGA**") with the United States to Improve International Tax Compliance and to Implement FATCA. Under this agreement Ireland agreed to implement legislation to collect certain information in connection with FATCA and the Irish and U.S. tax authorities have agreed to automatically exchange this information. The IGA provides for the annual automatic exchange of information in relation to accounts and investments held by certain U.S. persons in a broad category of Irish financial institutions and vice versa. The IGA is of a type commonly known as a "model 1" agreement. In July 2014, Ireland enacted Financial Accounts Reporting (United States of America) Regulations 2014 (the "**Irish FATCA Regulations**") which came into operation on 1 July 2014.

Under the IGA and the Irish FATCA Regulations implementing the information disclosure obligations Irish reporting financial institutions are required to report certain information with respect to U.S. account holders to the Irish Revenue Commissioners. The Irish Revenue Commissioners will automatically provide that information annually to the IRS. The Issuer expects to be treated as a "reporting financial institution" for FATCA purposes and intends to carry on its business in such a way as to ensure that it is treated as complying with FATCA pursuant to the terms of the IGA and the Irish FATCA Regulations. Unless an exemption applies, the Issuer shall be required to register with the US Internal Revenue Service as a "reporting financial institution" for FATCA purposes. In order for the Issuer to comply with its FATCA obligations it will be required to report certain information to the Irish Revenue Commissioners relating to Noteholders who, for FATCA purposes, are specified US persons, non-participating financial institutions or passive non-financial foreign entities that are controlled by specified US persons. Any information reported by the Issuer to the Irish Revenue Commissioners will be communicated to the US Internal Revenue Service pursuant to the IGA. It is possible that the Irish Revenue Commissioners may also communicate this information to other tax

authorities pursuant to the terms of any applicable double tax treaty, intergovernmental agreement or exchange of information regime.

The Issuer or its agents shall be entitled to require Noteholders to provide any information regarding their FATCA status, identity or residency required by the Issuer to satisfy its FATCA obligations. Noteholders will be deemed, by their subscription for or holding of Notes to have authorised the automatic disclosure of such information by the Issuer or any other authorised person to the relevant tax authorities.

The Issuer should not generally be subject to FATCA withholding tax in respect of its US source income for so long as it complies with its FATCA obligations. However, FATCA withholding tax may arise on US source payments to the Issuer if the Issuer does not comply with its FATCA registration and reporting obligations and the US Internal Revenue Service specifically identified the Issuer as being a 'non-participating financial institution' for FATCA purposes. In addition, the Issuer may be unable to comply with its FATCA obligations if Noteholders do not provide the required certifications or information. If Noteholders do not provide the required certifications or information, the Issuer may withhold amounts otherwise distributable to the Noteholders or compel Noteholders to sell their Notes, in accordance with Condition 2(i) (Forced Sale pursuant to FATCA and the CRS).

If an amount in respect of FATCA withholding were to be deducted or withheld either from amounts due to the Issuer or from interest, principal or other payments made in respect of the Notes, neither the Issuer nor any paying agent nor any other person would, pursuant to the conditions of the Notes, be required to pay additional amounts as a result of the deduction or withholding. As a result, investors may receive less interest or principal than expected. It should be noted that the Irish Regulations require the collection of information and filing of returns with the Irish Revenue Commissioners regardless as to whether the Issuer holds any U.S. assets or has any U.S. investors. However to the extent that the Notes are listed on a recognised stock exchange and regularly traded (i.e. listed with the intention that the interests may be traded) and/or are held in a recognised clearing system the Issuer should have no reportable accounts in a tax year. In that event the Issuer, if an Irish reporting financial institution, will make a nil return for that year to the Irish Revenue Commissioners. Where the Notes do not satisfy the 'regularly traded' requirement and are not, or are no longer held, in a clearing system then the Issuer will need to report annually on its US reportable accounts to the extent it has any. In this regard it will need to have a way of having the requisite information collected on its behalf.

Noteholders should obtain independent tax advice in relation to the potential impact of FATCA before investing.

2.8 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 Member States to exchange financial account information in respect of residents in other 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 and the CRS and (DAC II) have been implemented into Irish law by Sections 891F and 891G of the TCA 1997 and regulations made thereunder with effect from 1 January 2016.

Irish FIs (such as the Issuer) will be obliged to make a single return in respect of CRS and DAC II. 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.

The Issuer will require Noteholders to certify information relating to their status for the purposes of CRS, including their jurisdiction of tax residence, and to provide other forms, documentation and information in relation to their status for the purposes of these tax reporting regimes. The Issuer may be unable to comply with its obligations under CRS if Noteholders do not provide the required certifications and information. Failure to comply with CRS could have a negative impact on the Issuer and the Noteholders. If Noteholders do not provide the required certifications and information, the Issuer may compel Noteholders to sell their Notes, in accordance with Condition 2(i) (Forced Sale pursuant to FATCA and the CRS).

3. Certain U.S. Federal Income Tax Considerations

3.1 Introduction

This is a discussion of certain U.S. federal income tax consequences of the acquisition, ownership, disposition, and retirement of the Notes. This discussion does not address all aspects of U.S. federal income taxation that may be relevant to a particular holder based on such holder's particular circumstances, nor does it address any aspect of state, local, or non-U.S. tax laws, alternative minimum tax considerations, the Medicare tax on net investment income, special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account on an applicable financial statement, or the possible application of U.S. federal gift or estate taxes. In particular, except as expressly set out below, this discussion does not address aspects of U.S. federal income taxation that may be applicable to holders that are subject to special treatment, including holders that:

- (a) are financial institutions, insurance companies, dealers or traders in securities that use a mark-to-market method of tax accounting or tax-exempt organisations, real estate investment trusts, regulated investment companies, grantor trusts;
- (b) are certain former citizens or long-term residents of the United States;
- (c) are partnerships or other pass-through entities for U.S. federal income tax purposes; or
- (d) hold Notes as part of a "straddle" or "integrated transaction".

This discussion considers only holders that hold Notes as capital assets and U.S. Holders whose functional currency is the U.S. dollar. This discussion is generally limited to the tax consequences to initial holders that purchase Notes upon their initial issuance at their initial issue price (and does not address the potential tax consequences to holders of making a contribution to the Issuer in accordance with Condition 2(n) (*Contributions*)).

For purposes of this discussion, "**U.S. Holder**" means a beneficial owner of a Note that is, for U.S. federal income tax purposes:

- (a) a citizen or individual resident of the United States;
- (b) a corporation created or organised under the laws of the United States or any political subdivision thereof or therein; or
- (c) an estate or trust, the income of which is includable in gross income for U.S. federal income tax purposes regardless of the source.

The term "**Non-U.S. Holder**" means, for purposes of this discussion, a beneficial owner of the Notes, other than a partnership, that is not a U.S. Holder.

If a partnership (or any other entity treated as a partnership for U.S. federal income tax purposes) holds the Notes, the tax treatment of the partnership and a partner in such partnership generally will depend on the status of the partner and the activities of the partnership. Such a partner or partnership should consult its own tax advisor as to the consequences of the acquisition, ownership, disposition and retirement of the Notes.

This discussion is based upon the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), final, temporary and proposed Treasury regulations, and administrative pronouncements and court decisions, each as available and in effect as of the date hereof. All of the foregoing are subject to change, possibly on a retroactive basis, and any such change could affect the continuing validity of this discussion. Furthermore, there are no cases or rulings by the United States Internal Revenue Service ("**IRS**") addressing entities similar to the Issuer or securities similar to the Notes. As a result, the IRS might disagree with all or part of the discussion below. No rulings will be requested of the IRS regarding the issues discussed below or the U.S. federal income tax characterisation of the Notes.

Prospective holders should consult their tax advisor concerning the application of U.S. federal income tax laws, as well as the laws of any state, local or foreign taxing jurisdiction, to their particular situation.

3.2 U.S. Federal 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, the Issuer will receive an opinion of Cadwalader, Wickersham & Taft LLP to the effect that, if

the Issuer and the Collateral Manager comply with Transaction Documents, including the tax guidelines appended to the Collateral Management Agreement (the "**U.S. Tax Guidelines**"), and certain other assumptions specified in the opinion are satisfied, although no authority exists that deals with situations substantially similar to those of the Issuer, the contemplated activities of the Issuer 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 under current law. This opinion will be based on certain assumptions and certain representations and agreements regarding restrictions on the future activities of the Issuer and the Collateral Manager. The Issuer intends to conduct its business in accordance with the assumptions, representations and agreements upon which such opinion is based. In complying with such assumptions, representations and agreements, the Issuer and the Collateral Manager are entitled to rely in the future upon the advice and/or opinions of their selected counsel, and the opinion of Cadwalader, Wickersham & Taft LLP will assume that any such advice and/or opinions are correct and complete. Investors should be aware that the opinion of Cadwalader, Wickersham & Taft LLP simply represents counsel's best judgement and is not binding on the IRS or the courts. In this regard, there are no authorities that deal with situations substantially identical to the Issuer's, and the Issuer could be treated as engaged in the conduct of a trade or business within the United States as a result of unanticipated activities, changes in law, contrary conclusions by the IRS or other causes. Failure of the Issuer to comply with the U.S. Tax Guidelines or other Transaction Documents may not give rise to a default or an Event of Default 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 engaged in a U.S. trade or business for U.S. federal income tax purposes. 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. Finally, the Trust Deed could be amended in a manner that permits or causes the Issuer to be engaged in a trade or business in the United States for U.S. federal income tax purposes.

If it were 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 would be subject under the Code to the regular U.S. corporate income tax on its effectively connected taxable income (computed possibly without any allowance for deductions), and possibly to a 30.0 per cent. branch profits tax and state and local taxes. 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.

Each holder and beneficial owner of a Class E Note, Class F Note and a Subordinated Note that is not a "United States person" (as defined in Section 7701(a)(30) of the Code) will make, or by acquiring such Note or an interest therein will be deemed to make, a representation to the effect that (A) either (i) it is not a bank (within the meaning of Section 881(c)(3)(A) of the Code) or an affiliate of a bank, (ii) it is a person that 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 IRS Form W-8ECI representing that all payments received or to be received by it from the Issuer are effectively connected with the conduct of a trade or business in the United States, and (B) it is not purchasing the Note in order to reduce its U.S. federal income tax liability pursuant to a tax avoidance plan within the meaning of U.S. Treasury Regulation Section 1.881-3.

3.3 U.S. Characterisation and U.S. Federal Income Tax Treatment of the Rated Notes

Upon the issuance of the Notes, Allen & Overy LLP will deliver an opinion generally to the effect that under current law, assuming compliance with the Transaction Documents, and based on certain assumptions and factual representations made by the Issuer and/or the Collateral Manager, the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes will be treated, and the Class E Notes should be treated as debt of the Issuer for U.S. federal income tax purposes. No

opinion will be given in respect of the Class F Notes, although the Issuer intends to treat the Class F Notes as debt of the Issuer for U.S. federal income tax purposes.

The Issuer has agreed and, by its acceptance of a Rated Note, each holder of a Rated Note (or any interest therein) 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. Nevertheless, the IRS could assert, and a court could ultimately hold, that one or more Classes of Rated Notes, particularly the more junior classes of Rated Notes, are properly treated as equity in the Issuer. If any Rated Notes were treated as equity interests the U.S. federal income tax consequences of investing in those Rated Notes would be the same as described below with respect to investments in the Subordinated Notes (including, the special and potentially adverse U.S. tax rules applicable to U.S. equity owners in PFICs). Except as otherwise indicated, the balance of this summary assumes that all of the Rated Notes are treated as debt of the Issuer for U.S. federal income tax purposes. Prospective investors in the Rated Notes should consult their tax advisors regarding the U.S. federal income tax consequences with respect to the Rated Notes and the Issuer in the event such Rated Notes are treated as equity in the Issuer.

3.4 U.S. Federal Tax Treatment of U.S. Holders of Rated Notes

Payments of Stated Interest on the Class X Notes, the Class A Notes and the Class B Notes. A U.S. Holder that uses the cash method for U.S. federal income tax purposes and that receives a payment of stated interest on the Class X Notes, the Class A Notes or the Class B Notes will be required to include in income (as ordinary income from sources outside the United States) the U.S. dollar value of the euro interest payment (determined based on the spot rate on the date such payment is received) regardless of whether the payment is in fact converted to U.S. dollars at such time. A cash method U.S. Holder will not recognise exchange gain or loss with respect to the receipt of such stated interest.

A U.S. Holder that uses the accrual method of accounting for U.S. federal income tax purposes will be required to include in income (as ordinary income from sources outside the United States) the U.S. dollar value of the amount of stated interest income in euros that has accrued with respect to its Class X Notes, Class A Notes and Class B Notes during an accrual period. The U.S. dollar value of such euro denominated accrued stated interest will be determined by translating such amount at the average spot rate of exchange for the accrual period or, with respect to an accrual period that spans two taxable years, at the average spot rate of exchange for the partial period within each taxable year. An accrual basis U.S. Holder may elect, however, to translate such accrued stated interest income into U.S. dollars using the spot rate of exchange on the last day of the interest accrual period or, with respect to an accrual period that spans two taxable years, using the spot rate of exchange on the last day of the taxable year. Alternatively, if the last day of an accrual period is within five business days of the date of receipt of the accrued stated interest, a U.S. Holder that has made the election described in the prior sentence may translate such interest using the spot rate of exchange on the date of receipt of the stated interest. The above election will apply to all foreign currency denominated debt instruments held by an electing U.S. Holder and may not be changed without the consent of the IRS. U.S. Holders should consult their own tax advisors prior to making such an election. A U.S. Holder that uses the accrual method of accounting for U.S. federal income tax purposes will recognise exchange gain or loss with respect to accrued stated interest income on the date such interest is received. The amount of exchange gain or loss recognised will equal the difference, if any, between the U.S. dollar value of the euro payment received (determined based on the spot rate on the date such stated interest is received) in respect of such accrual period and the U.S. dollar value of the stated interest income that has accrued during such accrual period (as determined above), regardless of whether the payment is in fact converted to U.S. dollars at such time. Any such exchange gain or loss generally will constitute ordinary income or loss and be treated, for foreign tax credit purposes, as U.S. source income or loss, and generally not as an adjustment to interest income or expense.

Payments of Stated Interest and OID on the Deferrable Notes; OID on the Class X Notes, Class A Notes and Class B Notes. The Issuer will treat the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes (together, the "**Deferrable Notes**") as issued with original issue discount ("**OID**") for U.S. federal income tax purposes. The total amount of OID with respect to a Deferrable Note will equal the sum of all payments to be received under such Note less its issue price (i.e., the first price at which a substantial amount of Notes within the applicable Class was sold to investors). In addition, if the discount at which a substantial amount of the Class X Notes, the Class A Notes and the Class B Notes is first sold to investors is at least 0.25 per cent. of the principal amount of that Class, multiplied by the number of complete years to the weighted average maturity of the Class, then the Issuer will treat that Class as issued with OID for U.S. federal income tax purposes. The total amount of such discount with respect to a Note within the Class will equal the excess of the principal amount of the Note over its issue price.

U.S. Holders of the Deferrable Notes, or, if issued with OID, the Class X Notes, Class A Notes or Class B Notes will be required to include OID (as ordinary income from sources outside the United States) in advance of the receipt of cash attributable to such income. A U.S. Holder of Deferrable Notes, or, if issued with OID, the Class X Notes, the Class A Notes and the Class B Notes will be required to include OID in income as it accrues (regardless of the U.S. Holder's method of accounting) under a constant yield method. Accruals of any such OID will be based on the weighted average life of the applicable Class rather than its stated maturity. In the case of the Deferrable Notes, accruals of OID on the Notes will be calculated by assuming that interest will be paid over the life of the applicable Class based on the value of EURIBOR used in setting the interest rate for the first Payment Date, and then adjusting the accrual for each subsequent Payment Date based on the difference between the value of EURIBOR used in setting interest for that subsequent Payment Date and the assumed rate. It is possible, however, that the IRS could assert, and a court could ultimately hold, that some other method of accruing OID on the Deferrable Notes, or, if applicable, the Class X Notes, the Class A Notes or the Class B Notes, should apply.

OID on the Notes will be determined for any accrual period in euros and then translated into U.S. dollars in accordance with either of the two alternative methods described above in the second paragraph under "*Payments of Stated Interest on the Class X Notes, the Class A Notes and the Class B Notes*". A U.S. Holder will recognise exchange gain or loss when OID is paid (including, upon the disposition of a Note, the receipt of proceeds that include amounts attributable to OID previously included in income) to the extent of the difference, if any, between the U.S. dollar value of the euro payment received, determined based on the spot rate on the date such payment is received, and the U.S. dollar value of the accrued OID, as determined in the manner described above. For these purposes, all receipts on a Note will be viewed first, in the case of the Class X Notes, the Class A Notes or Class B Notes, if issued with OID, as payments of stated interest payable on the such Note; second, as receipts of previously accrued OID (to the extent thereof), with payments considered made for the earliest accrual periods first; and third, as receipts of principal. Exchange gain or loss generally will constitute ordinary income or loss and be treated as U.S. source income or loss, and generally not as an adjustment to interest income or expense.

Because the OID rules are complex, each U.S. Holder of a Note treated as issued with OID should consult with its own tax advisor regarding the acquisition, ownership, and disposition of such Note. Interest received and OID earned on the Notes by a U.S. Holder will generally be treated as foreign source "passive income" for U.S. foreign tax credit purposes, or, in certain cases, "general category income".

Sale, exchange, retirement or other taxable disposition of Notes. Upon the sale, exchange, retirement or other taxable disposition of a Rated Note, a U.S. Holder generally will recognise gain or loss equal to the difference, if any, between the amount realised upon such disposition (less, in the case of the Class X Notes, the Class A Notes or Class B Notes any amount equal to any accrued but unpaid stated

interest, which will be taxable as stated interest income as discussed above to the extent not previously included in income by the U.S. Holder) and such U.S. Holder's adjusted tax basis in the Note.

A U.S. Holder's adjusted tax basis in a Rated Note will, in general, be the cost of such Note to such U.S. Holder (i) increased by any OID previously accrued by such U.S. Holder with respect to such Note and (ii) reduced by all payments received on such Note other than, in the case of the Class X Notes, the Class A Notes or Class B Notes, payments of stated interest. The cost of a Rated Note purchased with foreign currency will generally be the U.S. dollar value of the foreign currency purchase price on the date of purchase, calculated at the exchange rate in effect on that date. If the applicable Note is traded on an established securities market, a cash basis taxpayer (and if it elects, an accrual basis taxpayer) will determine the U.S. dollar value of the cost of the Rated Note at the spot rate on the settlement date of the purchase.

If a U.S. Holder receives foreign currency on such a sale, exchange, retirement or other taxable disposition of a Rated Note, the amount realised generally will be based on the U.S. dollar value of such foreign currency translated at the spot rate on the date of disposition. In the case of a Rated Note that is considered to be traded on an established securities market, a cash basis U.S. Holder and, if it so elects, an accrual basis U.S. Holder, will determine the U.S. dollar value of such foreign currency by translating such amount at the spot rate on the settlement date of the disposition. The special election available to accrual basis U.S. Holders in regard to the purchase and disposition of Rated Notes of a Class traded on an established securities market must be applied consistently to all debt instruments held by the U.S. Holder and cannot be changed without the consent of the IRS. If the Rated Notes of a Class are not traded on an established securities market (or the relevant holder is an accrual basis U.S. Holder that does not make the special settlement date election), a U.S. Holder will recognise exchange gain or loss to the extent that there are exchange rate fluctuations between the disposition date and the settlement date, and such gain or loss generally will constitute U.S. source ordinary income or loss.

Gain or loss recognised upon the sale, exchange, retirement or other taxable disposition of a Rated Note that is attributable to fluctuations in currency exchange rates with respect to the principal amount of such Note generally will be U.S. source ordinary income or loss and generally will not be treated as interest income or expense. Gain or loss attributable to fluctuations in currency exchange rates with respect to the principal amount of a Rated Note generally will equal the difference, if any, between the U.S. dollar value of the U.S. Holder's foreign currency purchase price for the Rated Note, determined at the spot rate on the date principal is received from the Issuer or the U.S. Holder disposes of the Rated Note, and the U.S. dollar value of the U.S. Holder's foreign currency purchase price for the Note, determined at the spot rate on the date the U.S. Holder purchased such Note. In addition, upon the sale, exchange, retirement or other taxable disposition of a Rated Note, a U.S. Holder may recognise exchange gain or loss attributable to amounts received with respect to accrued and unpaid stated interest and accrued OID, if any, which will be treated as discussed above. However, upon a sale, exchange, retirement or other taxable disposition of a Rated Note, a U.S. Holder will recognise any exchange gain or loss (including with respect to accrued interest and accrued OID) only to the extent of total gain or loss realised by such U.S. Holder on such disposition. Any gain or loss recognised upon the sale, exchange, retirement or other taxable disposition of a Rated Note in excess of exchange gain or loss attributable to such disposition generally will be U.S. source gain or loss and generally will be capital gain or loss. Capital gains of non-corporate U.S. Holders (including individuals) derived in respect of capital assets held for more than one year are generally eligible for reduced rates of taxation. The deductibility of capital losses is subject to limitations.

A U.S. Holder will recognise exchange gain or loss upon the receipt of principal payments on a Rated Note (prior to maturity) attributable to the fluctuation in currency exchange rates with respect to such principal payment in an amount equal to the difference, if any, between the U.S. dollar value of the U.S. Holder's foreign currency purchase price attributable to such principal payment, determined at the spot rate on the date such principal payment is received from the Issuer, and the U.S. dollar value of the

U.S. Holder's foreign currency purchase price attributable to such principal payment, determined at the spot rate on the date the U.S. Holder purchased such Note. Exchange gain or loss generally will constitute ordinary income or loss and be treated as U.S. source income or loss, and generally not as an adjustment to interest income or expense.

Alternative Characterisation. It is possible that one or more Classes of the Rated Notes could be treated as "contingent payment debt instruments" for U.S. federal income tax purposes. In this event, the timing of a U.S. Holder's OID inclusions could differ from that described above and any gain recognised on the sale, exchange, or retirement of such Notes would be treated as ordinary income and not capital gain.

In addition, it is possible that one or more Classes of Notes, particularly the Class E Notes and the Class F Notes, may be treated as equity, rather than debt, of the Issuer, in which case such classes of Notes would generally be treated as described below under "*U.S. Federal Income Tax Treatment of U.S. Holders of Subordinated Notes*" and certain transfer and reporting requirements could apply, as described under "*U.S. Federal Income Tax Treatment of U.S. Holders of Subordinated Notes—Transfer and Other Reporting Requirements*" below.

Exchange of Foreign Currencies. A U.S. Holder will have a tax basis in any euro received as payment of stated interest, OID or principal, or upon the sale, exchange, retirement or other taxable disposition of a Note equal to the U.S. dollar value thereof at the spot rate of exchange in effect on the date of receipt of the euros. Any gain or loss realised by a U.S. Holder on a sale or other disposition of euros, including their exchange for U.S. dollars, will be ordinary income or loss generally not treated as interest income or expense and generally will be income or loss from sources within the United States for U.S. foreign tax credit purposes.

3.5 U.S. Federal Income Tax Treatment of U.S. Holders of Subordinated Notes

The Issuer has agreed and, by its acceptance of a Subordinated Note, each holder of a Subordinated Note will be deemed to have agreed, to treat all Subordinated Notes as equity in the Issuer for U.S. federal income tax purposes, except as otherwise required by any U.S. governmental authority. If U.S. Holders of the Subordinated Notes were treated as owning debt of the Issuer, the U.S. federal income tax consequences to those U.S. Holders would be as described under "*U.S. Federal Tax Treatment of U.S. Holders of Rated Notes*". The balance of this discussion assumes that the Subordinated Notes will properly be characterised as equity in the Issuer. Prospective investors should consult their own tax advisors regarding the consequences of acquiring, holding or disposing of the Subordinated Notes.

Investment in a Passive Foreign Investment Company. A foreign corporation will be classified as a "passive foreign investment company" ("**PFIC**") for U.S. federal income tax purposes if 75.0 per cent. or more of its gross income (including the *pro rata* share of the gross income of any corporation in which the Issuer is considered to own 25.0 per cent. or more of the shares by value) in a taxable year is passive income. Alternatively, a foreign corporation will be classified as a PFIC if at least 50.0 per cent. of its assets, averaged over the year and generally determined based on fair market value (including the *pro rata* share of the assets of any corporation in which the Issuer is considered to own 25.0 per cent. or more of the shares by value) are held for the production of, or produce, passive income.

Based on the assets that the Issuer expects to hold and the income anticipated thereon, it is highly likely that the Issuer will be classified as a PFIC for U.S. federal income tax purposes. Accordingly, the following discussion assumes that the Issuer will be a PFIC throughout the term of the Subordinated Notes, and U.S. Holders of Subordinated Notes should assume that they will be subject to the U.S. federal income tax consequences described below that result from owning stock in a PFIC (subject to the discussion below under "*Investment in a Controlled Foreign Corporation*").

Unless a U.S. Holder elects to treat the Issuer as a "qualified electing fund" (as described in the next paragraph), upon certain distributions ("**excess distributions**") by the Issuer and upon a disposition of the Subordinated Notes at a gain, the U.S. Holder will be liable to pay tax at the highest tax rate on ordinary income in effect for each period to which the income is allocated plus interest on the tax, as if such distributions and gain had been recognised rateably over the U.S. Holder's holding period for the Subordinated Notes. An interest charge is also applied to the deferred tax amount resulting from the deemed rateable distribution.

If a U.S. Holder elects to treat the Issuer as a "qualified electing fund" ("**QEF**") for the first year of its holding period, distributions and gain will not be taxed as if recognised rateably over the U.S. Holder's holding period or subject to an interest charge. Instead, a U.S. Holder that makes a QEF election is required for each taxable year to include in income the U.S. Holder's *pro rata* share of the ordinary earnings of the qualified electing fund as ordinary income and a *pro rata* share of the net capital gain of the qualified electing fund as capital gain, regardless of whether such earnings or gain have in fact been distributed (assuming the discussion below under "*Investment in a Controlled Foreign Corporation*" does not apply), and subject to a separate election to defer payment of taxes, which deferral is subject to an interest charge. Consequently, in order to comply with the requirements of a QEF election, a U.S. Holder must receive from the Issuer certain information ("**QEF Information**"). The Issuer will cause its independent accountants to provide U.S. Holders of the Subordinated Notes, upon request by such U.S. Holder, with the information reasonably available to the Issuer that a U.S. Holder would need to make a QEF election.

As a result of the nature of the Collateral Debt Obligations that the Issuer intends to hold, the Issuer may hold investments treated as equity of foreign corporations that are PFICs. In such a case, assuming that the Issuer is a PFIC, a U.S. Holder would be treated as owning its *pro rata* share of the stock of the PFIC owned by the Issuer. Such a U.S. Holder would be subject to the rules generally applicable to shareholders of PFICs discussed above with respect to distributions received by the Issuer from such PFIC and dispositions by the Issuer of the stock of such PFIC (even though the U.S. Holder may not have received the proceeds of such distribution or disposition). Assuming the Issuer receives the necessary information from the PFIC in which it owns stock, certain U.S. Holders may make the QEF election discussed above with respect to the stock of such PFIC. However, no assurance can be given that the Issuer will be able to provide U.S. Holders with such information.

If the Issuer is a PFIC, each U.S. Holder of a Subordinated Note must make an annual return on IRS Form 8621, reporting distributions received and gains realised with respect to each PFIC in which the U.S. Holder holds a direct or indirect interest. If a U.S. Holder does not file IRS Form 8621, the statute of limitations on the assessment and collection of U.S. federal income taxes of such U.S. Holder for the related tax year may not close before the date which is three years after the date on which such report is filed. Prospective investors should consult their own tax advisors regarding the potential application of the PFIC rules.

Investment in a Controlled Foreign Corporation. Depending on the degree of ownership of the Subordinated Notes and other equity interests in the Issuer by U.S. Holders, the Issuer may constitute a controlled foreign corporation ("**CFC**"). In general, a foreign corporation will constitute a CFC if more than 50.0 per cent. of the shares of the corporation, measured by reference to combined voting power or value, are owned, directly or indirectly, by "**U.S. 10.0 per cent. Shareholders**". A "**U.S. 10.0 per cent. Shareholder**", for this purpose, is any United States person that owns or is treated as owning under specified attribution rules, 10.0 per cent. or more of the combined voting power or value of all classes of shares of a foreign corporation.

If the Issuer were treated as a CFC, a U.S. 10.0 per cent. Shareholder of the Issuer would be treated, subject to certain exceptions, as receiving a distribution, taxable as ordinary income at the end of the taxable year of the Issuer in an amount equal to that person's *pro rata* share of the "subpart F income" and investments in U.S. property of the Issuer. Among other items, and subject to certain exceptions,

"subpart F income" includes dividends, interest, annuities, gains from the sale of shares and securities, certain gains from commodities transactions, certain types of insurance income and income from certain transactions with related parties. It is likely that, if the Issuer were to constitute a CFC, substantially all of its income would be subpart F income. In addition, special rules apply to determine the appropriate exchange rate to be used to translate such amounts treated as a distribution and the amount of any foreign currency gain or loss with respect to distributions of previously taxed amounts attributable to movements in exchange rates between the times of deemed and actual distributions. The Issuer will cause, at the Issuer's expense, its independent accountants to provide U.S. Holders of the Subordinated Notes, upon request by such U.S. Holder, with the information reasonably available to the Issuer that a U.S. Holder reasonably requests to assist such holder with regard to filing requirements under the CFC rules. Unless otherwise noted, the discussion below assumes that the Issuer is not a CFC. U.S. Holders should consult their tax advisors regarding these special rules.

If the Issuer were to constitute a CFC, for the period during which a U.S. Holder of Subordinated Notes is a U.S. 10.0 per cent. Shareholder of the Issuer, such holder generally would be taxable on the subpart F income and investments in U.S. property of the Issuer under rules described in the preceding paragraph and not under the PFIC rules previously described. A U.S. Holder that is a U.S. 10.0 per cent. Shareholder of the Issuer subject to the CFC rules for only a portion of the time during which it holds Subordinated Notes should consult its own tax advisor regarding the interaction of the PFIC and CFC rules.

Distributions on the Subordinated Notes. Except to the extent that distributions are attributable to amounts previously taxed pursuant to the CFC rules or a QEF election is made, some or all of any distributions with respect to the Subordinated Notes may constitute excess distributions, taxable as previously described. Distributions of current or accumulated earnings and profits of the Issuer which are not excess distributions will be taxed as dividends when received. The amount of such income is determined by translating euro received into U.S. dollars at the spot rate on the date of receipt. A U.S. Holder may realise foreign currency gain or loss on a subsequent disposition of the euro received. Distributions in excess of current or accumulated earnings and profits of the Issuer will be treated first as a non-taxable return of capital to the extent of the U.S. Holder's adjusted tax basis in the Subordinated Notes, and then as a disposition of a portion of the Subordinated Notes.

Disposition of the Subordinated Notes. In general, a U.S. Holder of a Subordinated Note will recognise gain or loss upon the sale or exchange of the Subordinated Note equal to the difference between the amount realised and such holder's adjusted tax basis in such Subordinated Note. Initially, the tax basis of a U.S. Holder should equal the amount paid for a Subordinated Note. Such basis will be increased by amounts taxable to such holder by virtue of the QEF or CFC rules (if 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 return of capital. A U.S. Holder that receives foreign currency upon the sale or other disposition of the Subordinated Notes generally will realise an amount equal to the U.S. dollar value of the foreign currency on the date of sale. A U.S. Holder will have a tax basis in the foreign currency received equal to the U.S. dollar amount realised. If, however, the Subordinated Notes are traded on an established securities market, a cash basis U.S. Holder or electing accrual basis U.S. Holder will determine the amount realised on the settlement date.

Unless a QEF election is made, it is highly likely that any gain realised on the sale or exchange of a Subordinated Note will be treated as an excess distribution and taxed as ordinary income under the special tax rules described above (assuming that the PFIC rules apply and not the CFC rules).

Subject to a special limitation for individual U.S. Holders that have held the Subordinated Notes for more than one year, if the Issuer were treated as a CFC and a U.S. Holder were treated as a U.S. 10.0 per cent. Shareholder therein, then any gain realised by such holder upon the disposition of Subordinated Notes would be treated as ordinary income to the extent of the U.S. Holder's *pro rata* share of current and accumulated earnings and profits of the Issuer and any of its subsidiaries. In this

respect, earnings and profits would not include any amounts previously taxed pursuant to the CFC rules.

Foreign Currency Gain or Loss. A U.S. Holder of Subordinated Notes (or other Notes treated as equity interests in the Issuer) that recognises income from the Subordinated Notes under the QEF or CFC rules discussed above will recognise foreign currency gain or loss attributable to movement in foreign exchange rates between the date when it recognised income under those rules and the date when the income actually is distributed. Any such foreign currency gain or loss will be treated as ordinary income or loss from the same source as the associated income inclusion.

A U.S. Holder that receives foreign currency upon the sale or other disposition of the Subordinated Notes generally will realise an amount equal to the U.S. dollar value of the foreign currency on the date of sale or disposition. A U.S. Holder will have a tax basis in the foreign currency received equal to the U.S. dollar amount realised. Any gain or loss realised by a U.S. Holder on a subsequent disposition of the foreign currency will be foreign currency gain or loss, generally treated as U.S. source ordinary 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 Notes and the complexity of the foregoing rules, each U.S. Holder of a 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.

3.6 Transfer and Other Reporting Requirements

In general, U.S. Holders who acquire Subordinated Notes (or any Class of Rated Notes that is recharacterised as equity in the Issuer) for cash may be required to file IRS Form 926 with the IRS and to supply certain additional information to the IRS if (i) such U.S. Holder owns (directly or indirectly) immediately after the transfer, at least 10.0 per cent. by vote or value of the Issuer or (ii) the transfer when aggregated with all related transfers under applicable regulations, exceeds U.S. \$100,000.

In addition, a U.S. Holder of Subordinated Notes (or any Class of Notes that is recharacterised as equity in the Issuer) that owns (actually or constructively) at least 10.0 per cent. by vote or value of the Issuer (and each officer or director of the Issuer that is a U.S. citizen or resident) may be required to file an information return on IRS Form 5471. A U.S. Holder of Subordinated Notes generally is required to provide additional information regarding the Issuer annually on IRS Form 5471 if it owns (actually or constructively) more than 50.0 per cent. by vote or value of the Issuer. U.S. Holders should consult their own tax advisors regarding whether they are required to file IRS Form 5471.

Prospective investors in the Notes should consult with their own tax advisors regarding whether they are required to file IRS Form 8886 in respect of the Notes. Such filing generally will be required if such investors file U.S. federal income tax returns or U.S. federal information returns and recognise losses in excess of a specified threshold, and significant penalties may be imposed on taxpayers that fail to file the form timely. Such filing will also generally be required by a U.S. Holder of the Subordinated Notes if the Issuer both participates in certain types of transactions that are treated as "reportable transactions," such as a transaction in which its loss exceeds a specified threshold, and either (x) such U.S. Holder owns 10.0 per cent. or more of the aggregate amount of the Subordinated Notes and makes a QEF Election with respect to the Issuer or (y) the Issuer is treated as a CFC and such U.S. Holder is a "U.S. Shareholder" (as defined above) of the Issuer. If the Issuer does participate in a reportable transaction, it will make reasonable efforts to make such information available.

Certain U.S. Holders will be subject to reporting obligations with respect to their Notes if they do not hold them in an account maintained by a financial institution and the aggregate value of their Notes and certain other "specified foreign financial assets" exceeds certain U.S. dollar thresholds.

A U.S. Holder of Subordinated Notes (or any Class of Notes that are treated as equity in the Issuer for U.S. federal income tax purposes) may be required to file FinCEN Form 114 with respect to foreign financial accounts in which the Issuer has a financial interest if the U.S. Holder holds more than 50 per cent. of the aggregate outstanding principal amount of such Notes or is otherwise treated as owning more than 50 per cent. of the total value or voting power of the Issuer's outstanding equity.

U.S. Holders that fail to comply with applicable reporting requirements may be subject to adverse tax consequences, including a "tolling" of the statute of limitations with respect to their U.S. tax returns and in some cases significant penalties. U.S. Holders should consult their tax advisors with respect to these and any other reporting requirements that may apply with respect to their acquisition or ownership of the Notes.

Prospective investors in the Notes should consult their own tax advisors concerning any possible disclosure obligations with respect to their ownership or disposition of the Notes in light of their particular circumstances.

3.7 Base Rate Amendment

The treatment of a change from EURIBOR to an Alternative Base Rate ("**Base Rate Amendment**") for U.S. federal income tax purposes is not entirely clear. It is possible that a Base Rate Amendment will be treated as a deemed exchange of old notes for new notes. In that event, it is unclear whether such deemed exchange would be taxable to a U.S. Holder. If it was taxable, a U.S. Holder may be required to recognize gain or loss with respect to its affected Notes. This gain or loss would be equal to the difference between the issue price of the deemed new notes, which if such class of notes has a principal amount in excess of \$100 million, may be the fair market value rather than the principal amount of the notes, and the U.S. Holder's tax basis in the deemed old notes.

- 3.8 In the event the Base Rate Amendment is a taxable event for U.S. Holders and the stated redemption price at maturity of the new notes received in the deemed exchange is greater than the issue price of such notes, a U.S. Holder of a new note may be required to include additional OID in income as a result of the Base Rate Amendment. In the event that the issue price of the deemed new notes is less than the principal amount of such notes, the Issuer may be required to recognize cancellation of indebtedness income, which could affect the Holders of the Subordinated Notes that have made a QEF Election or are subject to inclusions under the CFC rules. This may result in adverse consequences for the Subordinated Notes. Additionally, any Notes that are subject to a Base Rate Amendment six months after the adoption of final regulations addressing withholding on foreign passthru payments would likely not be considered grandfathered obligations under FATCA (see "*Risk Factors – Relating to the Notes - U.S. Tax Risks—FATCA*") if the Base Rate Amendment is treated as a deemed exchange. Each prospective investor should consult its own tax advisor regarding the tax consequences to it of a Base Rate Amendment. U.S. Tax Treatment of Non-U.S. Holders of Notes

Subject to the discussions below under "*Information Reporting and Backup Withholding*" and "*Foreign Account Tax Compliance Act*", payments, including interest, OID and any amounts treated as dividends, on a Note to a Non-U.S. Holder and gain realised on the sale, exchange or retirement of a Note by a Non-U.S. Holder, will not be subject to U.S. federal income or withholding tax, unless (a) such income is effectively connected with a trade or business conducted by such Non-U.S. Holder in the United States; or (b) in the case of U.S. federal income tax imposed on gain, such Non-U.S. Holder is a non resident alien individual who holds a Note as a capital asset and is present in the United States for 183 calendar days or more in the taxable year of sale and certain other conditions are satisfied.

3.9 Information Reporting and Backup Withholding

The amount of interest and principal paid or accrued on the Notes, and the proceeds from the sale of a Note, in each case, paid within the United States or by a U.S. payor or U.S. middleman to a United States person (other than a corporation or other exempt recipient) will be reported to the IRS. Under the Code, a United States person may be subject, under certain circumstances, to "backup withholding"

with respect to interest and principal on a Note or the gross proceeds from the sale of a Note paid within the United States or by a U.S. middleman or United States payor to a United States person. Backup withholding generally applies only if the United States person: (a) fails to furnish its social security or other taxpayer identification number within a reasonable time after the request therefore; (b) furnishes an incorrect taxpayer identification number; (c) is notified by the IRS that it has failed to properly report interest OID or dividends; or (d) fails, under certain circumstances, to provide a certified statement, signed under penalty of perjury, that it has furnished a correct taxpayer identification number and has not been notified by the IRS that it is subject to backup withholding for failure to report interest and dividend payments.

Non-U.S. Holders or, in certain cases, their beneficial owners may be required to comply with certification procedures to establish that they are not U.S. Holders in order to avoid information reporting 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 IRS. Holders should consult their own tax advisers about any additional reporting requirements that may arise as a result of their purchasing, holding or disposing of Notes.

3.10 Foreign Account Tax Compliance Act

Pursuant to FATCA, a "foreign financial institution" may be required to withhold on certain payments it makes ("**foreign passthru payments**") to persons that fail to meet certain certification, reporting, or related requirements. The Issuer expects to be a foreign financial institution for these purposes. A number of jurisdictions (including Ireland) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (IGAs), which modify the way in which FATCA applies in their jurisdictions. Under the provisions of IGAs as currently in effect, a foreign financial institution in an IGA jurisdiction would generally not be required to withhold under FATCA or an IGA from payments that it makes. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Notes, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, are uncertain and may be subject to change. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Notes, such withholding would not apply prior to two years after the date on which final regulations defining foreign passthru payments are published in the U.S. Federal Register, and Notes characterised as debt (or which are not otherwise characterised as equity and have a fixed term) for U.S. federal tax purposes that are issued on or prior to the date that is six months after the date on which final regulations defining "foreign passthru payments" are filed with the U.S. Federal Register generally would be "grandfathered" for purposes of FATCA withholding unless materially modified after such date. In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Notes, no person will be required to pay additional amounts as a result of the withholding.

Each Noteholder may be required to provide certifications and identifying information about itself and its owners (or beneficial owners) in order to enable the Issuer (or an Intermediary) to identify and report on the Noteholder and certain of the Noteholder's direct and indirect U.S. beneficial owners to the IRS or an Irish authority. Further, the Noteholder will be required to permit the Issuer to share such information with the relevant taxing authority. Although certain exceptions to these disclosure requirements could apply, each Noteholder should assume that if it fails to provide the required information or otherwise prevents the Issuer from complying with FATCA, the Issuer generally have the right to force the sale of the Noteholder's Notes (and such sale could be for less than its then fair market value).

FATCA is particularly complex and its application is uncertain at this time. The above description is based in part on regulations, official guidance and model IGAs, all of which are subject to change or may be implemented in a materially different form.

Prospective investors should consult their tax advisers on how these rules may apply to the Issuer and to payments they may receive in connection with the Notes.

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 that investments be 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 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**")) 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, potentially 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 or regulations, 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 (direct or indirect) 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'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 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 X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D

Notes offered hereby will be treated by the Issuer as indebtedness with no substantial equity features for purposes of ERISA. The treatment of the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes as not being equity interests in the Issuer could however, be affected, subsequent to their issuance, by certain changes in the structure or financial condition of the Issuer. 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, 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 and Controlling Persons in the Class E Notes, the Class F Notes and the Subordinated Notes in order to satisfy the 25 per cent. Limitation with respect to the Class E Notes, the Class F Notes and the Subordinated Notes (determined separately by class) 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, Class F Note or Subordinated Note will be required to make certain representations regarding its status as a Benefit Plan Investor or Controlling Person and other ERISA matters as described under "*Transfer Restrictions*" below. No Class E Note, Class F Note or Subordinated Note 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 ownership by Benefit Plan Investors exceeding the 25 per cent limitation with respect to the Class E Notes, the Class F Notes or the Subordinated Notes (determined in separately by class). Except as otherwise provided by the Plan Asset Regulation, each Class E Note, Class F Note and 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.

With respect to each Note, including the Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, even if such Notes would not be treated as equity interests in the Issuer for purposes of ERISA, it is possible that an investment in 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. Included among these exemptions are Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code (relating to transactions with certain service providers) and Prohibited Transaction Class Exemption ("**PTCE**") 91-38 (relating to investments by bank collective investment funds), PTCE 84-14 (relating to transactions effected by "qualified professional asset managers"), PTCE 95-60 (relating to transactions involving insurance company general accounts), PTCE 90-1 (relating to investments by insurance company pooled separate accounts) and PTCE 96-23 (relating to transactions determined by certain "in-house asset managers"). Prospective investors should consult with their advisors regarding the prohibited transaction rules and these and other exemptions. There can be no assurance that any of these exemptions or any other exemption will be available with respect to any particular transaction involving the Notes. 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.

In addition, 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 Class X Notes, the Class A Notes, the Class B Notes, the Class C Notes and the Class D 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, e.g., where a Plan purchases certain 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.

Each purchaser and transferee of a Class X Note, Class A Note, Class B Note, Class C Note or Class D Note or any interest in such Note will 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), 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 substantially 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 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 or is deemed to make the foregoing representations, warranties and agreements described in clause (i) hereof.

Each 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 will be deemed to represent, warrant and agree that (i) it is not, and is not acting on behalf of (and for so long as it holds such Note or interest therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person (A) unless it receives the written consent of the Issuer, (B) provides an ERISA certificate (substantially in the form of Annex B (*Form of ERISA Certificate*)) to a Transfer Agent and the Issuer and (C) holds such Note in the form of a Definitive Certificate and in such case provides the Issuer and a Transfer Agent with a duly completed declaration in the form set out in Annex A (*Form of Irish Tax Declaration*) to this Offering Circular, other than in the case where the purchaser is acquiring Class E Note, Class F Note or Subordinated Note from the Placement Agent on the Issue Date, in which case the purchaser is not required to hold the Note in the form of a Definitive Certificate and may acquire and hold 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; and (ii) (A) if purchaser is, or is acting on behalf of, a Benefit Plan Investor (to the extent permitted under clause (i) above), 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, and (B) if it is a governmental, church, non-U.S. or other plan, (1) it is not, and for so long as it holds such Note or interests therein will not be, subject to any federal, state, local or non-U.S. 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 (2) purchaser's acquisition, holding and disposition of such Note (or interest therein) will not constitute or result in a violation of any Other Plan Law and (3) purchaser will agree to the transfer restrictions described herein regarding its interest in such Note. Any purported transfer of the Class E Notes, the Class F Notes or the Subordinated Notes in violation of the requirements set forth in this paragraph or that may otherwise result in 25 per cent. or more of the total value of any class of such Notes to be held by Benefit Plan Investors for the purposes of ERISA shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

Each purchaser or transferee of Class E Notes, Class F Notes or Subordinated Notes in the form of a Definitive Certificate will be required to (i) represent and warrant in writing to the Issuer (1) whether or not, for so long as it holds such Notes or interest herein, it is, or is acting on behalf of, a Benefit Plan Investor, (2) whether or not, for so long as it hold such Notes or interests therein, it is a Controlling Person and (3) that (a) if it is, or is acting

on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code and (b) if it is a governmental, church, non-U.S. or other plan, (x) it is not, and for so long as it holds such Notes or interest therein will not be, subject to Similar Law and (y) its acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a violation of any Other Plan Law, (ii) agree to certain transfer restrictions regarding its interest in such Notes, and (iii) provide a completed ERISA certificate (substantially in the form of Annex B (*Form of ERISA Certificate*)) to the Issuer and a Transfer Agent. Any purported transfer of the Class E Notes, the Class F Notes or the Subordinated Notes in violation of the requirements set forth in this paragraph or that may otherwise result in 25 per cent. or more of the total value of any class of such Notes to be held by "Benefit Plan Investors" for the purposes of ERISA shall be null and void *ab initio* and the Issuer will have the right to cause the sale of such Notes to another acquirer that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

No transfer of an interest in Class E Notes, Class F Notes or 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, Class F Notes or Subordinated Notes (determined separately by class).

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 provisions of ERISA and the prohibited transaction provisions of ERISA and the Code and/or similar provisions of Other Plan Law and Similar Law, and the scope of any available exemption relating to such investment.

The sale of Notes to a Plan or a 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.

Placement

Citigroup Global Markets Limited (in its capacity as Placement Agent, the "**Placement Agent**") has agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for each Class of the Notes (the "**Placed Notes**") pursuant to the Placement Agency Agreement, at the following issue prices:

- (a) Class X Notes, 100.00 per cent.;
- (b) Class A Notes, 100.00 per cent.;
- (c) Class B-1 Notes, 100.00 per cent.;
- (d) Class B-2 Notes, 100.00 per cent.;
- (e) Class C Notes, 100.00 per cent.;
- (f) Class D Notes, 100.00 per cent.;
- (g) Class E Notes, 96.50 per cent.;
- (h) Class F Notes, 93.50 per cent.;
- (i) Class M-1 Subordinated Notes, 100.00 per cent.; and
- (j) Class M-2 Subordinated Notes, 100.00 per cent.,

in each case less certain fees and expenses to be agreed between the Issuer and 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 Placement Agent may offer the Placed Notes at prices as may be privately negotiated at the time of sale, which may vary among different purchasers and may be different from the issue price of the Placed Notes.

It is a condition of the issue of the Notes of each Class that the Notes of each other Class be issued in the following principal amounts: Class X Notes: €2,250,000, Class A Notes: €248,000,000, Class B-1 Notes: €28,275,000, Class B-2 Notes: €10,000,000, Class C Notes: €26,300,000, Class D Notes: €22,850,000, Class E Notes: €24,000,000, Class F Notes: €9,150,000, Class M-1 Subordinated Notes: €33,724,000, and Class M-2 Subordinated Notes: €626,000.

The Collateral Manager has agreed with the Placement Agent, subject to the satisfaction of certain conditions, to purchase the Retention Notes on the Issue Date from the Placement Agent at a price not less than their respective issue prices specified herein pursuant to a retention notes purchase agreement to be entered into by the Placement Agent and the Retention Holder.

Under the terms of the Placement Agency Agreement, the Issuer has agreed to indemnify the Placement Agent and certain of its related parties against certain liabilities or to contribute to payments they may be required to make in respect thereof.

Certain of the Collateral Debt Obligations may have been originally underwritten or placed by the Placement Agent or its Affiliates. In addition, the Placement Agent or its Affiliates may have in the past performed and may in the future perform investment banking services or other services for issuers of the Collateral Debt Obligations. In addition, the Placement Agent and its Affiliates may from time to time, as a principal or through one or more investment funds that it or they manage, make investments in the equity securities of one or more of the issuers of the Collateral Debt Obligations, with a result that one or more of such issuers may be or may become controlled by the Placement Agent or its Affiliates.

In addition, in the ordinary course of their business activities, the Placement Agent and its Affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivatives securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such investments and securities activities may involve securities and/or instruments (including the Notes) of the Issuer. The Placement Agent and its Affiliates may also make investment recommendations and/or publish or express independent research views in respect of such securities or financial instruments and may hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

No action has been or will be taken by the Issuer, the Placement Agent or the Collateral Manager 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.

United States

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 sell the Placed Notes (a) outside the United States to non-U.S. Persons in "offshore transactions" in reliance on Regulation S and in accordance with applicable law and (b) in the United States (directly or through its U.S. broker dealer Affiliate) in reliance on Rule 144A only to or for the accounts of QIBs, each of such purchasers or accountholders is also a QP.

The Notes sold in reliance on Rule 144A for (i) each Class of Notes (save for the Class X Notes and the Class M-2 Subordinated Notes) will be issued in minimum denominations of €250,000 and integral multiples of €1,000 in excess thereof and (ii) the Class X Notes and the Class M-2 Subordinated Notes will be issued in minimum denominations of €100,000 and integral multiples 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 Global Exchange Market of Euronext Dublin. 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 within the United States or to any U.S. Person. Distribution of this Offering Circular to any such person, 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.

General

The Placement Agent shall comply with all applicable securities laws and regulations in jurisdictions in force known by it, or which reasonably should have been known by it, in any jurisdiction in which it purchases, offers, sells or delivers Notes or this Offering Circular or any other offering material and will obtain any consents, approvals or permissions required by it for such purchase, offer, sale or delivery by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject. This Offering Circular does not constitute and may not be used for or in connection with any offer or solicitation by any person in any jurisdiction in which such offer or solicitation is not authorised or to any person to whom such offer or solicitation is unlawful. The distribution of this Offering Circular and the offering and sale of the Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Offering Circular comes are required by the Issuer and the Placement Agent to inform themselves of and observe any such restrictions.

The Placement Agent has also agreed to comply with the following selling restrictions:

- (a) *Prohibition of Sales to EEA Retail Investors:* The Placement Agent has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Notes to any retail investor in the European Economic Area. For the purposes of this provision, the expression "retail investor" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II.
- (b) *United Kingdom:* The Placement Agent, which is authorised and regulated by the Financial Conduct 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 as amended by the Financial Services and Markets Act 2012 ("**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.
- (c) *Austria:* No prospectus has been or will be approved and/or published pursuant to the Austrian Capital Markets Act (Kapitalmarktgesetz ("**KMG**") as amended. Neither this document nor any other document connected therewith constitutes a prospectus according to the Austrian Capital Markets Act and neither this document nor any other document connected therewith may be distributed, passed on or disclosed to any other person in Austria, save as specifically agreed with the Placement Agent. No document pursuant to Directive 2003/71/EC has been or will be drawn up and approved in Austria and no document pursuant to Directive 2003/71/EC has been or will be passported into Austria as the Notes will be offered in Austria in reliance on an exemption from the document publication requirement

under the KMG. The Placement Agent has represented and agreed that it will offer the Notes in Austria only in compliance with the provisions of the KMG, and Notes will therefore not be publicly offered or (re)sold in Austria without a document being published or an applicable exemption from such requirement being relied upon.

- (d) *Denmark:* The Placement Agent has represented and agreed that it has not offered or sold and will not offer or sell, directly or indirectly, any of the Notes to the public in Denmark unless in accordance with the Danish Securities Trading Act, Consolidation Act No. 855 of 25 August 2012 as amended from time to time and any Orders issued thereunder.

For the purposes of this provision, an offer of the Notes in Denmark 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.

- (e) *France:* Any person who is in possession of this Offering Circular is hereby notified that no action has or will be taken that would allow an offering of the Notes in France and neither the Offering Circular nor any offering material relating to the Notes have been submitted to the *Autorité des Marchés Financiers* ("AMF") for prior review or approval. Accordingly, the Notes may not be offered, sold, transferred or delivered and neither this Offering Circular nor any offering material relating to the Notes may be distributed or made available (in whole or in part) in France, directly or indirectly, except as permitted by French law and regulation.

The Placement Agent has represented and agreed that:

- (i) the Notes have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France.
- (ii) neither this Offering Circular nor any other offering material relating to the Notes has been or will be:
 - (A) released, issued, distributed or caused to be released, issued or distributed to the public in France; or
 - (B) used in connection with any offer for subscription or sale of the Notes to the public in France.
- (iii) such offers, sales and distributions will be made in France only:
 - (A) to qualified investors (*investisseurs qualifiés*) and/or to a restricted circle of investors (*cercle restreint d'investisseurs*), all other than individuals, in each case investing for their own account, all as defined in, and in accordance with, Articles L.411-2, D.411-1, and L.533-20 of the French Code Monétaire et Financier ("CMF");
 - (B) to investment services providers authorised to engage in portfolio management on behalf of third parties; or
 - (C) in a transaction that, in accordance with Article L.411-2 of the CMF and Article 211-2 of the *Règlement Général* to the AMF, does not constitute a public offer.
- (f) *Germany:* The Notes will not be registered for public distribution in Germany. This Offering Circular does not constitute a sales document pursuant to the German Capital Investment Act (*Vermögensanlagengesetz*). Accordingly, the Placement Agent has represented and agreed that no offer of the Notes will be made to the public in Germany. This Offering Circular and any other document relating to the Notes, as well as information or statements contained therein, will not be supplied to the

public in Germany or used in connection with any offer for subscription of the Notes to the public in Germany or any other means of public marketing.

- (g) *Ireland:* The Placement Agent has represented, warranted and agreed that it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the issue of any Notes, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of:
- (i) the Prospectus (Directive 2003/71/EC) Regulations 2005 (as amended) and any Central Bank rules issued and / or in force pursuant to Section 1363 of the Companies Act;
 - (ii) the Companies Act;
 - (iii) the European Union (Markets in Financial Instruments) Regulations 2017 (as amended) and it will conduct itself in accordance with any rules or codes of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank;
 - (iv) Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 and any Central Bank rules issued and / or in force pursuant to Section 1370 of the Companies Act;
 - (v) Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products (PRIIPs); and
 - (vi) the Central Bank Acts 1942 to 2018 (as amended) and any codes of conduct rules made under Section 117(1) of the Central Bank Act 1989.
- (h) *Japan:* The Notes have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended; the "**FIEA**") and the Placement Agent has represented and agreed that none of the Notes nor any interest therein will be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (as defined under Item 5, Paragraph 1, Article 6 of the Foreign Exchange and Foreign Trade Act (Act No. 228 of 1949, as amended)), or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, a resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the FIEA and any other applicable laws, regulations and ministerial guidelines of Japan.
- (i) *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 which are qualified investors (as defined in the Financial Supervision Act (*Wet op het financieel toezicht*) 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.
- 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*".
- (j) *Sweden:* The Placement Agent has confirmed and agreed that it will not, directly or indirectly, offer for subscription or purchase or issue invitations to subscribe for or buy Notes or distribute any draft or final document in relation to any such offer, invitation or sale except in circumstances that will not

result in a requirement to prepare a prospectus pursuant to the provisions of the Swedish Financial Instruments Trading Act (*lag (1991:980) om handel med finansiella instrument*).

- (k) *Switzerland:* This Offering Circular is not intended to constitute an offer or solicitation to purchase or invest in the Notes described herein. The Notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this Offering Circular nor any other offering or marketing material relating to the Notes constitutes a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations or a listing prospectus within the meaning of the listing rules of the SIX Swiss Exchange or any other regulated trading facility in Switzerland or a simplified prospectus or a prospectus as such term is defined in the Swiss Collective Investment Scheme Act, and neither this Offering Circular nor any other offering or marketing material relating to the Notes may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this Offering Circular nor any other offering or marketing material relating to the offering, nor the Issuer nor the Notes have been or will be filed with or approved by any Swiss regulatory authority. The Notes are not subject to the supervision by any Swiss regulatory authority, for example, the Swiss Financial Markets Supervisory Authority, FINMA, and investors in the Notes will not benefit from protection or supervision by such authority.

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 be deemed to have represented and agreed (or in the case of a Definitive Certificate, shall represent and agree) that such person acknowledges that this Offering Circular is personal to it and does not constitute an offer to any other 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 or transferee of Rule 144A Notes represented by a Rule 144A Global Certificate will be deemed to have represented and agreed and each purchaser or transferee of Rule 144A Notes represented by Definitive Certificates will be required to represent and agree, as follows:

1. The purchaser (a) is a QIB, (b) is aware that the sale of such Rule 144A Notes to it is being made in reliance on Rule 144A, (c) is acquiring such Notes for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion, and in a principal amount of not less than €250,000 (save in respect of the Class X Notes and the Class M-2 Subordinated Notes, which shall be in a principal amount of not less than €100,000) for the purchaser and for each such account and (d) will provide notice of the transfer restrictions described herein to any subsequent transferees.
2. The purchaser understands that such Rule 144A Notes have not been and will not be registered under the Securities Act, and may be reoffered, resold or pledged or otherwise transferred only (a)(i) to a person whom the purchaser reasonably believes is a QIB purchasing for its own account or for the account of a QIB as to which the purchaser exercises sole investment discretion in a transaction meeting the requirements of Rule 144A or (ii) to a non-"U.S. person" in an "offshore transaction" complying with Rule 903 or Rule 904 of Regulation S and (b) in accordance with all applicable securities laws including the securities laws of any state of the United States. The purchaser understands that the Issuer has not been registered under the Investment Company Act. The purchaser understands that before any interest in a Rule 144A Note may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Regulation S Notes, the Registrar is required to receive a written certification from the purchaser (in the form provided in the Trust Deed) as to compliance with the transfer restrictions described herein. The purchaser understands and agrees that any purported transfer of the Rule 144A Notes to a purchaser that does not comply with the requirements of this paragraph 2 shall be null and void *ab initio*.
3. The purchaser is not purchasing such Rule 144A Notes with a view toward the resale, distribution or other disposition thereof in violation of the Securities Act. The purchaser understands that an investment in the Rule 144A Notes involves certain risks, including the risk of loss of its entire investment in the Rule 144A Notes under certain circumstances. The purchaser has had access to such financial and other information concerning the Issuer and the Notes as it deemed necessary or appropriate in order to make an informed investment decision with respect to its purchase of the Rule 144A Notes, including an opportunity to ask questions of, and request information from, the Issuer.
4. In connection with the purchase of the Rule 144A Notes: (a) none of the Issuer, the Placement Agent, the Trustee, the Collateral Manager or the Collateral Administrator is acting as a fiduciary or financial or collateral manager for the purchaser; (b) the purchaser is not relying (for purposes of making any

investment decision or otherwise) upon any advice, counsel or representations (whether written or oral) of the Issuer, the Placement Agent, the Trustee, the Collateral Manager or the Collateral Administrator other than in this Offering Circular for such Notes and any representations expressly set forth in a written agreement with such party; (c) none of the Issuer, the Placement Agent, the Trustee, the Collateral Manager or the Collateral Administrator has given to the purchaser (directly or indirectly through any other person) any assurance, guarantee or representation whatsoever as to the expected or projected success, profitability, return, performance, result, effect, consequence or benefit (including legal, regulatory, tax, financial, accounting or otherwise) as to an investment in the Rule 144A Notes; (d) the purchaser has consulted with its own legal, regulatory, tax, business, investment, financial and accounting advisors to the extent it has deemed necessary, and it has made its own investment decisions (including decisions regarding the suitability of any transaction pursuant to the Trust Deed) based upon its own judgment and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, the Placement Agent, the Trustee, the Collateral Manager or the Collateral Administrator; (e) the purchaser has evaluated the rates, prices or amounts and other terms and conditions of the purchase and sale of the 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; (f) the acquisition of the Rule 144A Notes is lawful under the purchaser's jurisdiction of incorporation and jurisdiction in which it operates (if different); and (g) the purchaser is a sophisticated investor.

5. 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 (save in respect of the Class X Notes and the Class M-2 Subordinated Notes, which shall be in a principal amount of not less than €100,000). The purchaser and each such account is acquiring the Rule 144A Notes as principal for its own account for investment and not for sale in connection with any distribution thereof. The purchaser and each such account: (a) was not formed for the specific purpose of investing in the Rule 144A Notes (except when each beneficial owner of the purchaser and each such account is a QP); (b) to the extent the purchaser is a private investment company formed before April 30, 1996, the purchaser has received the necessary consent from its beneficial owners; (c) is not a pension, profit sharing or other retirement trust fund or plan in which the partners, beneficiaries or participants, as applicable, may designate the particular investments to be made; and (d) is not a broker dealer that owns and invests on a discretionary basis less than U.S.\$25,000,000 in securities of unaffiliated issuers. Further, the purchaser agrees with respect to itself and each such account: (x) that it shall not hold such Rule 144A Notes for the benefit of any other person and shall be the sole beneficial owner thereof for all purposes; (y) that it shall not sell participation interests in the Rule 144A Notes or enter into any other arrangement pursuant to which any other person shall be entitled to a beneficial interest in the distributions on the Rule 144A Notes; and (z) that the Rule 144A Notes purchased directly or indirectly by it constitute an investment of no more than 40 per cent. of the purchaser's and each such account's assets (except when each beneficial owner of the purchaser and each such account is a QP). 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 5 will be of no force and effect, will be void *ab initio* and the Issuer will have the right to direct the purchaser to transfer its Rule 144A Notes to a Person who meets the foregoing criteria.
6. (a) With respect to the acquisition, holding and disposition of any Class X Note, 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 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 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 such Notes in violation of the requirements set forth in this paragraph shall be null and void *ab initio* and the acquiror understands that the Issuer will have the right to cause the sale of such Notes to another acquiror that complies with the requirements of this paragraph in accordance with the terms of the Trust Deed.

- (b) With respect to the acquisition, holding and disposition of the Class E Notes, the Class F Notes or the Subordinated Notes in the form of a Rule 144A Global Certificate: (i) it is not, and is not acting on behalf of (and for so long as it holds such Notes or interests therein will not be, and will not be acting on behalf of), a Benefit Plan Investor or Controlling Person (A) unless it receives the written consent of the Issuer, (B) provides an ERISA certificate (substantially in the form of Annex B (*Form of ERISA Certificate*)) to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person and (C) holds such Notes in the form of a Definitive Certificate and in such case provides the Issuer and a Transfer Agent with a duly completed declaration in the form set out in Annex A (*Form of Irish Tax Declaration*) to this Offering Circular, other than in the case where the purchaser is acquiring Class E Notes, Class F Notes or Subordinated Notes on the Issue Date, in which case the purchaser may acquire any such Class E Notes, Class F Notes or Subordinated Notes in the form of a Rule 144A Global Certificate or a Regulation S Global Certificate and (ii) (A) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, and (B) if it is a governmental, church, non-U.S. or other plan, (1) it is not, and for so long as it holds such Notes or interests therein will not be, subject to any Similar Law and (2) its acquisition, holding and disposition of such Notes (or interests therein) will not constitute or result in a violation of any Other Plan Law.
- (c) With respect to the acquisition, holding and disposition of the Class E Notes, the Class F Notes or the Subordinated Notes in the form of a Definitive Certificate (i) (A) whether or not, for so long as it holds such Class E Notes, Class F Notes or Subordinated Notes or interests therein, it is, or is acting on behalf of, a Benefit Plan Investor, (B) whether or not, for so long as it holds such Class E Notes, Class F Notes or Subordinated Notes or interests therein, it is a Controlling Person and (C) that (1) if it is, or is acting on behalf of, a Benefit Plan Investor, its acquisition, holding and disposition of such Class E Notes, Class F Notes or Subordinated Notes (or interests therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code and (2) if it is a governmental, church, non-U.S. or other plan, (x) it is not, and for so long as it holds such Class E Notes, Class F Notes or Subordinated Notes or interests therein will not be, subject to any Similar Law and (y) its acquisition, holding and disposition of such Class E Notes, Class F Notes or Subordinated Notes (or interests therein) will not constitute or result in a violation of any Other Plan Law, (ii) that it agrees to certain transfer restrictions regarding its interest in such Class E Notes, Class F Notes or Subordinated Notes, and (iii) that it will provide a completed ERISA Certificate (substantially in the form of Annex B (*Form of ERISA Certificate*)) to the Issuer and a Transfer Agent.
- (d) Any purported transfer of any Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in clauses (i) and (ii) of sub-sections (b) and (c) of this paragraph 6 or that may otherwise result in 25 per cent. or more of the total value of any class of such Notes to be held by "Benefit Plan Investors" for the purposes of ERISA 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 or Subordinated Notes to another acquiror that complies with the requirements of such clauses (i) and (ii) in accordance with the terms of the Trust Deed.

- (e) The purchaser acknowledges that the Issuer, the Placement Agent, the Trustee, the Collateral Manager and the Collateral Administrator and their Affiliates, and others, will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

- 7. The purchaser understands that pursuant to the terms of the Trust Deed, the Issuer has agreed that the Rule 144A Global Certificates or Rule 144A Definitive Certificates, as applicable, offered in reliance on Rule 144A will bear the legend set forth below, and will be represented by one or more Rule 144A Global Certificates or Rule 144A Definitive Certificates, as applicable. The Rule 144A Global Certificates 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 Trustee and the Transfer Agent 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-U.S. 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 (SAVE IN RESPECT OF THE CLASS X NOTES AND THE CLASS M-2 SUBORDINATED NOTES, WHICH SHALL BE IN A PRINCIPAL AMOUNT OF NOT LESS THAN €100,000) 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 PURPOSES 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. 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, THE TRUSTEE 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.

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 TRUSTEE.

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES, 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 REQUIRED OR 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 THIS NOTE OR INTEREST HEREIN 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 SUBSTANTIALLY 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 THIS NOTE OR ANY INTEREST HEREIN 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 THIS NOTE (OR INTEREST HEREIN) 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 VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER THIS NOTE (OR INTEREST HEREIN) TO AN ACQUIROR ACQUIRING THIS NOTE (OR INTEREST HEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THIS 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 THIS 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, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF RULE 144A GLOBAL NOTES ONLY] [EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE, CLASS F NOTE OR

SUBORDINATED NOTE OR AN INTEREST HEREIN WILL BE REQUIRED OR DEEMED TO REPRESENT, WARRANT AND AGREE THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON (A) UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, (B) PROVIDES AN ERISA CERTIFICATE IN OR SUBSTANTIALLY IN THE FORM SET OUT IN SCHEDULE 6 (*FORM OF ERISA CERTIFICATE*) TO THE TRUST DEED TO A TRANSFER AGENT AND THE ISSUER AS TO (AMONGST OTHER THINGS) ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND (C) HOLDS SUCH NOTE IN THE FORM OF A DEFINITIVE CERTIFICATE AND [IN SUCH CASE PROVIDES THE ISSUER AND A TRANSFER AGENT WITH A DULY COMPLETED DECLARATION IN THE FORM SET OUT IN ANNEX A (*FORM OF IRISH TAX DECLARATION*) TO THE OFFERING CIRCULAR, OTHER THAN IN THE CASE WHERE THE PURCHASER IS ACQUIRING THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE ON THE ISSUE DATE, IN WHICH CASE THE PURCHASER MAY ACQUIRE THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR AN INTEREST HEREIN) IN THE FORM OF A RULE 144A GLOBAL CERTIFICATE OR A REGULATION S GLOBAL CERTIFICATE, AND (2) (A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES 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 OR NON-U.S. 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 SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/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 ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS 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 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 A

CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF ANY CLASS OF SUCH NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA 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 NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR INTEREST THEREIN) 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 OR SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNIZE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**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 OR 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 SUCH CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

THE FAILURE TO PROVIDE THE ISSUER AND THE PRINCIPAL PAYING AGENT WITH THE PROPERLY COMPLETED AND SIGNED TAX CERTIFICATIONS (GENERALLY, IN THE CASE OF U.S. FEDERAL INCOME TAX, AN INTERNAL REVENUE SERVICE FORM W-9 (OR APPLICABLE SUCCESSOR FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR THE APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR APPLICABLE SUCCESSOR 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.

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY] [EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN WILL BE REQUIRED TO REPRESENT, WARRANT AND AGREE IN WRITING TO THE ISSUER (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN, IT IS A CONTROLLING PERSON AND (C) THAT (1) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR AN INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS

AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (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 THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. 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 SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (b) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**"). EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE (AMONGST OTHER THINGS) IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. "**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 ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS 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 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 CLASS E NOTES, CLASS F NOTES OR THE SUBORDINATED NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF ANY CLASS OF SUCH NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA 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 OR 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 OR SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNIZE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES (OR INTERESTS

THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**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 OR 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 SUCH CLASS E NOTE, CLASS F NOTE OR 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] [THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**") FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE OBTAINED BY CONTACTING THE ISSUER AT 3RD FLOOR KILMORE HOUSE, PARK LANE, SPENCER DOCK, DUBLIN 1, IRELAND. THE ISSUER SHALL APPOINT EXTERNAL ACCOUNTANTS TO ASSIST IN THE COMPILATION OF THE RELEVANT INFORMATION AND THE REQUESTING NOTEHOLDER SHALL BE RESPONSIBLE FOR THE FEES INCURRED.]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND THE SUBORDINATED NOTES ONLY] [EACH NOTEHOLDER AND BENEFICIAL OWNER OF A NOTE THAT IS NOT A "UNITED STATES PERSON" (AS DEFINED IN SECTION 7701(A)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING SUCH NOTE OR AN INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT (A) EITHER (I) IT IS NOT A BANK, (II) IT IS A PERSON THAT 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) AFTER GIVING EFFECT TO ITS PURCHASE OF NOTES, IT WILL NOT DIRECTLY OR INDIRECTLY OWN MORE THAN 33-1/3 PER CENT., BY VALUE, OF THE AGGREGATE OF THE NOTES WITHIN SUCH CLASS AND ANY OTHER NOTES THAT ARE RANKED PARI PASSU WITH OR ARE SUBORDINATED TO SUCH NOTES, AND WILL NOT OTHERWISE BE RELATED TO THE ISSUER (WITHIN THE MEANING OF TREASURY REGULATIONS SECTION 1.881-3).]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM REMOVAL AND REPLACEMENT NON-VOTING NOTES OR CM REMOVAL AND REPLACEMENT EXCHANGEABLE 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 ANY VOTES IN RESPECT OF A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM REMOVAL AND REPLACEMENT 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 ANY VOTES IN RESPECT OF A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

AN INVESTMENT IN THIS NOTE 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 OF IRELAND. THE ISSUER IS NOT REGULATED OR AUTHORISED BY THE CENTRAL BANK OF IRELAND BY VIRTUE OF ISSUING THIS NOTE.

8. The purchaser will not, at any time, offer to buy or offer to sell the Notes by any form of general solicitation or advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar medium or broadcast over television or radio or seminar or meeting whose attendees have been invited by general solicitations or advertising.
9. 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.
10. Without limiting the foregoing, by purchasing a Note, each purchaser will acknowledge and agree, among other things, that it understands that the Issuer is not registered as an investment company under the Investment Company Act, and that the Issuer intends to rely on an exception contained in Section 3(c)(7) of the Investment Company Act. Section 3(c)(7) excepts from the definition of "investment company" those issuers that privately place their securities solely to, and whose securities are held solely by, persons who at the time of purchase are "qualified purchasers" or entities owned exclusively by "qualified purchasers" as further described herein.
11. The purchaser or transferee will treat the Issuer and the Notes as described in the "*Tax Considerations—Certain U.S. Federal Income Tax Considerations*" section of the Offering Circular for all U.S. federal, state and local income tax purposes and will take no action inconsistent with such treatment unless required by law.
12. The purchaser or transferee will, in a timely manner, furnish the Issuer or its agents with any tax forms or certifications (including, without limitation, IRS Form W-9, an applicable IRS Form W-8, or any successors to such IRS forms) that the Issuer or its agents may reasonably request (A) to permit the Issuer or its agents to make payments to the purchaser or transferee without, or at a reduced rate of, deduction or withholding, (B) to enable the Issuer or its agents to qualify for a reduced rate of withholding or deduction in any jurisdiction from or through which the Issuer or its agents receive payments, and (C) to enable the Issuer or its agents to satisfy reporting and other obligations under the Code and Treasury Regulations or under any other applicable law, and will update or replace any tax forms or certifications as appropriate or in accordance with their terms or subsequent amendments thereto. Each purchaser or transferee acknowledges that the failure to provide, update or replace any such tax forms or certifications may result in the imposition of withholding or back up withholding upon payments to such purchaser or transferee, or to the Issuer. Amounts withheld from payments to the purchaser or transferee by the Issuer or its agents that are, in their sole judgment, required to be withheld pursuant to applicable tax laws will be treated as having been paid to the purchaser or transferee by the Issuer.
13. The purchaser or transferee will provide the Issuer or its agents with any correct, complete and accurate information and documentation that may be required for the Issuer to comply with FATCA and/or the CRS and to prevent the imposition of U.S. federal withholding tax under FATCA on payments to or for the benefit of the Issuer. In the event the purchaser or transferee fails to provide such information or documentation, or to the extent that its ownership of Notes would otherwise cause the Issuer to be

subject to any tax under FATCA, (A) the Issuer or its agents is authorized to withhold amounts otherwise distributable to the purchaser or transferee as compensation for any amounts withheld from payments to or for the benefit of the Issuer as a result of such failure or such ownership, and (B) to the extent necessary to avoid an adverse effect on the Issuer as a result of such failure or such ownership, the Issuer will have the right to compel the purchaser or transferee to sell its Notes and, if such purchaser or transferee does not sell its Notes within ten Business Days after notice from the Issuer or its agents, the Issuer will have the right to sell such Notes at a public or private sale called and conducted in any manner permitted by law, and to remit the net proceeds of such sale (taking into account any taxes incurred by the Issuer in connection with such sale) to such person as payment in full for such Notes. The Issuer may also assign each such Note a separate ISIN in the Issuer's sole discretion. Each purchaser or transferee agrees that the Issuer, the Trustee or their agents or representatives may (1) provide any information and documentation concerning its investment in its Notes to the Office of the Revenue Commissioners of Ireland, the U.S. Internal Revenue Service and any other relevant tax authority and (2) take such other steps as they deem necessary or helpful to ensure that the Issuer complies with FATCA and/or the CRS.

14. If it is a purchaser or transferee of Class E Notes, Class F Notes or Subordinated Notes and is not a United States Person (as defined in Section 7701(a)(30) of the Code), it represents that either:
 - (a) it is not a bank (within the meaning of Section 881(c)(3)(A) of the Code) or an affiliate of a bank;
 - (b) (x) after giving effect to its purchase of Notes, it will not directly or indirectly own more than 33-1/3 per cent., by value, of the aggregate of the Notes within such Class and any other Notes that are ranked *pari passu* with or are subordinated to such Notes, and will not otherwise be related to the Issuer (within the meaning of Treasury regulations section 1.881-3) and (y) it has not purchased the Notes in whole or in part to avoid any U.S. federal tax liability (including, without limitation, any U.S. withholding tax that would be imposed with respect to payments on the Collateral Debt Obligations if the Collateral Debt Obligations were held directly by the purchaser or transferee); or
 - (c) it has provided an IRS Form W-8ECI representing that all payments received or to be received by it from the Issuer are effectively connected with the conduct of a trade or business in the United States and includible in its gross income.

15. If it is a purchaser or transferee of Subordinated Notes and owns more than 50 per cent. of the Subordinated Notes by value or is otherwise treated as a member of the Issuer's "expanded affiliated group" (as defined in Treasury regulations section 1.1471-5(i) (or any successor provision)), it will (A) confirm that any member of such expanded affiliated group (assuming that the Issuer is a "participating FFI" within the meaning of Treasury regulations section 1.1471-1(b)(91) (or any successor provision)) 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 1.1471-4-1 (or any successor provision), 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 1.1471-4-1 (or any successor provision), in each case except to the extent that the Issuer or its agents have provided the purchaser or transferee with an express waiver of this requirement.
16. No purchaser or transferee of Subordinated Notes will treat any income with respect to its Subordinated Notes as derived in connection with the Issuer's active conduct of a banking, financing, insurance, or other similar business for purposes of Section 954(h)(2) of the Code.
17. 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.
18. By acquiring the Notes, the Placement Agent and its Affiliates along with each holder of the Notes will be deemed to have acknowledged the existence of such potential and actual conflicts of interest and, to the fullest extent permitted by applicable law, to have waived any claims with respect to the existence of such conflicts of interest.
19. The purchaser understands and acknowledges that the Issuer may receive a list of participants holding positions in its securities from one or more book-entry depositories.

Regulation S Notes

Each purchaser or transferee of Regulation S Notes will be deemed to have made the representations (or in the case of a Definitive Certificate, shall make the representations) set forth in paragraph 3, 4, 6, 8 and 10 through 19 (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:

1. The purchaser is located outside the United States and is not a U.S. Person.
2. 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 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.

3. 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-U.S. 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 PURPOSES 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. 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, THE TRUSTEE 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.

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 TRUSTEE.

[*LEGEND TO BE INCLUDED IN RELATION TO THE CLASS X NOTES, 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 REQUIRED OR 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 THIS NOTE OR INTEREST HEREIN 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 SUBSTANTIALLY 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 THIS NOTE OR ANY INTEREST HEREIN 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 THIS NOTE (OR INTEREST HEREIN) 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 VIOLATION OF ANY OTHER PLAN LAW, AND (II) IT WILL NOT SELL OR TRANSFER THIS NOTE (OR INTEREST HEREIN) TO AN ACQUIROR ACQUIRING THIS NOTE (OR INTEREST HEREIN) UNLESS THE ACQUIROR MAKES THE FOREGOING REPRESENTATIONS, WARRANTIES AND AGREEMENTS DESCRIBED IN CLAUSE (I) HEREOF. ANY PURPORTED TRANSFER OF THIS 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 THIS 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, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF REGULATION S GLOBAL NOTES ONLY*] [EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN WILL BE REQUIRED OR DEEMED TO REPRESENT, WARRANT AND AGREE THAT (1) IT IS NOT, AND IS NOT ACTING ON BEHALF OF (AND FOR SO LONG AS IT HOLDS THIS NOTE OR INTEREST HEREIN WILL NOT BE, AND WILL NOT BE ACTING ON BEHALF OF), A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON (A) UNLESS SUCH PURCHASER OR TRANSFEREE RECEIVES THE WRITTEN CONSENT OF THE ISSUER, (B) PROVIDES AN ERISA CERTIFICATE IN OR SUBSTANTIALLY IN THE FORM SET OUT IN SCHEDULE 6 (*FORM OF ERISA CERTIFICATE*) TO THE TRUST DEED TO A TRANSFER AGENT AND THE ISSUER AS TO (AMONGST OTHER THINGS) ITS STATUS AS A BENEFIT PLAN INVESTOR OR CONTROLLING PERSON AND (C) HOLDS SUCH NOTE IN THE FORM OF A DEFINITIVE CERTIFICATE AND [IN SUCH CASE PROVIDES THE ISSUER AND A TRANSFER AGENT WITH A DULY COMPLETED DECLARATION IN THE FORM SET OUT IN ANNEX A (*FORM OF IRISH TAX DECLARATION*) TO THE OFFERING CIRCULAR, OTHER THAN IN THE CASE WHERE THE PURCHASER IS ACQUIRING THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE ON THE ISSUE DATE, IN WHICH CASE THE PURCHASER MAY ACQUIRE THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR AN INTEREST HEREIN) IN THE FORM OF A RULE 144A GLOBAL CERTIFICATE OR A REGULATION S GLOBAL

CERTIFICATE, AND (2) (A) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES 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 OR NON-U.S. 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 SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (II) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/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 ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS 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 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 A CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF ANY CLASS OF SUCH NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA 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 NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR INTEREST THEREIN) 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 OR SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNIZE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF

ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**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 OR 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 SUCH CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE, OR MAY SELL SUCH INTEREST ON BEHALF OF SUCH OWNER.

THE FAILURE TO PROVIDE THE ISSUER AND THE PRINCIPAL PAYING AGENT WITH THE PROPERLY COMPLETED AND SIGNED TAX CERTIFICATIONS (GENERALLY, IN THE CASE OF U.S. FEDERAL INCOME TAX, AN INTERNAL REVENUE SERVICE FORM W-9 (OR APPLICABLE SUCCESSOR FORM) IN THE CASE OF A PERSON THAT IS A "UNITED STATES PERSON" WITHIN THE MEANING OF SECTION 7701(a)(30) OF THE CODE OR THE APPROPRIATE INTERNAL REVENUE SERVICE FORM W-8 (OR APPLICABLE SUCCESSOR 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.

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, THE CLASS F NOTES AND THE SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES ONLY] [EACH PURCHASER OR TRANSFEREE OF THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN WILL BE REQUIRED TO REPRESENT, WARRANT AND AGREE IN WRITING TO THE ISSUER (A) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN, IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, (B) WHETHER OR NOT, FOR SO LONG AS IT HOLDS THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR AN INTEREST HEREIN), IT IS A CONTROLLING PERSON AND (C) THAT (1) IF IT IS, OR IS ACTING ON BEHALF OF, A BENEFIT PLAN INVESTOR, ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE UNITED STATES EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") OR SECTION 4975 OF THE UNITED STATES INTERNAL REVENUE CODE OF 1986, AS AMENDED (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 THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE OR AN INTEREST HEREIN IT WILL NOT BE, SUBJECT TO ANY FEDERAL, STATE, LOCAL OR NON-U.S. 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 SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**SIMILAR LAW**"), AND (b) ITS ACQUISITION, HOLDING AND DISPOSITION OF THIS CLASS E NOTE, CLASS F NOTE OR SUBORDINATED NOTE (OR AN INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A VIOLATION OF ANY STATE, LOCAL, OTHER FEDERAL OR NON-U.S. LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO THE PROHIBITED TRANSACTION PROVISIONS OF SECTION 406 OF ERISA AND/OR SECTION 4975 OF THE CODE ("**OTHER PLAN LAW**").

EACH PURCHASER OR SUBSEQUENT TRANSFEREE, AS APPLICABLE, OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES IN THE FORM OF DEFINITIVE CERTIFICATES WILL BE REQUIRED TO COMPLETE AN ERISA CERTIFICATE (AMONGST OTHER THINGS) IDENTIFYING ITS STATUS AS A BENEFIT PLAN INVESTOR OR A CONTROLLING PERSON. "**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 ERISA) THAT IS SUBJECT TO THE FIDUCIARY RESPONSIBILITY PROVISIONS 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 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 CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES IN VIOLATION OF THE REQUIREMENTS SET FORTH IN THIS PARAGRAPH OR THAT MAY OTHERWISE RESULT IN 25 PER CENT. OR MORE OF THE TOTAL VALUE OF ANY CLASS OF SUCH NOTES TO BE HELD BY BENEFIT PLAN INVESTORS FOR THE PURPOSES OF ERISA 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 OR 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 OR SUBORDINATED NOTE OR ANY INTEREST THEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNIZE ANY SUCH TRANSFER, IF IT WOULD CAUSE 25 PER CENT. OR MORE OF THE TOTAL VALUE OF CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES (DETERMINED SEPARATELY BY CLASS) TO BE HELD BY BENEFIT PLAN INVESTORS, DISREGARDING CLASS E NOTES, CLASS F NOTES AND SUBORDINATED NOTES (OR INTERESTS THEREIN) HELD BY CONTROLLING PERSONS, AS DETERMINED FOR THE PURPOSES OF ERISA AND THE U.S. DEPARTMENT OF LABOR REGULATIONS THEREUNDER ("**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 OR 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 SUCH CLASS E NOTE, CLASS F NOTE OR 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] [THIS NOTE HAS BEEN ISSUED WITH ORIGINAL ISSUE DISCOUNT ("**OID**") FOR UNITED STATES FEDERAL INCOME TAX PURPOSES. THE ISSUE PRICE, AMOUNT OF OID, ISSUE DATE AND YIELD TO MATURITY OF THIS NOTE MAY BE

OBTAINED BY CONTACTING THE ISSUER AT 3RD FLOOR KILMORE HOUSE, PARK LANE, SPENCER DOCK, DUBLIN 1, IRELAND. THE ISSUER SHALL APPOINT EXTERNAL ACCOUNTANTS TO ASSIST IN THE COMPILATION OF THE RELEVANT INFORMATION AND THE REQUESTING NOTEHOLDER SHALL BE RESPONSIBLE FOR THE FEES INCURRED.]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS E NOTES, CLASS F NOTES AND THE SUBORDINATED NOTES ONLY] [EACH NOTEHOLDER AND BENEFICIAL OWNER OF A NOTE THAT IS NOT A "UNITED STATES PERSON" (AS DEFINED IN SECTION 7701(A)(30) OF THE CODE) WILL MAKE, OR BY ACQUIRING SUCH NOTE OR AN INTEREST THEREIN WILL BE DEEMED TO MAKE, A REPRESENTATION TO THE EFFECT THAT (A) EITHER (I) IT IS NOT A BANK, (II) IT IS A PERSON THAT 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) AFTER GIVING EFFECT TO ITS PURCHASE OF NOTES, IT WILL NOT DIRECTLY OR INDIRECTLY OWN MORE THAN 33-1/3 PER CENT., BY VALUE, OF THE AGGREGATE OF THE NOTES WITHIN SUCH CLASS AND ANY OTHER NOTES THAT ARE RANKED PARI PASSU WITH OR ARE SUBORDINATED TO SUCH NOTES, AND WILL NOT OTHERWISE BE RELATED TO THE ISSUER (WITHIN THE MEANING OF TREASURY REGULATIONS SECTION 1.881-3).]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM REMOVAL AND REPLACEMENT NON-VOTING NOTES OR CM REMOVAL AND REPLACEMENT EXCHANGEABLE 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 ANY VOTES IN RESPECT OF A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

[LEGEND TO BE INCLUDED IN RELATION TO THE CLASS A NOTES, CLASS B NOTES, CLASS C NOTES AND CLASS D NOTES IN THE FORM OF CM REMOVAL AND REPLACEMENT 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 ANY VOTES IN RESPECT OF A CM REMOVAL RESOLUTION OR A CM REPLACEMENT RESOLUTION.]

AN INVESTMENT IN THIS NOTE 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 OF IRELAND. THE ISSUER IS NOT REGULATED OR AUTHORISED BY THE CENTRAL BANK OF IRELAND BY VIRTUE OF ISSUING THIS NOTE.

4. The purchaser acknowledges that the Issuer, the Placement Agent, the Retention Holder, the Trustee, the Collateral Manager or the Collateral Administrator and their Affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.
5. 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.

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.

GENERAL INFORMATION

Clearing Systems

The Notes of each Class have been accepted for clearance through Euroclear and Clearstream, Luxembourg. The Common Code and International Securities Identification Number ("**ISIN**") for the Notes of each Class:

	Regulation S Notes		Rule 144A Notes	
	ISIN	Common Code	ISIN	Common Code
Class X Notes	XS1989821308	198982130	XS1989821563	198982156
Class A CM Removal and Replacement Voting Notes	XS1989821720	198982172	XS1989821480	198982148
Class A CM Removal and Replacement Exchangeable Non-Voting Notes	XS1989822454	198982245	XS1989822025	198982202
Class A CM Removal and Replacement Non-Voting Notes	XS1989821993	198982199	XS1989821647	198982164
Class B-1 CM Removal and Replacement Voting Notes	XS1989822538	198982253	XS1989822298	198982229
Class B-1 CM Removal and Replacement Exchangeable Non-Voting Notes	XS1989822967	198982296	XS1989822611	198982261
Class B-1 CM Removal and Replacement Non-Voting Notes	XS1989822702	198982270	XS1989822371	198982237
Class B-2 CM Removal and Replacement Voting Notes	XS1989823189	198982318	XS1989822884	198982288
Class B-2 CM Removal and Replacement Exchangeable Non-Voting Notes	XS1989823692	198982369	XS1989823346	198982334
Class B-2 CM Removal and Replacement Non-Voting Notes	XS1989823262	198982326	XS1989823007	198982300
Class C CM Removal and Replacement Voting Notes	XS1989823858	198982385	XS1989823429	198982342
Class C CM Removal and Replacement Exchangeable Non-Voting Notes	XS1989824237	198982423	XS1989824070	198982407
Class C CM Removal and Replacement Non-Voting Notes	XS1989823932	198982393	XS1989823775	198982377
Class D CM Removal and Replacement Voting Notes	XS1989824401	198982440	XS1989824153	198982415
Class D CM Removal and Replacement Exchangeable Non-Voting Notes	XS1989825044	198982504	XS1989824666	198982466
Class D CM Removal and Replacement Non-Voting Notes	XS1989824583	198982458	XS1989824310	198982431
Class E Notes	XS1989824740	198982474	XS1989824823	198982482
Class F Notes	XS1989825473	198982547	XS1989825127	198982512
Class M-1 Subordinated Notes	XS1989825390	198982539	XS1989825713	198982571
Class M-2 Subordinated Notes	XS1989825556	198982555	XS1989825630	198982563

Listing

This Offering Circular does not constitute a prospectus for the purposes of the Prospectus Directive. The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Directive. Application has been made to Euronext Dublin for the Notes to be admitted to the Official List and trading on the Global Exchange Market, which is the exchange regulated

market of Euronext Dublin. The Global Exchange Market is not a regulated market for the purposes of MiFID II. References in this Offering Circular to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to the Official List. There can be no assurance that any such approval will be granted or, if granted, that such listing and admission to trading will be maintained. This Offering Circular will constitute listing particulars for the purpose of such listing application.

Legal Entity Identifier (LEI)

The Issuer's LEI is 635400URG3IUW6R6W254.

Unique Identifier

The unique identifier assigned by the Issuer for the purposes of the Securitisation Regulation to the transaction contemplated by this Offering Circular is 635400URG3IUW6R6W254N201901.

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 was authorised by resolutions of the board of Directors of the Issuer passed on or about 17 June 2019.

No Significant or Material Change

There has been no significant change in the financial or trading position or prospects of the Issuer since its incorporation on 27 April 2018 and there has been no material adverse change in the financial position or prospects of the Issuer since its incorporation on 27 April 2018.

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.

Accounts

Since the date of its incorporation, other than entering into certain documentation which has now been terminated, without any net assets or liabilities for the Issuer relating to a transaction which did not proceed, the Issuer has not commenced operations other than in respect of entering into the warehouse agreements 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 offices of the Transfer Agents during normal business hours. The first financial statements of the Issuer will be in respect of the period from incorporation to 31 December 2018. 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 Event of Default or Potential 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 paragraph (h) and (i) below, will be available for collection free of charge) at the specified offices of the Principal Paying

Agent and Transfer Agents and at the registered office 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) the Corporate Services Agreement;
- (f) this Offering Circular;
- (g) each Monthly Report;
- (h) each Payment Date Report;
- (i) the Risk Retention Letter; and
- (j) the Irish Security Agreement.

Drafts of the documents set out above at paragraphs (b) to (f), (i) and (j), in substantially agreed form shall be available before pricing of the Notes via the Reporting Website or by such other method of dissemination as is required by the Securitisation Regulation (as instructed by the Issuer or the Collateral Manager on its behalf) and copies of the final form of such documents (which may be subject to change since the date of pricing) shall be available on such website as of the Issue Date to investors and competent authorities and, upon request, potential investors.

Enforceability of Judgments

The Issuer is a designated activity company incorporated under the laws of Ireland. None of the Directors or 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 may be located outside of the United States at any time. 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 met:

- (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. It remains to be determined whether final judgment given in default of appearance is final and conclusive.

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;
- (d) the judgment is contrary to Irish public policy or involves certain United States laws which will not be enforced in Ireland;
- (e) jurisdiction cannot be obtained by the Irish courts over the judgment debtors in the enforcement proceedings by personal service in Ireland or outside Ireland under Order 11 of the Superior Courts Rules;
- (f) there is no practical benefit to the party in whose favour the foreign judgment is made in seeking to have that judgment enforced in Ireland;
- (g) the judgment is inconsistent with a judgment of the courts of Ireland in relation to the same matter; or
- (h) enforcement proceedings are not instituted in Ireland within six years of the date of the judgment.

Listing Agent

Matheson is acting solely in its capacity as listing agent for the Issuer in connection with the Notes and is not itself seeking admission of the Notes to the Official List of Euronext Dublin or to trading on the Global Exchange Market of Euronext Dublin.

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ANNEX A

FORM OF IRISH TAX DECLARATION

Interest on Quoted Eurobonds

Declaration of residence outside Ireland for the purposes of

Section 64(7) Taxes Consolidation Act 1997¹

Before completing this declaration, please consult the notes overleaf in relation to residence.

Declaration on own behalf

I/we/the company* declare that I am/we are/the company* is beneficially entitled to the interest in respect of which this declaration is made and that

- I am/we are/the company is* not resident in Ireland, and
- Should I/we/the company* become resident in Ireland I will/we will* so inform you, in writing, accordingly.

*Delete as appropriate

Declaration on behalf of beneficial owner²

I/we/the company* being the person to whom the interest is payable declare:

- That the person(s) named below is/are beneficially entitled to the interest to which this declaration refers;
- That the person(s) who is/are beneficially entitled to the interest is/are not resident in Ireland; and,
- I/we/the company* will inform you in writing if I/we/the company* become aware that the beneficial owner(s) of the interest becomes resident in Ireland.

*Delete as appropriate

Name and address of beneficial owner: _____

Country of residence: _____

Name and address of the person to whom the interest is payable on behalf of the beneficial

owner, (where applicable): _____

³Signature of declarer: _____ ⁴Capacity _____

IMPORTANT NOTES

This is a Revenue authorised declaration. It is subject to inspection by Revenue. It is an offence to make a false declaration.

1. This declaration must be made to the "relevant person". (See overleaf for definition)
2. This section applies where the interest is paid to a nominee, agent or trustee on behalf of the beneficial owner.
3. This declaration must be signed by either the beneficial owner or the person to whom the interest is payable on behalf of the beneficial owner. In the case of a company the declaration must be signed by the company secretary or other such authorised officer. Where the declaration is signed under power of attorney, a copy of the power of attorney must be furnished in support of the signature.
4. State whether you are signing as beneficial owner or as the person to whom the interest is payable on behalf of the beneficial owner.

A relevant person is:

- (a) the person by or through whom the interest is paid, or
- (b) a banker or any other person in the State who receives or obtains payment of Eurobond interest for another person by means of presenting coupons, or
- (c) a bank in the state which sells or otherwise realises coupons and pays over the proceeds to another person or carries them into an account for another person, or
- (d) a dealer in coupons who purchases coupons.

Residence - Individual

An individual will be regarded as being resident in Ireland for a tax year if s/he:

- 1) spends 183 days or more in the State in that tax year;
- 2) has a combined presence of 280 days in the State, taking into account the number of days spent in the State in that tax year together with the number of days spent in the State in the preceding year.

Presence in a tax year by an individual of not more than 30 days in the State will not be reckoned for the purpose of applying the two-year test. Presence in the State for a day means the personal presence of an individual at the end of the day (midnight). From 1 January 2009, presence in the State for a day means the personal presence of an individual at any time during the day.

Residence – Company

A company which has its central management and control in Ireland (the "**State**") is resident in the State irrespective of where it is incorporated. A company which does not have its central management and control in Ireland but which is incorporated in the State is resident in the State except where: -

- the company or a related company carries on a trade in the State, and either the company is ultimately controlled by persons resident in EU Member States or countries with which the Republic of Ireland has a double taxation treaty, or the company or a related company are quoted companies on a recognised Stock Exchange in the EU or in a tax treaty country, or
- the company is regarded as not resident in the State under a double taxation treaty between the Republic of Ireland and another country.

It should be noted that the determination of a company's residence for tax purposes can be complex in certain cases and declarants are referred to the specific legislative provisions which are contained in section 23A Taxes Consolidation Act, 1997.

ANNEX B

FORM OF ERISA CERTIFICATE

The purpose of this ERISA Certificate (this **Certificate**) is, among other things, to (a) endeavour to ensure that less than 25% of the total value of [Class E Notes, Class F Notes and Subordinated Notes] (determined separately by class) issued by Voya Euro CLO II Designated Activity Company (the **Issuer**) is held by (i) an employee benefit plan that is subject to the fiduciary responsibility provisions of Title I of the United States Employee Retirement Income Security Act of 1974, as amended (**ERISA**), (ii) a plan that is subject to Section 4975 of the United States Internal Revenue Code of 1986, as amended (the **Code**) or (iii) 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**), (b) obtain from you certain representations and agreements and (c) provide you with certain related information with respect to your acquisition, holding or disposition of [Class E Notes, Class F Notes and 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.

By checking a box, you are representing, warranting and agreeing as to your status for so long as you hold a [Class E Note, Class F Note or Subordinated Note] or interest therein. If a box is not checked, you are representing, warranting 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: (a) tax qualified retirement plans such as pension, profit sharing and section 401(k) plans, (b) welfare benefit plans such as accident, life and medical plans, (c) individual retirement accounts or "IRAs" and "Keogh" plans and (d) 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: (a) an insurance company separate account, (b) a bank collective trust fund and (c) a hedge fund or other private investment vehicle where 25% 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: ____%.

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% OF THE TOTAL VALUE OF ANY OF [CLASS E NOTES, CLASS F NOTES OR SUBORDINATED NOTES], 100% 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 [Class E Notes, Class F Notes or Subordinated Notes] or an interest in such Notes with funds from our or their general account (ie 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% test under the Plan Asset Regulations: ____%. IF YOU DO NOT INCLUDE ANY PERCENTAGE IN THE BLANK SPACE, YOU WILL BE COUNTED AS IF YOU FILLED IN 100% 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 and a Transfer Agent 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 [Class E Notes, Class F Notes or Subordinated Notes] (or any interest therein) 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 or non-U.S. 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 substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code, and (b) our acquisition, holding and disposition of [Class E Notes, Class F Notes or Subordinated Notes] (or any interest therein) will not constitute or result in a violation of any federal, state, local or non-U.S. law or regulation that is substantially similar to the prohibited transaction provisions of Section 406 of ERISA and/or Section 4975 of the Code.

7. ☐ Controlling Person

We are, or we are acting on behalf of any of:

- (a) the Trustee,
- (b) the Collateral Manager,
- (c) any person that has discretionary authority or control with respect to the assets of the Issuer,

- (d) any person who provides investment advice for a fee (direct or indirect) with respect to such assets or
- (e) 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% of the total value of [Class E Notes, Class F Notes and Subordinated Notes] (determined separately by class), [the Class E Notes, the Class F Notes and the Subordinated Notes] held by Controlling Persons (other than Benefit Plan Investors) are required to be disregarded.

Compelled Disposition

We acknowledge and agree that:

- (a) 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% Limitation, the Issuer may, (or upon notice from a Transfer Agent if the Transfer Agent makes the determination (who, in each case, agree to notify the Issuer of such discovery (if any)) send notice to us demanding that we transfer our [Class E Notes, Class F Notes or Subordinated Notes] or our interests therein to a person that is not a Non-Permitted ERISA Holder within ten calendar days after the date of such notice;
- (b) if we fail to transfer our [Class E Notes, Class F Notes or Subordinated Notes] or our interests therein, the Issuer shall have the right, without further notice to us, to sell our [Class E Notes, Class F Notes or Subordinated Notes] or our interest in the [Class E Notes, Class F Notes or 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;
- (c) 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 [Class E Notes, Class F Notes or 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;
- (d) by our acceptance of [Class E Notes, Class F Notes or Subordinated Notes] or any interest therein, we agree to co-operate with the Issuer to effect such transfers;
- (e) the proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to us; and
- (f) the terms and conditions of any sale under this subsection 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.

8. Required Notification and Agreement

We hereby agree that we (a) will promptly inform the Issuer of any change in the information provided herein, (b) will inform the Issuer and a Transfer Agent of any proposed transfer by us of all or any portion of [Class E Notes, Class F Notes or the Subordinated Notes] (or any interest therein) and (c) will not initiate any such transfer after we have been informed by the Issuer or a Transfer Agent in writing that such transfer would cause the 25% Limitation to be exceeded. We hereby agree and

acknowledge that after a Transfer Agent effects any permitted transfer of [Class E Notes, Class F Notes or Subordinated Notes] (or any interest therein) owned by us to a Benefit Plan Investor or a Controlling Person or receives notice of any such permitted change of status, the Issuer and a Transfer Agent shall include such [Class E Notes, Class F Notes or Subordinated Notes] in future calculations of the 25% Limitation made pursuant hereto unless subsequently notified that such [Class E Notes, Class F Notes or Subordinated Notes] (or such portion), as applicable, would no longer be deemed to be held by Benefit Plan Investors or Controlling Persons.

9. 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 [Class E Notes, Class F Notes or Subordinated Notes]. We understand and agree that the information supplied in this Certificate will be used and relied upon by the Issuer and each Transfer Agent to determine that Benefit Plan Investors own or hold less than 25% of the total value of [Class E Notes, Class F Notes or Subordinated Notes] (determined separately by class) upon any subsequent transfer of [Class E Notes, Class F Notes or Subordinated Notes] in accordance with the Trust Deed.

10. Further Acknowledgement and Agreement

We acknowledge and agree that (a) all of the representations, warranties and assurances contained in this Certificate are for the benefit of the Issuer, the Trustee, Credit Suisse Securities (Europe) Limited and the Collateral Manager as third party beneficiaries hereof, (b) copies of this Certificate and any information contained herein may be provided to the Issuer, the Trustee, Credit Suisse Securities (Europe) Limited, 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 (c) any acquisition or transfer of [Class E Notes, Class F Notes or Subordinated Notes] (or any interest therein) 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.

11. Future Transfer Requirements

Transferee Letter and its Delivery

We acknowledge and agree that we may not transfer any [Class E Notes, Class F Notes or Subordinated Notes] (or any interest therein) to any person unless the Issuer and a Transfer Agent have received a certificate substantially in the form of this Certificate and in certain cases, obtain the consent of the Issuer (as described in the Trust Deed). 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 Trustee is as follows:

U.S. Bank National Association (in its capacity as Registrar and Transfer Agent)
One Federal Street
3rd Floor
Boston, MA 02110
United States of America

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]

REGISTERED OFFICE OF THE ISSUER

Voya Euro CLO II Designated Activity Company
3rd Floor, Kilmore House
Park Lane, Spencer Dock
Dublin 1, Ireland

COLLATERAL MANAGER

Voya Alternative Asset Management LLC
7337 East Doubletree Ranch Road, Suite 100
Scottsdale, Arizona
USA 85258

COLLATERAL ADMINISTRATOR

U.S. Bank National Association
One Federal Street, 3rd Floor
Boston
Massachusetts 02110
USA

TRUSTEE

U.S. Bank National Association
One Federal Street, 3rd Floor
Boston
Massachusetts 02110
USA

**CALCULATION AGENT AND INFORMATION
AGENT**

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Fifth Floor
London EC2N 1AR
United Kingdom

REGISTRAR AND TRANSFER AGENT

U.S. Bank National Association
One Federal Street, 3rd Floor
Boston
Massachusetts 02110
USA

IRISH LISTING AGENT

Matheson
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Dublin 2
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**ACCOUNT BANK, CUSTODIAN AND
PRINCIPAL PAYING AGENT**

Elavon Financial Services DAC
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