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 U.S. TO ANY PERSON UNLESS SUCH PERSON IS BOTH A "QUALIFIED INSTITUTIONAL BUYER" ("**QIB**") (AS DEFINED IN RULE 144A ("**RULE 144A**") UNDER THE UNITED STATES 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 UNITED STATES 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 U.S. 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) ("**U.S. Persons**"), 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.

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 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; and (3) you consent to delivery of the document by electronic transmission.

The document has been sent to you in the belief that you are: (a) a person 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 (as amended) 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 (b) a person to whom the document can be sent lawfully in accordance with all other applicable securities laws (including any legal entity which is a "qualified investor" as such term is defined in Regulation (EU) 2017/1129. 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 Credit Suisse

Securities (Europe) Limited, BlackRock European CLO IX Designated Activity Company or BlackRock Investment Management (UK) Limited (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 U.S. 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 U.S. or to or for the account or benefit of any U.S. Person unless registered under the Securities Act or pursuant to an exemption from such registration.

BLACKROCK EUROPEAN CLO IX DESIGNATED ACTIVITY COMPANY

(*a designated activity company limited by shares incorporated under the laws of Ireland with registered number 635584 and having its registered office in Ireland*)

€250,000,000 Class A Senior Secured Floating Rate Notes due 2032
€40,000,000 Class B Senior Secured Floating Rate Notes due 2032
€28,000,000 Class C Senior Secured Deferrable Floating Rate Notes due 2032
€22,000,000 Class D Senior Secured Deferrable Floating Rate Notes due 2032
€22,000,000 Class E Senior Secured Deferrable Floating Rate Notes due 2032
€10,000,000 Class F Senior Secured Deferrable Floating Rate Notes due 2032
€35,000,000 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 BlackRock Investment Management (UK) Limited (the "**Collateral Manager**", which term shall include its permitted successors and assigns) pursuant to the terms of a collateral management agreement dated 29 November 2019 (the "**Issue Date**") and made between, amongst others, the Issuer, U.S. Bank Trustees Limited as trustee (the "**Trustee**") and the Collateral Manager (the "**Collateral Management Agreement**").

BlackRock European CLO IX Designated Activity Company (the "**Issuer**") will issue €250,000,000 Class A Senior Secured Floating Rate Notes due 2032 (the "**Class A Notes**"), €40,000,000 Class B Senior Secured Floating Rate Notes due 2032 (the "**Class B Notes**"), €28,000,000 Class C Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class C Notes**"), €22,000,000 Class D Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class D Notes**"), €22,000,000 Class E Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class E Notes**"), €10,000,000 Class F Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class F Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**") and €35,000,000 Subordinated Notes due 2032 (the "**Subordinated Notes**" and together with the Rated Notes, the "**Notes**"). The Notes will be issued pursuant to a trust deed dated the Issue Date and made between, amongst 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 March, 15 June, 15 September and 15 December 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 March and 15 September (where the Payment Date (as defined herein) immediately prior to the occurrence of the relevant Frequency Switch Event falls in either March or September); or (B) 15 June and 15 December (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either June or December), in each year, commencing on 15 September 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 6 of Regulation (EU) 2017/1129 (as amended or superseded) (the "**Prospectus Regulation**"). The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Regulation.

Application has been made to Euronext Dublin for the approval of this Offering Circular as listing particulars and for the Notes to be admitted to the Official List and trading on the Global Exchange Market of Euronext Dublin (the "**Global Exchange Market**"). The Global Exchange Market is not a regulated market for the purposes of MiFID II (as defined herein).

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 S&P Global Ratings Europe Limited ("**S&P**") and Fitch Ratings Limited ("**Fitch**" and, together with S&P, the "**Rating Agencies**", and each, a "**Rating Agency**"): the Class A Notes: "AAA (sf)" from S&P and "AAAsf" from Fitch; the Class B Notes: "AA (sf)" from S&P and "AAsf" from Fitch; the Class C Notes: "A (sf)" from S&P and "Asf" from Fitch; the Class D Notes: "BBB (sf)" from S&P and "BBB-sf" from Fitch; the Class E Notes: "BB- (sf)" from S&P and "BB-sf" from Fitch; and the Class F Notes: "B- (sf)" from S&P and "B-sf" from Fitch. The Subordinated Notes will not be rated.

The Notes have not been registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") and will be offered only: (a) outside the U.S. to persons that are not "U.S. persons" (as such term is defined in Regulation S under the Securities Act ("**Regulation S**")); and (b)(i) within the U.S. to persons; and (ii) outside the U.S. to U.S. Persons, in each case, who are both "qualified institutional buyers" (as defined in Rule 144A in reliance on Rule 144A and "qualified purchasers" for the purposes of Section 3(c)(7) of the U.S. 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 further "*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 Credit Suisse Securities (Europe) Limited in its capacity as sole arranger (the "**Sole Arranger**") and initial purchaser (the "**Initial Purchaser**") of the offering of such Notes subject to prior sale, when, as and if delivered to and accepted by the Initial Purchaser, and to certain conditions. It is expected that delivery of the Notes will be made on or about the Issue Date. The Initial Purchaser may offer the Notes at prices as may be negotiated at the time of sale which may vary among different purchasers.

Credit Suisse Securities (Europe) Limited

Sole Arranger and Initial Purchaser

The date of this Offering Circular is 28 November 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" 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 sections of this document headed "Risk Factors—Risk Retention and Due Diligence Requirements—Originator Specific Obligations in relation to the Securitisation Regulation" and "The Retention Holder and EU Retention Requirements—Originator Specific Obligations in relation to the Securitisation Regulation" each in respect of the third sentence under the second paragraph only, "The Retention Holder and EU Retention Requirements—Description of the Retention Holder", "The Retention Holder and EU Retention Requirements—Origination" and "The Retention Holder and EU Retention Requirements—Retention Holder Credit Granting" in respect of the third paragraph only. 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" 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 sections of this document headed "Risk Factors—Risk Retention and Due Diligence Requirements—Originator Specific Obligations in relation to the Securitisation Regulation" and "The Retention Holder and EU Retention Requirements—Originator Specific Obligations in relation to the Securitisation Regulation" each in respect of the third sentence under the second paragraph only, "The Retention Holder and EU Retention Requirements—Description of the Retention Holder", "The Retention Holder and EU Retention Requirements—Origination" and "The Retention Holder and EU Retention Requirements—Retention Holder Credit Granting" in respect of the third paragraph only, 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 Initial Purchaser, the Sole Arranger, 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" 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 sections headed "Risk Factors—Risk Retention and Due Diligence Requirements—Originator Specific Obligations in relation to the Securitisation Regulation" and "The Retention Holder and EU Retention Requirements—Originator Specific Obligations in relation to the Securitisation Regulation" each in respect of the third sentence under the second paragraph only,"The Retention Holder and EU Retention Requirements—Description of the Retention Holder", "The Retention Holder and EU Retention Requirements—Origination" and "The Retention Holder and EU Retention Requirements—Retention Holder Credit Granting" in respect of the third paragraph only) 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 Initial Purchaser, the Sole Arranger, 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 Initial Purchaser, the Sole Arranger, 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 Initial

Purchaser, the Sole Arranger, 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.

This Offering Circular does not constitute an offer of, or an invitation by or on behalf of, the Issuer, the Initial Purchaser, the Sole Arranger, the Collateral Manager, the Retention Holder, the Collateral Administrator or 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 Initial Purchaser 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 further "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 2016/97/EU 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 Initial Purchaser, the Sole Arranger, the Trustee, the Collateral Manager, the Retention Holder or the Collateral Administrator. The delivery of this Offering Circular at any time does not imply that the information contained in it is correct as at any time subsequent to its date. In making an investment decision, investors must rely on their own examination of the terms of this offering, including the merits and risks involved. The contents of this Offering Circular should not be construed as providing legal, business, accounting or tax advice. Each prospective investor should consult its own legal, business, accounting and tax advisers prior to making a decision to invest in the Notes.

The Sole Arranger and Initial Purchaser shall not be responsible for, any matter which is the subject of, any statement, representation, warranty or covenant of the Issuer contained in the Notes or any of the Transaction Documents, or any other agreement or document relating to the Notes or any Transaction Document, or for the execution, legality, effectiveness, adequacy, genuineness, validity, enforceability or admissibility in evidence thereof.

Each of S&P Global Ratings Europe Limited and Fitch Ratings Limited are established in the European Union and are registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**").

Prior to the Issue Date (including prior to the date that the transaction described in this Offering Circular was priced), drafts of certain Transaction Documents for the transaction in substantially agreed form (being the Trust Deed, the Agency Agreement, the Collateral Management Agreement, the Irish Security Agreement, any Hedge Agreements, the Risk Retention Letter, the Conditional Sale Agreement and any Deed of Charge) and a preliminary version of this Offering Circular were made available for the purposes of satisfying Articles 7(1)(b) and 7(1)(c) of the Securitisation Regulation via a website located at https://pivot.usbank.com to any person: (A) who certifies to the Collateral Administrator that it is (i) a Competent Authority, or (ii) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

Following the Issue Date, certain Transaction Documents and this Offering Circular will be available: (A) via a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the

Collateral Administrator to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

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 Credit Suisse Securities (Europe) Limited will not be acting as stabilising manager in respect of the Notes.

EU Retention and Due Diligence Requirements

In accordance with the EU Retention Requirements, the Retention Holder will represent and undertake to the Issuer, the Trustee, the Collateral Administrator, the Initial Purchaser and the Sole Arranger in a letter agreement to acquire and hold the Retention Notes on the terms set out in the Risk Retention Letter.

In connection with the EU Disclosure Requirements under the Securitisation Regulation, the Issuer has been designated as the entity required to make available the reports and information necessary to fulfil the EU Disclosure Requirements and the Collateral Manager will and the Collateral Administrator may, to the extent agreed by the Collateral Administrator, provide certain assistance to the Issuer in this regard pursuant to the Collateral Management Agreement. If, following the Transparency Reporting Effective Date, the Collateral Administrator does not agree to provide such assistance, another service provider may be engaged and the Collateral Manager shall assist the Issuer in this regard. See further "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements – EU Securitisation Regulation*", the information on page vii of this Offering Circular and the section "*Description of the Reports*" of this Offering Circular as to how the relevant information and reports can be accessed.

For the avoidance of doubt, if the Collateral Administrator agrees to provide such services on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Securitisation Regulation. In providing such services, the Collateral Administrator also assumes no responsibility or liability to the Noteholders, any potential investor in the Notes or any other party (other than the Issuer) 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 and the structure of the transaction itself is sufficient to comply with the Securitisation Regulation or any similar requirements. Notwithstanding anything to the contrary herein, none of the Issuer, the Collateral Manager, the Retention Holder, the Initial Purchaser, the Sole Arranger, 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 or structure 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. Each prospective investor in the Notes which is subject to the Securitisation Regulation or any other regulatory requirement should consult with its own legal, accounting, regulatory, tax, financial, business, investment and other advisers and/or its national regulator to determine whether, and to what extent, such information is sufficient for such purposes and any other requirements of the Securitisation Regulation or similar requirements of which it is uncertain. See further "*Risk Factors – Regulatory Initiatives*", "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements*", and "*The Retention Holder and EU Retention Requirements*" below.

THE SOLE ARRANGER AND THE INITIAL PURCHASER DO NOT ACCEPT ANY RESPONSIBILITY FOR COMPLIANCE OF THE ISSUER, THE RETENTION HOLDER AND THE COLLATERAL MANAGER

WITH ANY REQUIREMENTS OF THE SECURITISATION REGULATION, INCLUDING ANY TECHNICAL STANDARDS THERETO.

Volcker Rule

Section 619 of the Dodd-Frank Act and the corresponding implementing regulations (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: (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 Investment Company Act but for the exception contained in section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions and exclusions 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".

As discussed in "*Risk Factors—Regulatory Initiatives—Issuer Reliance on Rule 3a-7*", the Transaction Documents contain certain requirements that are intended to allow the Issuer to rely on the exception from the definition of "investment company" contained in Rule 3a-7 under the Investment Company Act. However, there can be no assurance that the Issuer will be viewed by a U.S. regulator with responsibility for Volcker Rule compliance as having complied with Rule 3a-7 or that compliance with those requirements will be adequate for the Issuer to rely on Rule 3a-7.

Investors should conduct their own analysis to determine whether the Issuer may be considered to be a "covered fund" for their purposes. See further also "*Risk Factors—Regulatory Initiatives—Issuer Reliance on Rule 3a-7*". In any event, if it were determined that the Issuer did not qualify for the exception provided by Rule 3a-7, there is a high likelihood that the Issuer would be determined to be a "covered fund". None of the Issuer, the Initial Purchaser, the Sole Arranger, the Collateral Manager, the Trustee 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 further "*Risk Factors—Regulatory Initiatives—Commodity Pool Regulation*") could, depending on which CEA exemption is relied upon by such "commodity pool" or its "commodity pool operator", also fall within the definition of a "covered fund" as described above.

The holders of any of the Class A Notes, the Class B Notes, the Class C Notes or the Class D Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes or CM Removal and Replacement Non-Voting Notes are disenfranchised in respect of any CM Removal Resolution and/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 into 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 Initial Purchaser, the Sole Arranger, the Collateral Manager, the Collateral Manager Related Persons, the Collateral Administrator, the Trustee 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 or Rule 3a-7 under the Investment Company Act 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—Issuer Reliance on Rule 3a-7*" and "*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 both Section 3(c)(7) of the Investment Company Act and Rule 3a-7 under the Investment Company Act. The Issuer has the right by notice to the Trustee to elect (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act and to no longer rely on Rule 3a-7.

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 Initial Purchaser, the Sole Arranger, the Collateral Manager, the Collateral Manager Related Persons, the Trustee 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 or Rule 3a-7 under the Investment Company Act 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—Issuer Reliance on Rule 3a-7*" and "*Risk Factors— Regulatory Initiatives—Volcker Rule*" below for further information.

Information as to placement within the U.S.

The Notes of each Class offered pursuant to an exemption from registration requirements under 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 U.S. 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 U.S. to non-U.S. Persons in reliance on Regulation S; and (ii) within the U.S. 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 further "*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 Initial Purchaser) 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 U.S. 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 U.S. 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 U.S. 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**"). Each of the Issuer and the Initial Purchaser 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 Initial Purchaser 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 Initial Purchaser, 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 RECIPIENT (AND EACH EMPLOYEE, REPRESENTATIVE OR OTHER AGENT OF SUCH RECIPIENT) 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 of a Note sold in reliance on Rule 144A who is a QIB or a prospective investor who is a QIB designated by such holder or beneficial owner, the information required to be delivered under Rule 144A(d)(4) 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 12g3-2(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 INITIAL PURCHASER, THE SOLE ARRANGER, 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.

THE ISSUER IS A DESIGNATED ACTIVITY COMPANY LIMITED BY SHARES DULY INCORPORATED UNDER THE LAWS OF IRELAND AND, ACCORDINGLY, IS PROHIBITED FROM MAKING ANY INVITATION TO THE PUBLIC TO SUBSCRIBE FOR, OR MAKING ANY OFFER TO THE PUBLIC OF, THE NOTES. NEITHER THIS OFFERING CIRCULAR NOR ANY OTHER DOCUMENT CONSTITUTES AN OFFER TO PURCHASE, OR AN INVITATION TO THE PUBLIC BY OR ON BEHALF OF THE ISSUER TO SUBSCRIBE FOR, THE NOTES.

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 U.S.; 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 Initial Purchaser will not be acting as stabilising manager in respect of the Notes.

COMMODITY POOL REGULATION

IN THE EVENT THAT TRADING IN ANY HEDGE AGREEMENTS WOULD RESULT IN THE ISSUER'S ACTIVITIES FALLING WITHIN THE DEFINITION OF A "**COMMODITY POOL**" UNDER THE U.S. COMMODITY EXCHANGE ACT, AS AMENDED, THE COLLATERAL MANAGER EXPECTS TO BE EXEMPT FROM REGISTRATION WITH THE COMMODITY FUTURES TRADING COMMISSION (THE "**CFTC**") AS A COMMODITY POOL OPERATOR (A "**CPO**") OR COMMODITY TRADING ADVISOR ("**CTA**") PURSUANT TO CFTC RULE 4.13(a)(3) AND CFTC RULE 4.14(A)(8)(I)(D) RESPECTIVELY. THEREFORE, UNLIKE A REGISTERED CPO, THE ISSUER AND THE COLLATERAL MANAGER WOULD NOT BE REQUIRED TO DELIVER A CFTC DISCLOSURE DOCUMENT TO PROSPECTIVE INVESTORS NOR WOULD THEY BE REQUIRED TO PROVIDE INVESTORS WITH CERTIFIED

ANNUAL REPORTS THAT SATISFY THE REQUIREMENTS OF CFTC RULES APPLICABLE TO REGISTERED CPOS. THIS OFFERING CIRCULAR HAS NOT BEEN REVIEWED OR APPROVED BY THE CFTC. FURTHER, THE TRADING OR ENTERING INTO SUCH HEDGE AGREEMENTS MUST NOT ELIMINATE THE ISSUER'S ABILITY TO RELY ON RULE 3a-7 UNDER THE INVESTMENT COMPANY ACT, UNLESS AND UNTIL THE ISSUER ELECTS (WHICH ELECTION MAY BE MADE ONLY UPON CONFIRMATION FROM THE COLLATERAL MANAGER THAT IT HAS OBTAINED LEGAL ADVICE FROM REPUTABLE INTERNATIONAL LEGAL COUNSEL KNOWLEDGEABLE IN SUCH MATTERS TO THE EFFECT THAT TO DO SO WOULD NOT RESULT IN THE ISSUER BEING CONSTRUED AS A "COVERED FUND" IN RELATION TO ANY HOLDER OF OUTSTANDING NOTES FOR THE PURPOSES OF THE VOLCKER RULE) TO RELY SOLELY ON THE EXCEPTION CONTAINED IN SECTION 3(c)(7) OF THE INVESTMENT COMPANY ACT.

MIFID II Product Governance

Solely for the purposes of each manufacturer's (the "**Manufacturers**") 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 Manufacturers' 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

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. 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 Directive 2014/65/EU (as amended, "**MiFID II**"); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended or superseded, 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 Regulation (EU) 2017/1129 (as amended or superseded, the "**Prospectus Regulation**"). 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 European Economic Area has been prepared and therefore offering or selling the Notes or otherwise making them available to any retail investor in the European Economic Area may be unlawful under the PRIIPs Regulation.

TABLE OF CONTENTS

Page

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 "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**" 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	BlackRock European CLO IX Designated Activity Company, a designated activity company limited by shares duly incorporated under the laws of Ireland with registered number 635584 and having its registered office at 3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland
Collateral Manager	BlackRock Investment Management (UK) Limited
Trustee	U.S. Bank Trustees Limited
Sole Arranger and Initial Purchaser	Credit Suisse Securities (Europe) Limited
Collateral Administrator	U.S. Bank Global Corporate Trust Limited

Notes

Class of Notes	Principal Amount	Initial Stated Interest Rate[1]	Alternative Stated Interest Rate[2]	S&P Rating of at least[3]	Fitch Rating of at least[3]	Stated Maturity	Issue Price[4]
Class A	€250,000,000	3 month EURIBOR +0.90%	6 month EURIBOR +0.90%	"AAA (sf)"	"AAAsf"	15 December 2032	100.0%
Class B	€40,000,000	3 month EURIBOR +1.55%	6 month EURIBOR +1.55%	"AA (sf)"	"AAsf"	15 December 2032	100.0%
Class C	€28,000,000	3 month EURIBOR +2.40%	6 month EURIBOR +2.40%	"A (sf)"	"Asf"	15 December 2032	100.0%
Class D	€22,000,000	3 month EURIBOR +3.60%	6 month EURIBOR +3.60%	"BBB (sf)"	"BBB-sf"	15 December 2032	100.0%
Class E	€22,000,000	3 month EURIBOR +6.32%	6 month EURIBOR +6.32%	"BB- (sf)"	"BB-sf"	15 December 2032	97.0%
Class F	€10,000,000	3 month EURIBOR +8.92%	6 month EURIBOR +8.92%	"B- (sf)"	"B-sf"	15 December 2032	95.0%
Subordinated Notes	€35,000,000	N/A[5]	N/A[5]	N/A	N/A	15 December 2032	95.0%

1 Applicable at all times prior to the occurrence of a Frequency Switch Event. The rate of interest of the Rated Notes of each Class 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.

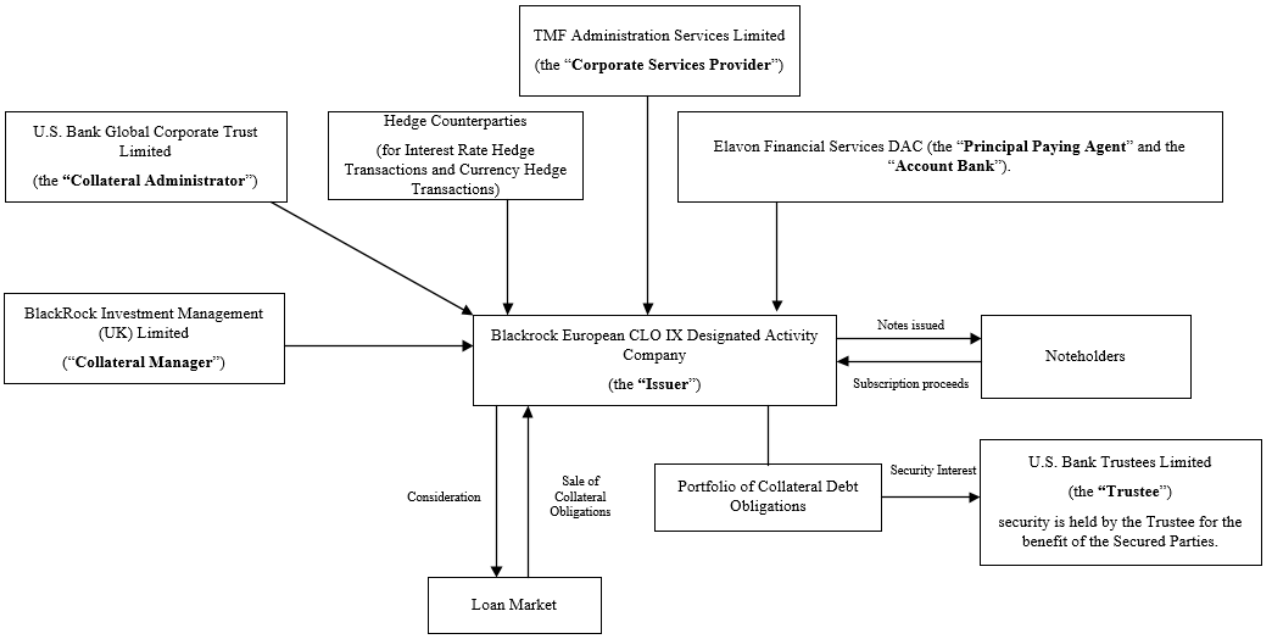
2 Applicable at all times following the occurrence of a Frequency Switch Event.

3 The ratings assigned by Fitch and S&P to the Class A Notes and the Class B Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned by Fitch and S&P to the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes address the ultimate payment of principal and interest. A security rating is not a recommendation to buy, sell or hold the 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 the CRA Regulation. 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 CRA Regulation.

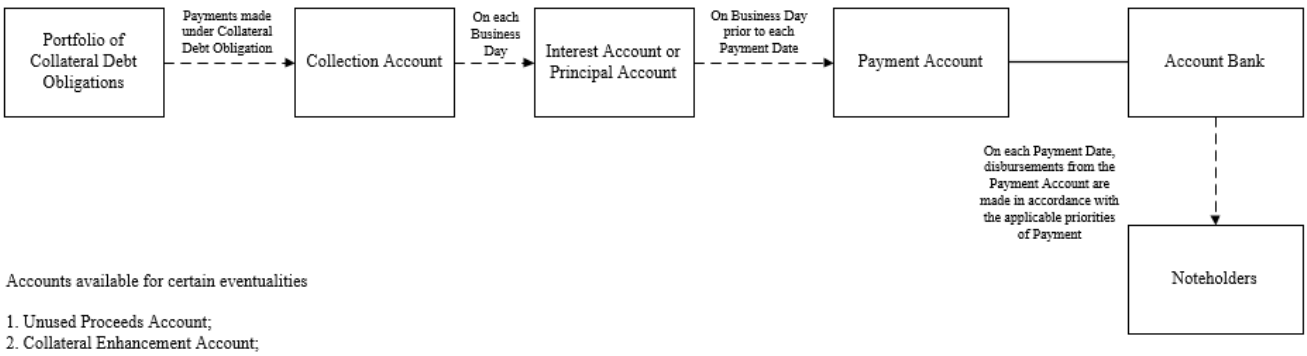
4 The Initial Purchaser may, on behalf of the Issuer, offer the Notes at other prices, as may be negotiated at the time of sale which may vary among different purchasers.

5 Subject to available Interest Proceeds. See Condition 6(a)(ii) (*Subordinated Notes*).

TRANSACTION OVERVIEW



CASH FLOW

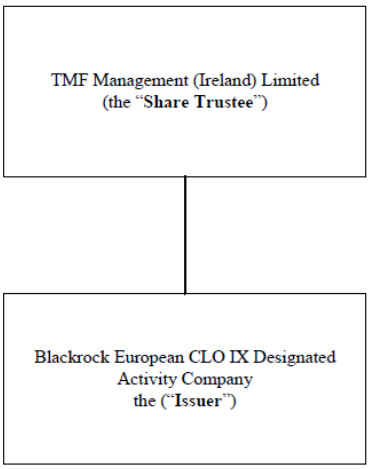


Accounts available for certain eventualities

1. Unused Proceeds Account;
2. Collateral Enhancement Account;
3. Expense Reserve Account;
4. Unfunded Revolver Reserve Account;
5. First Period Reserve Account;
6. Interest Smoothing Account;
7. Counterparty Downgrade Collateral Account(s); and
8. Hedge Termination Account(s)

OWNERSHIP STRUCTURE

1. The authorised share capital of the Issuer is EUR 100,000,000 divided into 100,000,000 ordinary shares of EUR 1.00 each
2. The Issuer has issued one ordinary share of EUR1.00 (the "**Share**"), which is fully paid up and is held on trust by the Share Trustee under the terms of a declaration of trust whereby the Share Trustee holds the Share on trust for charitable purposes.
3. The Issuer has no subsidiaries



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: (i) 15 March and 15 September (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either March or September); or (ii) 15 June and 15 December (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either June or December); and

(b) 15 March, 15 June, 15 September and 15 December, at all other times,

in each year, commencing on 15 September 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 20.0 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 100.0 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 100.0 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 100.0 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) prior to the occurrence of a Frequency Switch Event, quarterly in arrear; and (ii) if a Frequency Switch Event has occurred and is continuing, semi-annually in arrear, in each case, on each Payment Date (with the first Payment Date occurring on 15 September 2020) in accordance with the Interest Proceeds Priority of Payments.

Non-Payment and Deferral of Interest..... Failure on the part of the Issuer to pay the Interest Amounts due and payable on 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.

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 the 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) if directed in writing by the Subordinated Noteholders acting by way of an Ordinary Resolution (as evidenced by duly completed Redemption Notices) (see Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*));

(g) in part by the redemption in whole of one or more Classes of Rated Notes from Refinancing Proceeds on any Business Day following the expiry of the Non-Call Period if directed in writing by either: (i) the Subordinated Noteholders acting by way of an Ordinary Resolution (as evidenced by duly completed Redemption Notices); or (ii) the Collateral Manager subject to the consent of the Subordinated Noteholders acting by way of Ordinary Resolution (save that, the Subordinated Noteholders shall be deemed to have consented to such direction where the Subordinated Noteholders acting by way of Ordinary Resolution fail to object to such direction within 5 calendar days of the Issuer delivering notice of such direction to the Subordinated Noteholders in accordance with Condition 16 (*Notices*)), as long as the Class of Rated Notes to be redeemed represents not less than the entire Class of such Rated Notes (see Condition 7(b)(i) (*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 20.0 per cent. of the Target Par Amount and if directed in writing by the Collateral Manager (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 following the redemption in full of all Classes of Rated Notes (see Condition 7(b)(iii) (*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*));

(k) in whole (with respect to all Classes of 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 Extraordinary Resolution, following the occurrence of a Note Tax Event, subject to: (i) the Issuer having failed to cure the Note Tax Event; and (ii) certain minimum time periods. See Condition 7(g) (*Redemption following Note Tax Event*); and

(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*)).

Optional Redemption

Non-Call Period..... During the period from the Issue Date up to, but excluding, 15 September 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 Extraordinary Resolution; (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 (iii) in the case of a Special Redemption at the sole and absolute discretion of the Collateral Manager (see Condition 7(d) (*Special Redemption*)).

Redemption Prices..... The Redemption Price of each Class of Rated Notes will be equal to: (i) 100.0 per cent. of the Principal Amount Outstanding of the Notes to be redeemed as at such date; plus (ii) 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, or, in relation to a Class of Rated Notes, such lesser amount as the Noteholders of that Class may agree, acting unanimously.

The Redemption Price for each Subordinated Note will be 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*".
Subordinated Collateral Management Fee	0.35 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, 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 (exclusive of any VAT). The Incentive Collateral Management Fee IRR Threshold as at the Issue Date is 12.0 per cent. The Collateral Manager may, by giving three Business Days' prior written notice to the Issuer, the Trustee and the Collateral Administrator, elect to increase the Incentive Collateral Management Fee IRR Threshold in accordance with the terms of the Collateral Management Agreement. 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 30.0 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—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. In accordance with the Portfolio Profile Tests, no more than 12.5 per cent. of the Aggregate Collateral Balance may consist of Fixed Rate Collateral Debt Obligations, or, in relation to a Fitch Test Matrix elected by the Collateral Manager where such Fitch Test Matrix and/or the interpolation between the applicable Fitch Test Matrices 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*".

On or around the pricing date in respect of the Notes, the Issuer may enter into Interest Rate Hedge Transactions which are interest rate caps ("**Pricing Date Interest Rate Hedge Transactions**") with one or more Interest Rate Hedge Counterparties in order to mitigate its exposure to increases in EURIBOR-based payments of interest payable by the Issuer on the Rated Notes. Should the Issuer enter into such transactions, the Issuer will make fixed rate payments to any such Interest Rate Hedge Counterparty in exchange for floating leg payments to be made to the Issuer if (and to the extent that) EURIBOR exceeds

	the cap rate set out in the applicable Pricing Date Interest Rate Hedge Transaction. The Issuer (or the Collateral Manager on its behalf) may be permitted to novate any Pricing Date Interest Rate Hedge Transaction in certain circumstances.
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)** 29 May 2020 (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 commercially reasonable endeavours to purchase Substitute Collateral Debt Obligations meeting the Eligibility Criteria, the Trading Requirements (so long as they are applicable) and the Reinvestment Criteria during the Reinvestment Period. Following the expiry of the Reinvestment Period, only Sale Proceeds from the sale of Credit Impaired Obligations and Credit Improved 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, the Trading Requirements (so long as they are applicable) and the Reinvestment Criteria. See "*The Portfolio—Sale of Collateral Debt Obligations*" and "*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 and the Trading Requirements (so long as they are applicable) 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 S&P and are Outstanding (as of the Effective Date and until the expiry of the Reinvestment Period only) the S&P CDO Monitor 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; **(c)** the Fitch Minimum Weighted Average Spread Test; and **(d)** the Maximum Obligor Concentration Test. For so long as any of the Rated Notes are Outstanding, 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 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:

		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	12.5% or, in relation to a Fitch Test Matrix elected by the Collateral Manager where such Fitch Test Matrix and/or the interpolation between the applicable Fitch Test Matrices 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)	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 Obligors may each represent up to 3.0%
(f)	Unsecured Senior Loans, Second Lien Loans, Mezzanine Obligations and High Yield Bonds to a single Obligor	N/A	1.5%
(g)	Collateral Debt Obligations in aggregate to a single Obligor	N/A	2.5%; provided that: up to three Obligors may each represent up to 3.0%
(h)	Participations	N/A	5.0%
(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)	S&P CCC Obligations	N/A	7.5%
(m)	Fitch CCC Obligations	N/A	7.5%

(n)	Corporate Rescue Loans	N/A	5.0%
(o)	PIK Securities	N/A	5.0%
(p)	Cov-Lite Loans	N/A	30.0%
(q)	Non-Euro Obligations	N/A	30.0%
(r)	Fitch industry 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%
(t)	Domicile of Obligors 1	N/A	10.0% Domiciled in countries with a country ceiling rated below "AAA" by Fitch
(u)	Domicile of Obligors 2	N/A	10.0% Domiciled in countries or jurisdictions with an S&P rating below "A-" by S&P unless Rating Agency Confirmation from S&P is obtained
(v)	Bivariate Risk Table	N/A	See limits set out in "*The Portfolio-Bivariate Risk Table*"
(w)	Total Indebtedness		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 debt instruments (including the Underlying Instruments) of equal to or greater than EUR 150,000,000 but less than EUR 200,000,000 in aggregate principal amount

(x)	Bridge Loans	N/A	5.0%
(y)	Unhedged Collateral Debt Obligations	N/A	2.5%
(z)	S&P Industry Classification Group	N/A	17.5%

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**
A/B	127.9%
C	118.8%
D	111.6%
E	105.5%
F	103.5%

Class	**Required Interest Coverage Ratio**
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 104.0 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: (i) 50.0 per cent. of all remaining Interest Proceeds available for payment in accordance with paragraph (V) of the Interest Proceeds Priority of Payments; and (ii) 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 each Class will be issued in minimum denominations of €250,000 and integral multiples of €1,000 in excess thereof.
Form, Registration and Transfer of the Notes	The Regulation S Notes of each Class (other than in certain circumstances 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 transferee 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*".

Each initial purchaser and each 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 an initial purchaser or transferee is unable to make such deemed representation, such initial purchaser or transferee (as applicable) 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 initial purchaser or transferee (as applicable): (i) obtains the written consent of the Issuer; (ii) provides an ERISA certificate in or substantially in the form set out in the Trust Deed 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 initial purchaser 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 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: (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 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.

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, the Irish Security Agreement and each

	Deed of Charge, which are governed by the laws of Ireland) will be governed by English law.
Listing.....	This Offering Circular does not constitute a prospectus for the purposes of Article 6 of Regulation (EU) 2017/1129 (as amended) (the "**Prospectus Regulation**"). The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Regulation. Application has been made to Euronext Dublin for the approval of this Offering Circular as listing particulars and for the Notes to be admitted to the Official List and trading on the Global Exchange Market of Euronext Dublin (the "**Global Exchange Market**"). The Global Exchange Market is not a regulated market for the purposes of MIFID II (as defined herein). See "*General Information*".
Tax Status.....	See "*Tax Considerations*".
Certain ERISA Considerations.....	See "*Certain 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 Taxes 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 and a new class of additional notes, ranking below the Class F Notes but above the Subordinated Notes, may be issued and sold. See Condition 17 (*Additional Issuances*).
EU Retention Requirements	The Retention Holder will represent and undertake to acquire and hold the Retention Notes on the terms set out in the Risk Retention Letter. See "*The Retention Holder and EU Retention Requirements*".
EU Disclosure Requirements	In connection with the EU Disclosure Requirements under the Securitisation Regulation, the Issuer has been designated as the entity required to make available the reports and information necessary to fulfil the EU Disclosure Requirements and the Collateral Manager will and the Collateral Administrator may, to the extent agreed by the Collateral Administrator, provide certain assistance to the Issuer in this regard pursuant to the Collateral Management Agreement. If, following the Transparency Reporting Effective Date, the Collateral Administrator does not agree to provide such assistance, another service provider may be engaged and the Collateral Manager shall assist the Issuer in this regard. See further "*Risk Factors – Regulatory Initiatives – EU Securitisation Regulation*" and the information on page vii of this Offering Circular and the section "*Description of the Reports*" of this Offering Circular as to how the relevant information and reports can be accessed.

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 Conditions.

The following disclosure is being provided to prospective investors to inform them of certain risks in connection with any investment in the Notes, but does not purport to (and none of the Issuer, the Initial Purchaser, the Arranger, the Collateral Manager or their respective Affiliates makes any representations that it purports to) disclose all risk factors (whether legal or otherwise) which may arise by or relate to an investment in 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 A Notes are generally higher in the Priorities of Payment than those of the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes. Neither the Initial Purchaser 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 Initial Purchaser 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, business, 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 and/or prefunded and/or secured.

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 derivatives 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.

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 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 U.S. and in the European leveraged loans market, 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 Obligors of the Collateral Debt Obligations may be adversely affected by a deterioration of economic and business conditions. To the extent that economic and business conditions deteriorate or fail to improve, non-performing assets are likely to increase, and the value and collectability of the Collateral Debt Obligations are likely to decrease. A decrease in market value of the Collateral Debt Obligations would also adversely affect the Sale Proceeds that could be obtained upon the sale of the Collateral Debt Obligations and could ultimately affect the ability of the Issuer to pay in full or redeem the Rated Notes, as well as the ability to make any distributions in respect of the Subordinated Notes.

Many financial institutions, including banks, continue to suffer from capitalisation issues in a regulatory environment 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 a Collateral Debt Obligation or is a Hedge Counterparty, or a counterparty to a buy or sell trade that has not settled with respect to an asset. The bankruptcy or insolvency of another financial institution may result in the disruption of

payments to the Issuer. In addition, the bankruptcy or insolvency of one or more additional financial institutions may trigger additional crises in the global credit markets and overall economy which could have a significant adverse effect on the Issuer, the Collateral and the Notes.

The global credit crisis and its consequences together with the perceived failure of the preceding financial regulatory regime, continue to drive legislation and regulators towards a restrictive regulatory environment, including the implementation of further regulations which will affect financial institutions, markets, derivative or securitised instruments and the bond market. Such additional laws 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 laws and 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 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 risk. 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. In March 2011, the European Council agreed on the need for Euro zone countries to establish a permanent stability mechanism, the European Stability Mechanism (the "**ESM**"), which was activated by mutual agreement, to assume the role of the EFSF and the EFSM in providing external financial assistance to Euro zone countries from 1 July 2013 onwards.

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

Furthermore, concerns that the Euro zone sovereign debt crisis could worsen may lead to the reintroduction of national currencies in one or more Euro zone countries or, in more extreme circumstances, the possible dissolution of the Euro entirely. The departure or risk of departure from the Euro by one or more Euro zone countries and/or the abandonment of the Euro as a currency could have major negative effects on the Collateral (including the risks of currency losses arising out of redenomination and related haircuts on any affected assets), the Issuer and the Notes. Should the Euro

dissolve entirely, the legal and contractual consequences for holders of Euro-denominated obligations (including the Notes) 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

On 23 June 2016, the United Kingdom (the "**UK**") held an advisory referendum to decide on the UK's membership of the EU (the "**Referendum**"). The result of the Referendum was a vote in favour of leaving the EU.

Article 50 of the Treaty on European Union ("**Article 50**") provides that a Member State which decides to withdraw from the EU is required to notify the European Council of its intention to do so. If notice is given under Article 50 by a Member State, the EU will negotiate and conclude an agreement with such Member State, setting out the arrangements for its withdrawal. On 29 March 2017 (the "**Submission Date**"), the UK invoked Article 50 and officially notified the EU of its decision to withdraw from the EU. 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 EU (the "**Article 50 Withdrawal Agreement**"). As part of those negotiations, a transitional period has been agreed in principle which would extend the application of EU law, and provide for continuing access to the EU single market, until the end of 2020.

At the current time, the European Council have agreed to extend the two-year period for the UK's withdrawal from the EU to no later than 31 January 2020 (the "**Extension Date**"), with the intention of giving the UK a further period in order to agree the terms of their withdrawal from the EU. At this time it is not possible to state with any certainty what the terms and effective date of any withdrawal agreement might be, or whether there will be any further extensions to the process and, if there are, what the duration of such extensions will be.

If the Article 50 Withdrawal Agreement is not ratified by the 31 January 2020 (or such further extended date as agreed to by the European Council), the Treaty on the European Union and the Treaty on the Functioning of the European Union will cease to apply to the UK from that date. The UK Government is said to have 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 on the withdrawal date. The European authorities have not provided UK firms and businesses with similar assurances in preparation for a "hard Brexit".

Due to the on-going political uncertainty as regards the terms of the UK's withdrawal from the EU and the structure of the future relationship, the precise impact on the business of the Issuer is difficult to determine. As such, no assurance can be given that such matters would not adversely affect the ability of the Issuer to satisfy its obligations under the Notes and/or the market value and/or the liquidity of the Notes in the secondary market.

Applicability of EU law in the UK

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

Following the invocation of Article 50, EU law will remain in force in the UK until the UK ceases to be a member of the EU. This will occur upon an effective date determined pursuant to the terms of a withdrawal agreement or on the Extension Date, unless such deadline is further extended.

Upon any withdrawal from the EU by the UK, and subject to agreement on (and the terms of) any future EU-UK relationship, EU law may cease to apply in the UK. However, many EU laws have been transposed into English law and these transposed laws will continue to apply until such time that they are repealed, replaced or amended. Over the years, English law has been devised to function in conjunction with EU law (in particular, laws relating to financial markets, financial services, prudential

and conduct regulation of financial institutions, financial collateral, settlement finality and market infrastructure). As a result, depending on the terms of the UK's exit from the EU, substantial amendments to English law may occur. Consequently, English law may change and it is impossible at this time to predict the consequences on the Portfolio or the Issuer's business, financial condition, results of operations or prospects. Such changes could be materially detrimental to Noteholders.

Regulatory Risk

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

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

Regulatory Risk – UK manager/Retention Holder

In particular, if the UK were, as a consequence of leaving the EU, no longer within the scope of MiFID II and a passporting regime or third country recognition of the UK is not in place or, in the case of the following paragraph (i) only, an Irish domestic exemption or exception is not in place, then a UK manager such as the Collateral Manager may be unable to continue to provide collateral management services to the Issuer in reliance upon the passporting of relevant regulated services within the EU on a cross-border basis provided for under MiFID II.

MiFID II, which has applied since 3 January 2018, provides (among other things) for the ability for non-EU investment firms to provide collateral management services in the EU on a cross-border basis provided that certain conditions are fulfilled. In order to qualify to provide collateral management services in the EU on a cross-border basis, non-EU investment firms will be required (i) to be authorised in a third country to provide collateral management services which are regulated under MiFID II (A) in respect of which the European Commission (the "**Commission**") has adopted an equivalency decision and (B) where the European Securities and Markets Authority ("**ESMA**") has established cooperation arrangements with the relevant national competent authorities of EU member states, and (ii) to be registered with ESMA to do so. It is not possible to guarantee or predict the timing of any Commission equivalency decision, cooperation arrangements or registration by ESMA.

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

The European Union (Markets in Financial Instruments) Regulations 2017 S.I. No. 375 of 2017 (the "**2017 MiFID Regulations**") implemented MiFID II into Irish law, effective 3 January 2018. The 2017 MiFID Regulations contain a "safe-harbour" for non-EU investment firms, however, services to "retail clients" and "elective professional clients" (as defined in MiFID II) are excluded.

Until non-EU investment firms qualify under the MiFID II measures to provide collateral management services in the EU on a cross-border basis, the "safe harbour" provision for non-EU investment firms

providing services into Ireland to Irish persons contained in the 2017 MiFID Regulations will apply, provided that:

(a) the non-EU firm does not have a branch in Ireland;

(b) the non-EU investment firm's headquarters are in a non-EU country;

(c) the non-EU investment firm is subject to authorisation and supervision in its country of origin and that country observes Financial Action Task Force anti-money laundering recommendations;

(d) there are co-operation agreements in place between the Central Bank and the relevant non-EU country; and

(e) the non-EU investment firm's services are provided only to per se professional clients or eligible counterparties (i.e. as defined in Directive 2014/65/EU) and are not provided to retail clients or elective professional clients.

On 14 July 2017, the Irish Department of Finance issued a feedback statement in advance of the publication of the 2017 MiFID Regulations. This statement provides guidance on the application of the conditions to the third country safe harbour and stated that the safe harbour was not to apply in respect of non-EU firms whose home country is either on the FATF list of non-cooperative jurisdictions or who is not a signatory to the IOSCO Multilateral Memorandum of Understanding concerning consultation and cooperation and the exchange of information.

The UK does not fall within either of those categories, and therefore, on the assumption that the Collateral Manger satisfies the above conditions, the Collateral Manager should be able to continue to provide collateral management services to the Issuer, assuming the UK will be a third country following its departure from the EU.

Market Risk

Following the results of the Referendum and throughout the negotiations between the UK and the EU, the financial markets have experienced volatility and disruption and this volatility and disruption is expected to continue until the terms of the UK's exit from the EU are agreed, and potentially beyond. As such, investors should consider the effect thereof on the market for securities such as the Notes and on the ability of Obligors to meet their obligations under the Collateral Debt Obligations.

Investors should be aware that the UK's exit from the EU and any related negotiations, notifications, withdrawal and/or changes to legislation may introduce potentially significant new uncertainties and instabilities in the financial markets. Such uncertainties and instabilities could have an adverse impact on the business, financial condition, results of operations and prospects of the Issuer, the Obligors, the Portfolio, the Collateral Manager and the other parties to the transaction and could therefore also be materially detrimental to Noteholders.

Exposure to Counterparties

The Issuer will be exposed to a number of counterparties (including in relation to any Assignments, Participations and Hedge Transactions and also each of the Agents) throughout the life of the Notes. Investors should note that if the UK does leave the EU, such counterparties may be unable to perform their obligations due to changes in regulation, including the loss of, or changes to, existing regulatory rights to do cross-border business in the EU or the costs of such transactions with such counterparties may increase. In addition, counterparties may be adversely affected by rating actions or volatile and illiquid markets (including currency markets and bank funding markets) arising from the result of the Referendum, the invocation of Article 50 or a failure of the UK to conclude agreed terms with the EU, therefore increasing the risk that such counterparties may become unable to fulfil their obligations. Such inability could adversely impact the Issuer and could be materially detrimental to Noteholders. For further information on counterparties, see 4.11 "*Counterparty Risk*" below.

Ratings actions

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

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

While the extent and impact of these issues are unknown, investors should be aware that they could have an adverse impact on the Issuer, its service providers, the payment of interest and repayment of principal on the Notes and therefore, the Noteholders. For further information, see 4.11 "*Counterparty Risk*" below.

Currency exchange rates and exchange controls

Since the result of the Referendum there has been increased volatility in the currency exchange rates. This volatility is expected to continue until the terms of the UK's exit from the EU are agreed, and potentially beyond. Investors should note that all payments on the Notes will be denominated in Euros. Investors who are investing in the Notes, but who consider their investment profile and return in another currency may incur a number of risks including those relating to changes in exchange rates (which may be significant). An appreciation in the value of the investor's currency relative to the Euro would result in a decrease of: (i) the investor's currency-equivalent yield on the Notes; (ii) the investor's currency-equivalent value of the principal payable on the Notes; and (iii) the investor's currency-equivalent market value of the Notes. See also 4.14 "*Non-Euro Obligations and Currency Hedge Transactions*" below.

2. REGULATORY INITIATIVES

2.1 General

In Europe, the U.S. and elsewhere there is increased political and regulatory scrutiny of banks, financial institutions, "shadow banking entities" and the asset-backed securities industry. This has resulted in a raft of measures for increased regulation which are currently at various stages of implementation and which may have an adverse impact on the regulatory capital charge to certain investors in securitisation exposures and/or the incentives for certain investors to hold or trade asset-backed securities, and may thereby affect the liquidity of such securities. Investors in the Notes are responsible for analysing their own regulatory position and none of the Issuer, the Initial Purchaser, the Sole Arranger, 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 Initial Purchaser, the Sole Arranger, the Collateral Manager, the Collateral Administrator, 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 refer to implementation from the start of 2015, with full implementation by January 2019, and the NSFR requirements refer to implementation from January 2018).

The Basel Committee has proposed further reforms to Basel III, including an introduction of capital floors based on standardised approaches. In December 2017, the Basel Committee agreed to further reforms to Basel III, including reforms relating to the standardised and internal ratings-based approaches for credit risk, and a revised output floor. The Basel Committee expects member countries to implement these 2017 reforms, sometimes referred to as Basel IV, by 1 January 2022 (with the exception of those relating to the output floor, which will be phased in from 1 January 2022).

As implementation of any changes to the Basel framework (including those made via Basel III) requires legislation in each jurisdiction, the final rules and the timetable for its implementation in each jurisdiction, as well as the treatment of asset-backed securities (for example, as LCR eligible assets or not), may be subject to some level of variation between jurisdictions. It should also be noted that changes to regulatory capital requirements have been introduced for insurance and reinsurance undertakings through jurisdiction-specific initiatives, such as the Solvency II framework in the European Union.

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

2.3 Risk Retention and Due Diligence Requirements

EU Securitisation Regulation

Investors should be aware of EU Regulation No 2017/2402 (including any secondary legislation, technical standards and official guidance relating thereto) (the "**Securitisation Regulation**") which affects certain investors, sponsors, original lenders, originators and securitisation special purposes entities ("**SSPEs**") in relation to securitisations issued from and including 1 January 2019.

There are material differences between the regulatory rules which applied to securitisations issued prior to 1 January 2019 and the regulatory rules under the Securitisation Regulation. Unlike the previous regime, and in addition to requirements which apply to investors (as to which see further the sub-section "*Investor Requirements*" below), the Securitisation Regulation imposes direct obligations on originators, sponsors, original lenders and SSPEs (such as the Issuer). Among other things, the originator, sponsor or original lender in respect of the relevant securitisation is required to retain, on an on-going basis, a net economic interest of no less than 5.0 per cent. in respect of certain specified credit risk tranches or securitised exposures. In this regard, the Retention Holder will make a commitment for this transaction to hold Retention Notes as described in "*The Retention Holder and EU Retention Requirements*" below.

The Securitisation Regulation also introduces a new regime on reporting and disclosure. The originator, sponsor and SSPE of a securitisation are required to make certain information available to investors in the prescribed manner – please refer to the sub-section "*EU Disclosure Requirements*" below.

The rules establishing sanctions for negligence or intentional infringement and remedial measures on the originator, sponsor, original lender and/or SSPE for failing to meet the requirements of the Securitisation Regulation are to be set by the individual member states of the EU in accordance with the framework set out in the Securitisation Regulation. Among other things, this framework allows for criminal sanctions and specifies maximum fines of at least EUR 5,000,000 (or equivalent) or of up to 10.0 per cent. of total annual net turnover, or (even if that is higher than the other maximum levels stated) at least twice the amount of the benefit derived from the infringement. The Issuer shall not be entitled to indemnification by the Collateral Manager in respect of any such sanction unless the relevant circumstances are caused by a Collateral Manager Breach. 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, wilful misconduct or due to the gross negligence (with such term given its meaning under New York law)" – see risk factor 4.26 "*Collateral Manager*" below. Investors should also be aware that the Collateral Manager will be entitled to indemnification by the Issuer in respect of 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 a Collateral Manager Breach. Investors should therefore be aware that the Issuer could therefore face a pecuniary charge under the Securitisation Regulation as a result of both (a) any act by the Collateral Manager triggering the liability of the Issuer under Article 32 of the Securitisation Regulation but with such act by the Collateral Manager falling below the less onerous liability standard under New York law required for indemnification by the Collateral Manager or (b) the Issuer being required to indemnify the Collateral Manager for an act by the Collateral Manager triggering its own liability under Article 32 of the Securitisation Regulation but such act falling below the less onerous liability standard under New York law under a Collateral Manager Breach that would preclude any indemnification by the Issuer. Furthermore, the Collateral Management Agreement provides that the Collateral Manager shall not be responsible or liable in respect of the services to be provided to the Issuer in respect of the EU Retention Requirements and/or the EU Disclosure Requirements if any information requested or required by the Issuer for the purpose of its obligations under the EU Disclosure Requirements is unable to be procured or sourced by the Collateral Manager and shall also not be liable in any regard or be in breach of any of its obligations under the Transaction Documents or the EU Disclosure Requirements to the extent that its obligations under the EU Disclosure Requirements cannot be completed due to technological difficulties.

Investors should note that there may be variance in the way individual member states implement their respective rules relating to remedies for failing to meet the requirements of the Securitisation Regulation and in the manner the same are applied by the competent authorities designated by each member state.

The European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018 of Ireland (the "**Irish STS Regulations**") came into operation on 1 January 2019 and gives full effect to the Securitisation Regulation in Ireland. The Irish STS Regulations appointed the Central Bank as the national competent authority in Ireland and it was the power to (i) give directions to the originator, sponsor, SSPE, or other original lender or any other person, (ii) issue a contravention notice to an originator, sponsor, SSPE or other original lender to ensure compliance with, or to prevent a breach of the Securitisation Regulation or the Irish STS Regulations, or to direct that reporting errors or omissions be corrected, (iii) appoint an assessor to investigate a breach by a non-regulated entity of the Securitisation Regulation or the Irish STS Regulations, and impose sanctions for such a breach (including pecuniary sanctions of up to EUR 5,000,000, or, of up to 10.0 per cent. of the total annual net turnover), and (iv) apply its administrative sanctions procedure to any negligent or intentional contravention of the Securitisation Regulation or the Irish STS Regulations by a regulated financial services provider.

The imposition of sanctions or remedial measures on the Issuer may directly and adversely affect the amounts payable under the Notes and otherwise affect the performance of the Issuer's obligations. The imposition of sanctions or remedial measures on the Retention Holder may adversely affect Retention Holder's performance of its ongoing obligations under the Transaction Documents and consequently may adversely affect the sums payable under Notes. The matters described in this section "*EU*

Securitisation Regulation" may also have a negative impact on the price and liquidity of the Notes in the secondary market.

To date, the commission delegated regulation relating to risk retention remains in draft form and may be subject to further amendment and other technical standards which are expected to provide more granular guidance on the application of the provisions of the Securitisation Regulation are still in the process of being produced and/or finalised. Without limiting the foregoing, investors should be aware that at this time, there is limited binding guidance relating to the satisfaction of the Securitisation Regulation requirements. Aspects of the requirements and what is or will be required to demonstrate compliance to national regulators remain unclear.

Investors should therefore make themselves aware of such requirements (and any corresponding implementing rules of their regulators), where applicable to them, in addition to any other regulatory requirements applicable to them with respect to their investment in the Notes. Any costs incurred by the Issuer in connection with satisfying the requirements of the Securitisation Regulation and the Irish STS Regulations shall be paid by the Issuer as Administrative Expenses.

The Retention Holder has not undertaken in the retention letter to change the quantum or nature of its holding of the Retention Notes due to any future changes in the Securitisation Regulations or in the interpretation thereof. Please refer to "*The Retention Holder and EU Retention Requirements*" below.

The Collateral Manager in its capacity as Retention Holder may be subject to administrative sanctions in the case of negligence or intentional infringement of the requirements of Article 6 of the Securitisation Regulation, including pecuniary sanctions of at least EUR5,000,000 (or its equivalent) or 10.0 per cent. of total annual net turnover. Any such pecuniary sanction levied on the Collateral Manager (as Retention Holder) may materially adversely affect 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 are themselves responsible for monitoring and assessing any changes to European securitisation laws and regulations. Without limitation to the foregoing, no assurance can be given that the Securitisation Regulation, or the interpretation or application thereof, will not change, and, if any such change is effected, whether such change would directly or indirectly affect current or future investors in the Notes.

All of the requirements described above and below, any other changes to such requirements, the interpretation or application of any law or regulation may (directly or indirectly through application to the Retention Holder, the Collateral Manager and/or the Issuer) negatively impact individual investors.

Originator Specific Obligations in relation to the Securitisation Regulation

Certain obligations arising under the Securitisation Regulation are specific to the originator and/or original lender, including as to the granting of credit in relation to securitised assets. In relation to originators, an originator cannot be established or operate for the sole purpose of securitising exposures and may not adversely select assets to be transferred to the securitisation vehicle in the manner prescribed by the regulation without the knowledge of investors or potential investors. In this regard, please refer to the covenants an representations described in "*The Retention Holder and EU Retention Requirements*" below.

Under the Securitisation Regulation, originators shall not select assets to be transferred to the SSPE of a securitisation with the aim of rendering losses on the assets transferred to an SSPE, measured over the life of the transaction higher than the losses over the same period on comparable assets held on the balance sheet of the originator. Originators may select assets to be transferred to the SSPE that *ex ante* have a higher-than-average credit-risk profile compared to the average credit-risk profile of comparable assets that remain on the balance sheet of the originator, as long as the higher credit-risk profile of the assets transferred to the SSPE is clearly communicated to the investors or potential investors. In this regard, investors should be aware that the Retention Holder has notified the Issuer that one or more of the Originated Assets may have a credit-risk profile which is higher than that of comparable assets held on the balance sheet of the Retention Holder.

EU Disclosure Requirements in relation to the Securitisation Regulation

The EU Disclosure Requirements under the Securitisation Regulation provide that the originator, sponsor and SSPE of a securitisation are required to make at least the information prescribed under such regulation available to holders of a securitisation position, to the competent authorities and, upon request, to potential investors. The originator, sponsor and SSPE are obliged to designate amongst themselves one entity to fulfil the applicable EU Disclosure Requirements (except for the requirements under Article 7(1)(c)). The Retention Holder, the Collateral Manager and the Issuer have designated the Issuer to fulfil the EU Disclosure Requirements. In accordance with Article 7(2) of the Securitisation Regulation, the Issuer has agreed to be the designated reporting party under the EU Disclosure Requirements in respect of the Notes and shall make available the information required by the EU Disclosure Requirements to the persons and by the means specified therein. The Collateral Manager will and the Collateral Administrator may, to the extent agreed by the Collateral Administrator, provide certain assistance to the Issuer in this regard pursuant to the terms of the Collateral Management Agreement. If, following the following the Transparency Reporting Effective Date, the Collateral Administrator does not agree to provide such assistance, another service provider may be engaged and the Collateral Manager shall assist the Issuer in this regard. The Issuer 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 at least EUR5,000,000 (or its equivalent) or 10.0 per cent. of total annual net turnover.

Furthermore, the Collateral Management Agreement provides that the Collateral Manager shall not be responsible or liable in respect of the services to be provided to the Issuer in respect of the EU Retention Requirements and/or the EU Disclosure Requirements if any information requested or required by the Issuer for the purpose of its obligations under the EU Disclosure Requirements is unable to be procured or sourced by the Collateral Manager and shall also not be liable in any regard or be in breach of any of its obligations under the Transaction Documents or the EU Disclosure Requirements to the extent that its obligations under the EU Disclosure Requirements cannot be completed due to technological difficulties.

Notwithstanding the above, the Collateral Manager may also be responsible for ensuring compliance with the disclosure requirements. If the Collateral Manager acts with negligence or intentional infringement in breaching the reporting requirements of Article 7 of the Securitisation Regulation, the Collateral Manager could be subject to administrative sanctions, including pecuniary sanctions of at least EUR5,000,000 (or its equivalent) or 10.0 per cent. of its total annual net turnover. Any such pecuniary sanction levied on the Collateral Manager will be reimbursed by the Issuer as Administrative Expenses to the extent funds are available in accordance with and subject to the limitations contained in the Collateral Management Agreement and the Priorities of Payment. It should also be noted that the Collateral Manager will be entitled to indemnification by the Issuer as further described in the Collateral Management Agreement, 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 a Collateral Manager Breach (which includes an act, by the Collateral Manager, of gross negligence (with such term given its meaning under New York law), bad faith or wilful misconduct of the Collateral Manager), which will be payable as Administrative Expenses in accordance with the Priorities of Payment – see risk factor 2.3 "*Risk Retention and Due Diligence Requirements – EU Securitisation Regulation*" above.

The information required to be made available includes:

(a) information on the underlying exposures;

(b) underlying documentation;

(c) where a prospectus has not been drawn up in compliance with Regulation (EU) 2017/1129, a transaction summary or overview of the main features of the securitisation; and

(d) quarterly investor reports.

Such information also includes notification of any inside information relating to the securitisation that the originator, sponsor or SSPE is obliged to make public under the Market Abuse Regulation

(Regulation (EU) No. 596/2014) and the European Union (Market Abuse) Regulations 2016 of Ireland, as amended, or, where the same does not apply, of any significant event in relation to the securitisation.

Prior to the Issue Date (including prior to the date that the transaction described in this Offering Circular was priced), drafts of certain Transaction Documents for the transaction in substantially agreed form (being the Trust Deed, the Agency Agreement, the Collateral Management Agreement, the Irish Security Agreement, any Hedge Agreements, the Risk Retention Letter, the Conditional Sale Agreement and any Deed of Charge) and a preliminary version of this Offering Circular were made available for the purposes of satisfying Articles 7(1)(b) and 7(1)(c) of the Securitisation Regulation via a website located at https://pivot.usbank.com to any person: (A) who certifies to the Collateral Administrator that it is (i) a Competent Authority, or (ii) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

Following the Issue Date, certain Transaction Documents and this Offering Circular will be available: (A) via a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

Investors should note that while Article 7(1)(b) of the Securitisation Regulation requires the "final offering circular" and the "closing transaction documentation" to be made available before pricing, this is not possible, therefore the Issuer has made such documents available in as final form as was reasonably possible prior to pricing and will make final versions of such documents available as soon as possible thereafter. In a "Questions and Answers" document produced by ESMA on 31 January 2019 and updated on 27 May 2019, 17 July 2019 and 15 November 2019, ESMA indicated that if a securitisation has not yet been issued, the transaction documents may be provided in draft form. As such, investors should be aware that there may be changes to such documents between the versions made available prior to pricing and the final versions. As such, investors should be aware that there may be changes to such documents between the versions made available prior to pricing and the final versions. None of the Issuer, the Collateral Manager, the Initial Purchaser, the Sole Arranger, the Collateral Administrator, the Trustee 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.

The information required to be disclosed in relation to underlying exposures and quarterly investor reports contained in subparagraphs (a) and (e) of Article 7(1) of the Securitisation Regulation is to be made available, prior to the adoption of the final disclosure templates in respect of the EU Disclosure Requirements, through the Monthly Reports and the Payment Date Reports (as to which see further "*Description of the Reports*" below).

The issuance of the Notes is not a transaction in respect of which a prospectus has to be drawn up in compliance with Regulation (EU) 2017/1129 and accordingly the Issuer is not required to make the information required by the Securitisation Regulation available by means of a securitisation repository, in each case in accordance with the requirements of the Securitisation Regulation. Information on underlying exposures, underlying documents and investor reports are made available through a website maintained by the Collateral Administrator or another third party provider – see "*Description of the Reports*" below. In relation to item (c) above, this Offering Circular is intended to serve as the transaction summary for the purposes of Article 7(1)(c) of the Securitisation Regulation.

On 31 January 2019, the Financial Conduct Authority (the "**FCA**") and the Prudential Conduct Authority (the "**PRA**") issued a joint direction on private securitisation reporting (the "**Joint Direction**") requiring an originator, sponsor or SSPE of a securitisation who is established in the United Kingdom to notify a summary of the transaction to the FCA or PRA, as applicable, prior to the pricing of each issuance of

securities by such securitisation via a notification template. Further, from 1 January 2019, a notification must be provided by an originator, sponsor or SSPE of a securitisation who is established in the United Kingdom upon any information having to be made available to holders of a securitisation position under Article 7(1)(f) or (g) of the Securitisation Regulation. The Collateral Manager as Retention Holder has confirmed to the Issuer its compliance with the Joint Direction as of the Issue Date (see "*The Retention Holder and EU Retention Requirements – Description of the Retention Holder*").

Pursuant to the Irish STS Regulations, the Issuer must make a notification to the Central Bank within 15 working days of the issue of the Notes and in the manner prescribed in Regulation 6 of the Irish STS Regulations (the "**15 Day Notification**"). Pursuant to the Trust Deed, the Issuer will (with reasonable assistance from the Collateral Manager, if required) covenant to make the 15 Day Notification within the period required under the Irish STS Regulations.

The Securitisation Regulation provides for ESMA to develop draft regulatory technical standards to specify the information required to be disclosed in respect of underlying exposures and quarterly investor reports. ESMA published its final report including draft regulatory technical standards and disclosure templates on 22 August 2018. On 18 December 2018, the European Commission indicated in a letter to ESMA that it would only endorse ESMA's technical standards once certain amendments were introduced. ESMA published an opinion (the "**ESMA Opinion**") containing a revised set of draft regulatory standards on 31 January 2019; however, such revised regulatory technical standards have not yet been adopted by the European Commission. As a result, the Securitisation Regulation transitional provisions will apply for the interim period until the technical standards are formally finalised. The transitional provisions require that the disclosure templates set out in CRA3 be used until the ESMA disclosure templates are adopted.

In relation to information on underlying exposures as required under Article 7(1)(a) of the Securitisation Regulation, there is no CRA3 template for corporate loan assets of a type generally consistent with the nature of the Collateral Debt Obligations. In light of the above, the Issuer intends provide in the Payment Date Report and the Monthly Report the information on underlying assets set out in the "*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 as required under Article 7(1)(e) of the Securitisation Regulation, CRA3 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.

Investors should note the statement on 30 November 2018 from ESMA and the other European Supervisory Authorities ("**ESAs**") regarding these transitional provisions. While from a legal perspective, neither the ESAs nor Competent Authorities possess any formal power to allow the disapplication of directly applicable EU legal text, the ESAs stated that they expect Competent Authorities to generally apply their supervisory powers in their day-to-day supervision and enforcement of applicable legislation in a proportionate and risk-based manner. This approach entails that Competent Authorities can, when examining reporting entities' compliance with the disclosure requirements of the Securitisation Regulation take into account the type and extent of information already being disclosed by reporting entities. This approach does not entail general forbearance, but a case-by-case assessment by the Competent Authorities of the degree of compliance with the Securitisation Regulation. Notwithstanding that the transitional provisions on disclosure will apply to this transaction initially, as the ESA's statement does not "grandfather" transactions that are issued after 1 January 2019 but before the final disclosure templates are formally adopted, such transactions, including the transaction described herein, will need to comply with the disclosure templates required by Article 7 of the Securitisation Regulation once they are adopted.

Having regard to the ESA's statement, while the Issuer believes that by the approach described above the Issuer is taking reasonable steps to comply with the transitional provisions, no assurance can be given as to how such approach will be viewed by the ESAs or any Competent Authority.

As soon as reasonably practicable following the finalisation of the Transparency RTS and, if possible, prior to the Transparency Reporting Effective Date, the Issuer and the Collateral Manager shall propose in writing to the Collateral Administrator, the form, timing, frequency of distribution, method of distribution and content of the reporting related to the requirements of the Transparency RTS. The

Collateral Administrator shall then consult with the Issuer and the Collateral Manager and, if it agrees to provide 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 compile such report another service provider may be engaged (an "**SR Reporting Provider**") and the Collateral Manager shall assist the Issuer in this regard, provided that, if the Collateral Administrator does not agree to provide such reporting, it will use reasonable endeavours to assist (at the request and cost of the Issuer) the Issuer in transferring all relevant information held by it to such other service provider (see "*Description of the Reports – Transparency Report*").

For the avoidance of doubt, if the Collateral Administrator agrees to provide such services on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Securitisation Regulation. In providing such services, the Collateral Administrator also assumes no responsibility or liability to any third party (other than the Issuer), including any Noteholder or any potential investor in the Notes and including their se and/or onward disclosure of such information and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents (any such indemnities shall be payable as Administrative Expenses).

As of the date of this Offering Circular, it is not clear what form the final version of the regulatory technical standards related to disclosure, reporting and transparency will take or whether or not the Issuer will be able to comply with the requirements therein. As stated earlier in this section "*EU Securitisation Regulation",* the imposition of sanctions or remedial measures on the Issuer, the Retention Holder or the Collateral Manager may directly and adversely affect the amounts payable under Notes and otherwise affect the performance of the Issuer's obligations and such non-compliance may also have a negative impact on the price and liquidity of the Notes in the secondary market.

In addition, the Issuer, the Collateral Administrator, and the Collateral Manager may incur additional costs and expenses in seeking to comply with such disclosure obligations and certain amendments may be required in relation to the Transaction Documents. Such costs and expenses would be payable by the Issuer as Administrative Expenses.

Investor Requirements in relation to the Securitisation Regulation

In addition to the obligations under the Securitisation Regulation in relation to securitisations which apply directly on the sponsor, originator or original lender and the SSPE of a securitisation, the Securitisation Regulation also imposes due diligence requirements on investors who are "institutional investors" as defined under the Securitisation Regulation, being one of the following:

(a) an insurance undertaking as defined in point (1) of Article 13 of Directive 2009/138/EC;

(b) a reinsurance undertaking as defined in point (4) of Article 13 of Directive 2009/138/EC;

(c) an institution for occupational retirement provision falling within the scope of Directive (EU) 2016/2341 of the European Parliament and of the Council in accordance with Article 2 thereof, unless a Member States has chosen not to apply that Directive in whole or in parts to that institution in accordance with Article 5 of that Directive; or an investment manager or an authorised entity appointed by an institution for occupational retirement provision pursuant to Article 32 of Directive (EU) 2016/2341;

(d) an alternative investment fund manager ("**AIFM**") as defined in point (b) of Article 4(1) of Directive 2011/61/EU that manages and/or markets alternative investment funds in the EEA;

(e) an undertaking for the collective investment in transferable securities ("**UCITS**") management company, as defined in point (b) of Article 2(1) of Directive 2009/65/EC;

(f) an internally managed UCITS, which is an investment company authorised in accordance with Directive 2009/65/EC and which has not designated a management company authorised under that directive for its management; or

(g) a credit institution as defined in point (1) of Article 4(1) of Regulation (EU) No 575/2013 for the purposes of that regulation or an investment firm as defined in point (2) of Article 4(1) of that regulation.

Amongst other things, such requirements restrict such an institutional investor from investing in securitisations unless it has verified that:

(i) where the originator or original lender established in the EU is not a credit institution or an investment firm as defined in Regulation (EU) No 575/2013, the originator or original lender grants all the credits giving rise to the underlying exposures on the basis of sound and well-defined criteria and clearly established processes for approving, amending, renewing and financing those credits and has effective systems in place to apply those criteria and processes in accordance with the credit granting provisions of the Securitisation Regulation (with a similar requirement applying where the originator or original lender is established in a third country);

(ii) if the originator, sponsor or original lender who retains a material net economic interest is established in the EU, such retention is disclosed to the institutional investor in accordance with the relevant provisions of the Securitisation Regulation; and

(iii) the originator, sponsor or SSPE has complied with the disclosure requirements under the Securitisation Regulation.

Further, the Securitisation Regulation requires that an institutional investor carry out a due diligence assessment which enables it to assess the risks involved prior to investing including but not limited to the risk characteristics of the individual investment position and the underlying assets and all the structural features of the securitisation that can materially impact the performance of the investment. In addition, pursuant to the Securitisation Regulation an institutional investor holding a securitisation position is subject to various monitoring obligations in relation to the investment, including but not limited to:

(a) establishing appropriate written procedures to monitor compliance with the due diligence requirements and the performance of the investment and of the underlying assets;

(b) performing stress tests on the cash flows and collateral values supporting the underlying assets;

(c) ensuring internal reporting to its management body; and

(d) being able to demonstrate to its competent authorities, upon request, that it has a comprehensive and thorough understanding of the investment and underlying assets and that it has implemented written policies and procedures for the risk management and as otherwise required by the Securitisation Regulation.

Failure to comply with one or more of the requirements may result in various penalties including, in the case of those investors subject to regulatory capital requirements, the imposition of a punitive capital charge on the Notes acquired by the relevant investor and could have a negative impact on the price and liquidity of the Notes in the secondary market. In addition, changes in the regulatory capital treatment of the Notes may negatively impact the regulatory position of individual investors.

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

Investors are themselves responsible for monitoring and assessing any changes to European securitisation laws and regulations.

Relevant investors are required to independently assess and determine the sufficiency of the information described above for the purposes of complying with any relevant requirements and none of the Issuer,

the Initial Purchaser, the Sole Arranger, the Collateral Manager, the Collateral Administrator, the Trustee or (other than as described in "*The Retention Holder and EU Retention Requirements – Description of the Retention Holder*" below) the Retention Holder nor any of their respective Affiliates or any other person makes any representation that the information described therein is sufficient in all circumstances for such purposes or any other purpose or that the structure of the Notes, the Retention Holder (including its holding of the Retention Notes) and the transactions described herein are compliant with the requirements described above or any other applicable legal or regulatory or other requirements and no such person shall have any liability to any prospective investor or any other person with respect to any deficiency in such information or any failure of the transactions or structure contemplated hereby to comply with or otherwise satisfy such requirements.

U.S. Risk Retention Rules

On 24 December 2016, the final rules implementing the credit risk retention requirements of Section 941 of the Dodd-Frank Act (the "**U.S. Risk Retention Rules**") became effective and generally require one of the "sponsor" of asset-backed securities or a "majority-owned affiliate" thereof to retain not less than 5.0 per cent. of the credit risk of the assets collateralising the issuer's securities. On 9 February 2018, the U.S. Court of Appeals for the District of Columbia Circuit held that the federal agencies responsible for the U.S. Risk Retention Rules exceeded their statutory authority when designating the collateral manager of an open-market CLO as the securitizer of the open-market CLO (such decision, the "**DC Circuit Ruling**"), and subsequently issued a mandate to the lower court (the "**District Court**") requiring the District Court to implement the DC Circuit Ruling. The District Court has so implemented the DC Circuit Ruling, and as a result, the Collateral Manager has informed the Issuer none of the Collateral Manager, its affiliates or any other party intends to purchase or retain a risk retention interest under the U.S. Risk Retention Rules on or after the Closing Date; provided, however, that the Collateral Manager in its capacity as Retention Holder will retain the Retention Notes on the Issue Date, with the intention of complying with the EU Retention Requirements and EU Disclosure Requirements.

None of the transaction parties, their respective affiliates, nor any other person makes any representation, warranty or guarantee that the Collateral Manager, its affiliates or the transaction contemplated by this Offering Circular will be in compliance with the U.S. Risk Retention Rules.

2.4 European Market Infrastructure Regulation (EMIR)

The European Market Infrastructure Regulation EU 648/2012 and its various delegated regulations and technical standards ("**EMIR**") impose a range of 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 2.5 "*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 subject to the reporting obligation and certain of the risk mitigation obligations, but are not subject to the clearing obligation unless the gross notional value of all derivative contracts entered into by the non-financial counterparty and other non-financial entities in its "group" (as defined in EMIR), excluding eligible hedging transactions, exceed certain thresholds (set per asset class of OTC derivatives) and its counterparty is also subject to the clearing obligation. If the Issuer is considered to be a member of such a "group" (as defined in EMIR) (which

may, for example, potentially be the case if the Issuer is consolidated by a Noteholder as a result of such Noteholder's holding of a significant proportion of the Subordinated Notes) and if the aggregate notional value of OTC derivative contracts entered into by the Issuer and any non-financial entities within such group exceeds the applicable threshold, 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 (in each case, as and when such requirements become applicable for that particular counterparty pair). The process for implementing the margining requirements is under way and initial margining requirements for non-centrally cleared trades took effect from 4 February 2017 for the largest institutions. Variation margining requirements for non-centrally cleared trades took effect for all other institutions that are within scope from 1 March 2017.

The clearing obligation does not yet apply to all counterparties, but is being phased in for certain types of interest rate OTC derivative contracts (denominated in pounds sterling, Euro, USD and Japanese Yen) over the next three years dependent on the categorisation of counterparties to an OTC derivative contract. In addition, ESMA's final version of regulatory technical standards implementing the clearing obligation for certain additional classes of interest rate OTC derivatives (denominated in Norwegian Krone, Polish Zloty and Swedish Krona) was published on 10 November 2015 and has been submitted to the European Commission for endorsement (the "**Additional Currencies RTS**"). The Additional Currencies RTS was endorsed by the European Commission in June 2016 and published in the Official Journal on 20 July 2016 and the clearing obligation took effect from 9 February 2017 for certain counterparties. Key details as to how the clearing obligation may apply to other classes of OTC derivatives remain to be clarified via corresponding technical standards.

The clearing obligation may, in certain circumstances, also apply to swap arrangements entered into prior to the relevant future effective date, although the European delegated regulation relating to the clearing obligation contemplates that this will not be the case for swap contracts entered into by non-financial counterparties which are not AIFs (as defined under "*Alternative Investment Fund Managers Directive*" below).

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 "**Risk Mitigation Techniques RTS**"). The Risk Mitigation Techniques RTS were published in the Official Journal on 15 December 2016 and entered into force on 4 January 2017.

The Risk Mitigation Techniques RTS details the risk mitigation obligations and margin requirements in respect of non-cleared OTC derivatives as well as 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 U.S., Japanese and Canadian requirements.

Whilst the Hedge Transactions are expected to be treated as hedging transactions and deducted from the total in assessing the notional value of OTC derivative contracts entered by the Issuer and/or non-financial entities within its "group" (as defined in EMIR), there is currently no certainty as to whether the relevant regulators will share this view.

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 and currency 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.

The Hedge Agreements may contain early termination events which are based on certain applications of EMIR and which may allow the relevant Hedge Counterparty to terminate a Hedge Transaction upon the occurrence of such event(s). The termination of a Hedge Transaction in these circumstances may result in a termination payment being payable by the Issuer. See further "*Hedging Arrangements*".

The Conditions permit the Issuer and oblige the Trustee, without the consent of any of the Noteholders, to concur in the making of modifications to the Transaction Documents and/or the Conditions which the Issuer certifies are required to comply with the requirements of EMIR which may become applicable in the future.

Prospective investors should be aware that the regulatory changes arising from EMIR may in due course significantly increase the cost of entering into derivative contracts (including the potential for non-financial counterparties such as the Issuer to become subject to marking to market and collateral posting requirements in respect of non-cleared OTC derivatives such as Currency Hedge Transactions and Interest Rate Hedge Transactions). These changes may adversely affect the Issuer's ability to enter into Hedge Transactions and therefore the Issuer's ability to acquire Non-Euro Obligations and 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.

It should also be noted that further changes may be made to the EMIR framework in the context of the EMIR review process, including in respect of counterparty classification. In this regard, the EU Commission has published legislative proposals providing for certain amendments to EMIR (the "**Proposals**"). If the Proposals are adopted in their current form, the classification of certain counterparties under EMIR would change including with respect to certain securitisation vehicles such as the Issuer. While the Proposals will need to be approved by the EU Council and the European Parliament, and their effective date is not yet certain, they contain several features which, if not modified, may impact the Issuer's ability to enter into Currency Hedge Transactions and Interest Rate Hedge Transactions. Under the Proposals, securitisation special purpose entities such as the Issuer will be classified as financial counterparties ("**FCs**"). FCs, subject to a newly introduced clearing threshold per asset class for FCs, are subject to the clearing obligation under EMIR. While the clearing threshold is unlikely to be exceeded by the Issuer, there is no corresponding relief available to an FC in respect of its obligation to post margin pursuant to the margin rules for uncleared swaps. A requirement on the Issuer to post margin, will adversely affect its ability to enter into Currency Hedge Transactions and therefore upon its ability to acquire Non-Euro Obligations. In respect of any Interest Rate Hedge Transaction, such changes may adversely affect the Issuer's ability to manage interest rate risk. It is not clear when, and in what form, the Proposals (and any corresponding technical standards) will be adopted and will become applicable. In addition, the compliance position under any adopted amended framework of swap transactions entered into prior to adoption is uncertain. No assurances can be given that any changes made to EMIR would not cause the status of the Issuer to change and lead to some or all of the potentially adverse consequences outlined above. On 15 November 2017 and 28 November 2017, the Council of the European Union published its amendments to the Proposal (the "**Compromise Proposals**"). The Compromise Proposals delete the inclusion of SSPEs in the FC definition. The European Parliament's Economic and Monetary Affairs Committee adopted the Compromise Proposal on 16 May 2018. This position was confirmed in the text adopted by the European Parliament in 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.

2.5 Alternative Investment Fund Managers Directive

EU Directive 2011/61/EU on Alternative Investment Fund Managers ("**AIFMD**") introduced authorisation and regulatory requirements for managers of alternative investment funds ("**AIFs**"). If the Issuer were to be considered to be an AIF within the meaning in AIFMD, it would need to be managed by a manager authorised under AIFMD (an "**AIFM**"). The Collateral Manager is not authorised under AIFMD but is currently authorised under MiFID II. As the Collateral Manager is not permitted to be authorised under both AIFMD and under MiFID II, it will not be able to apply for an authorisation under AIFMD unless it gives up its authorisation under MiFID II. If considered to be an AIF, the Issuer would

also be classified as a FC under EMIR and may be required to comply with clearing obligations with respect to Hedge Transactions and obligations to post margin to any central clearing counterparty or market counterparty. See also 2.4 "*European Market Infrastructure Regulation (EMIR)*" above.

There is an exemption from the definition of AIF in AIFMD for "securitisation special purpose entities" (the "**SSPE Exemption**"). ESMA has not yet given any formal guidance on the application of the SSPE Exemption or whether a vehicle such as the Issuer would fall within it. However, as regards the position in Ireland, the Central Bank has confirmed that pending such further clarification from ESMA, "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 SSPE Exemption does not apply and the Issuer is considered to be an AIF, the Collateral Manager may not be able to continue to manage the Issuer's assets, or its ability to do so may be impaired. As a result, implementation of the AIFMD may affect the return investors receive from their investment.

The Conditions require 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 which the Issuer (or the Collateral Manager acting on behalf of the Issuer) certifies are required to comply with the requirements of AIFMD which may become applicable at a future date.

2.6 U.S. Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**") was signed into law on 21 July 2010. The Dodd-Frank Act represents a comprehensive change to financial regulation in the U.S., and affects virtually every area of the capital markets. Implementation of the Dodd-Frank Act requires many lengthy rulemaking processes resulting in the adoption of a multitude of new regulations applicable to entities which transact business in the U.S. or with U.S. Persons outside the U.S. The Dodd-Frank Act affects 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, and once fully implemented may have additional effects on its business and activities. While many regulations implementing various provisions of the Dodd-Frank Act have been finalised and adopted, some implementing regulations currently exist only in draft form and are subject to comment and revision, and still other implementing regulations have not yet been proposed. It is therefore difficult to predict whether and to what extent the businesses of the Collateral Manager and its subsidiaries and affiliates and the Issuer, will be affected by the Dodd-Frank Act as implementing regulations are finalised over time and come into effect.

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

2.7 CFTC Regulations

Pursuant to the Dodd-Frank Act, the regulators in the U.S. have promulgated and continue to promulgate a range of new regulatory requirements that may affect the pricing, terms and compliance costs associated with the entry into any Hedge Transaction by the Issuer and the availability of such Hedge Transactions. Some or all of the Hedge Transactions that the Issuer may enter into may be affected by: (i) the requirement that certain swaps be centrally cleared and 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; and (iii) swap reporting and recordkeeping obligations, and other matters. These new requirements may: (x) 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; (y) have unforeseen legal consequences on the Issuer or the Collateral Manager; or (z) 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.

2.8 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 U.S. 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, for CPOs to pools whose interests are sold to qualifying investors pursuant to an exemption from registration under the Securities Act, and that limit transactions in commodity interests to the trading thresholds set forth in the Rule. Specifically, under CFTC Rule 4.13(a)(3), the Issuer would be required to limit transactions in commodity interests so that either (i) no more than 5.0 per cent. of the liquidation value of the Issuer's assets is used as margin, premiums and required minimum security deposits to establish such positions, or (ii) the aggregate net notional value of the Issuer's positions in commodity interests does not exceed 100.0 per cent. of the Issuer's liquidation value. 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 not the NFA has reviewed or approved this Offering Circular or any related subscription agreement.

Notwithstanding the above, in the event that the CFTC guidance referred to above changes or the Issuer engages in one or more activities that might cause it to be treated as a commodity pool and no exemption from registration is available, registration of the Collateral Manager as a CPO and/or a CTA may be required before the Issuer (or the Collateral Manager on the Issuer's behalf) may enter into any Hedge Agreement. Registration of the Collateral Manager as a CPO and/or a CTA could cause the Collateral Manager to be subject to extensive compliance and reporting requirements that would involve material costs which would 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 regulatory requirements, 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 would 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.

2.9 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: (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 Investment Company Act but for the exception contained in section 3(c)(1) or 3(c)(7) of that Act, subject to certain exemptions and exclusions 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" relate, 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".

As discussed in 2.10 "*Issuer Reliance on Rule 3a-7*" below, the Transaction Documents contain certain requirements that are intended to allow the Issuer to rely on the exception from the definition of "investment company" contained in Rule 3a-7 under the Investment Company Act. However, there can be no assurance that the Issuer will be viewed by a U.S. regulator with responsibility for Volcker Rule compliance as having complied with Rule 3a-7 or that compliance with those requirements will be adequate for the Issuer to rely on Rule 3a-7.

Investors should conduct their own analysis to determine whether the Issuer may be considered to be a "covered fund" for their purposes. See further also 2.10 "*Issuer Reliance on Rule 3a-7*" below. In any event, if it were determined that the Issuer did not qualify for the exception provided by Rule 3a-7 there is a high likelihood that the Issuer would be determined to be a "covered fund". None of the Issuer, the Initial Purchaser, the Sole Arranger, the Collateral Manager, the Trustee 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 2.8 "*Commodity Pool Regulation*" above) could, depending on which CEA exemption is relied upon by such "commodity pool" or its "commodity pool operator", also fall within the definition of a "covered fund" as described above.

The holders of any of the Class A Notes, the Class B Notes, the Class C Notes or the Class D Notes in the form of CM Removal and Replacement Exchangeable Non-Voting Notes or CM Removal and Replacement Non-Voting Notes are disenfranchised in respect of any CM Removal Resolution and/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 into a credit related financial transaction with the Issuer should consult its own legal advisors and consider the potential impact of the Volcker Rule in respect of such investment a 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 Initial Purchaser, the Sole Arranger, the Collateral Manager, the Collateral Manager Related Persons, the Trustee 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 or Rule 3a-7 of the Investment Company Act to the Issuer, or to such investor's investment in the Notes on the Issue Date or at any time in the future. See further 2.10 "*Issuer Reliance on Rule 3a-7*" below.

2.10 Issuer Reliance on Rule 3a-7

The Transaction Documents contain certain requirements that are intended to allow the Issuer to rely on the exception from the definition of "investment company" contained in Rule 3a-7 under the Investment Company Act ("**Rule 3a-7**"). So long as the Issuer relies on Rule 3a-7, its ability (and the ability of the Collateral Manager on its behalf) to acquire and dispose of Collateral Debt Obligations, Collateral Enhancement Obligations or Eligible Investments may be limited, which could adversely affect its ability to realise gains, mitigate losses or reinvest principal payments or sale proceeds. In particular, there are restrictions on trading. These restrictions may adversely affect the return to holders of the Notes.

The Issuer has the right by notice to the Trustee to elect (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act and to no longer rely on Rule 3a-7. Investors should carry out their own analysis to determine whether the Issuer may be considered to be a "covered fund" for their purposes.

In 2011, the SEC published an advance notice of proposed rulemaking to potentially consider proposing amendments to Rule 3a-7. Any guidance from the SEC or its staff regarding Rule 3a-7, including changes that the SEC may ultimately adopt to Rule 3a-7, that narrow the scope of Rule 3a-7, could further inhibit the business activities of the Issuer and adversely affect the holders of the Notes.

Notwithstanding these restrictions, there can be no assurance that the Issuer will satisfy the requirements of Rule 3a-7 (including with respect to the Trading Requirements) or that any investor will be able to treat the Issuer as exempt under Rule 3a-7 for such purposes, and none of the Issuer, the Initial Purchaser, the Sole Arranger, the Collateral Manager, the Trustee nor any of their affiliates makes any representation with respect thereto. It is expected that, in connection with certain capital raising activities of certain investors in the Notes and other investors in collateralised debt obligation securities, the SEC may consider the applicability of Rule 3a-7 to the Issuer or other issuers engaged in similar activities. There can be no assurance as to the results of any such consideration, and such action by the SEC could adversely affect the Issuer and the Noteholders. If necessary as a result of such consideration or otherwise, in order to permit the Issuer to rely on Rule 3a-7 or otherwise avoid constituting an investment

company required to register under the Investment Company Act, the Issuer will be permitted to amend the Trust Deed and/or the Conditions without the consent of the Noteholders. Such amendments could result in additional limitations on the ability of the Issuer to purchase and sell Collateral Debt Obligations, among other restrictions, and could adversely affect the return to Noteholders.

2.11 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.

2.12 Flip Clauses

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

The English Supreme Court has, in Belmont Park Investments Pty Limited v BNY Corporate Trustee Services Limited and Lehman Brothers Special Financing Inc. [2011] UKSC 38, upheld the validity of a flip clause contained in an English-law governed security document 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. courts, the U.S. Bankruptcy Court for the Southern District of New York in Lehman Brothers Special Financing Inc. v. BNY Corporate Trustee Services Limited. (In re Lehman Brothers Holdings Inc.), Adv. Pro. No. 09-1242-JMP (Bankr. S.D.N.Y. May 20, 2009) examined a flip clause contained in an indenture related to a swap agreement 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 also found that the Code's safe harbour provisions, which protect certain contractual rights under swap agreements, did not apply to the flip clause because the flip clause provisions were contained in the indenture, and not in the swap agreement itself. Judge Peck acknowledged that this has resulted in the U.S. courts coming to a decision "directly at odds with the judgement of the English Courts". While BNY Corporate Trustee Services Ltd filed a motion for and was granted leave to appeal with the U.S. Bankruptcy Court, the case was settled before the appeal was heard.

On 28 June 2016, the U.S. Bankruptcy Court issued a decision in Lehman Brothers Special Financing Inc. v. Bank of America National Association, et al. Case No. 10-3547 (In re Lehman Brothers Holdings Inc.), Chapter 11 Case No. 10-03547 (Bankr S.D.N.Y. June 28, 2016). In this decision, the court held that not all priority of payment provisions would be unenforceable ipso facto clauses under the U.S. Bankruptcy Code. Instead, the court identified two materially distinct approaches to such provisions. Where a counterparty's automatic right to payment priority ahead of the noteholders is "flipped" or modified upon, for example, such counterparty's default under the swap document, the court confirmed that such priority provisions were unenforceable ipso facto clauses. Conversely, the court held that priority provisions where no right of priority is established until after a termination event under the swap

documents has occurred were not ipso facto clauses, and, therefore, fully enforceable. Moreover, even where the provisions at issue were ipso facto clauses, the Court found that they were nonetheless enforceable under the Code's safe harbour provisions. Specifically, the Court concluded that priority of distribution was a necessary part of liquidation of a swap agreement, which the safe harbour provisions expressly protect. The Court effectively limited the analysis in the BNY case to instances where the flip provisions are only in an indenture, and do not constitute part of the swap agreement. This judgment highlights the difference in approach taken between U.S. and English law on this subject, although it significantly reduces the practical differences in outcome. Lehman filed a notice of appeal with regards to this decision on 6 February 2017. In addition, there remain several actions in the U.S. commenced by debtors of Lehman Brothers concerning the enforceability of flip clauses and this is likely to be an area of continued judicial focus particularly in respect of multi-jurisdictional insolvencies.

The flip clause examined in the Belmont case is similar in substance to the relevant provisions in the Priorities of Payment, 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 Payment would certainly be enforceable as a matter of English law, in the case of insolvency of a Hedge Counterparty.

Moreover, if the Priorities of Payment are the subject of litigation in any jurisdiction outside England and Wales, in particular in the U.S., and such litigation results in a conflicting judgment in respect of the binding nature of the Priorities of Payment, it is possible that termination payments due to the Hedge Counterparties would not be subordinated as envisaged by the Priorities of Payment 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.

2.13 LIBOR and EURIBOR Reform and Continuation

Various interest rate benchmarks (including the London Inter-Bank Offered Rate ("**LIBOR**") and the Euro Interbank Offered Rate (for the purposes of this risk factor, "**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.

For example, in the EU a regulation (the "**Benchmarks Regulation**") on indices used as benchmarks in financial instruments and financial contracts entered into force on 30 June 2016. It is directly applicable law across the EU. The applicable date for the majority of its provisions was 1 January 2018.

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

(a) an index which is a "benchmark" could not be used by a supervised entity in certain ways if its administrator does not obtain authorisation (or, if based in a non-EU jurisdiction, the administrator is not otherwise recognised as equivalent);

(b) the methodology or other terms of the "benchmark" could be changed in order to comply with the terms of the Benchmarks Regulation; and

(c) an index may be discontinued if it does not comply with the requirements of the Benchmarks Regulation, or if its administrator does not obtain authorisation.

In addition, in a speech on 27 July 2017, Andrew Bailey, the Chief Executive of the FCA, announced the FCA's intention to cease sustaining LIBOR from the end of 2021. The FCA has statutory powers to compel panel banks to contribute to LIBOR where necessary. The FCA has decided not to ask, or to require, that panel banks continue to submit contributions to LIBOR beyond the end of 2021. The FCA has indicated that the current panel banks will voluntarily sustain LIBOR until the end of 2021. The FCA's intention is that after 2021, it will no longer be necessary for the FCA to persuade, or to compel, banks to submit to LIBOR. The FCA does not intend to sustain LIBOR through using its influence or legal powers beyond that date.

The use of LIBOR as a benchmark rate is pervasive throughout the financial markets. While the FCA envisages that market participants will transition away from LIBOR, it is not yet clear what rate or rates would replace it for any particular financial product and how any such change or changes would be implemented.

It remains possible that the LIBOR administrator, ICE Benchmark Administration, and the panel banks could continue to produce LIBOR on the current basis after 2021, if they are willing and able to do so. However, the survival of LIBOR in its current form, or at all, is not guaranteed after 2021.

In response to the Benchmark Regulation, the International Swaps and Derivatives Association, Inc. ("**ISDA**") has, on 19 September 2018, published the ISDA Benchmarks Supplement (the "**ISDA Supplement**"), which gives parties the ability to improve the contractual robustness of derivatives that reference interest rate, FX, equity and commodities benchmarks. It enables parties to specify fallbacks if a "Benchmark Trigger Event" occurs with respect to a "Relevant Benchmark" (including LIBOR or EURIBOR) (each term as defined in the ISDA Supplement) used in a relevant swap transaction (such as a Hedge Transaction). A Benchmark Trigger Event means:

(a) a public statement or publication of information by or on behalf of the administrator of the relevant benchmark announcing that it has ceased or will cease to provide the relevant benchmark permanently or indefinitely (provided there is no successor administrator), or another event which constitutes an "Index Cessation Event" (as defined in the ISDA Supplement); and

(b) delivery of a notice by one party to the transaction specifying (and citing publicly available information) that any authorisation, registration, recognition, endorsement, equivalence decision, approval or inclusion in any official register in respect of the relevant benchmark or the administrator of the relevant benchmark has not been obtained or as been, or will be, rejected, refused, suspended or withdrawn by the relevant competent authority or other relevant official body (i.e. an "**Administrator/Benchmark Event**").

Upon the occurrence of a "Benchmark Trigger Event", assuming no priority fallback is provided for in the definition of the relevant benchmark itself, then unless otherwise agreed, the parties shall be required to use commercially reasonable effort to apply an "Alternative Continuation Fallback", being (in the following order of priority): (i) agreement between the parties, (ii) application of any alternative pre-nominated index (identified by the parties to the transaction), (iii) application of any post-nominated index (formally designated, nominated or recommended by a relevant nominating body or the administrator or sponsor of the benchmark), and (iv) application of a calculation agent nominated replacement index (in each case, with the potential for adjustment payments or spreads being applied to the relevant swap transaction).

If no continuation amendment can be made under any of the alternative continuation fallbacks provided for in the ISDA Supplement, then by close of business on the applicable cut-off date, there shall be an additional termination event in respect of each affected transaction on the basis that both parties shall be "Affected Parties".

Investors should be aware that:

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

(b) any of these changes or any other changes to a benchmark could affect the level of the published rate, including to cause it to be lower and/or more volatile than it would otherwise be

(c) if any payment to be made under a Hedge Transaction is calculated with reference to a benchmark which is subject to a Benchmark Trigger Event and (as anticipated in respect of

certain of the Hedge Agreements) the relevant Hedge Agreement is deemed to incorporate the terms of the ISDA Supplement by reference, then:

(i) such payment will instead be calculated by reference to a fallback rate or benchmark determined in accordance with the terms of the ISDA Supplement, which may differ from the fallback provisions applicable to any affected Collateral Debt Obligation, creating the potential risk for mismatch as described in item (d)(ii) below; and

(ii) although the terms of the relevant Hedge Agreement shall require the Issuer and relevant Hedge Counterparty, where necessary to reduce or eliminate any such mismatch, to use commercially reasonable efforts to apply an alternative fallback (and to make alternative adjustments, amendments and payments) to those provided for in the ISDA Supplement, this may result in an adjustment payment becoming payable by the Issuer to the relevant Hedge Counterparty to reflect any consequential change in the economics of the Hedge Transaction. This could reduce amounts that would otherwise be available to the Issuer for making payments to the Noteholders;

(d) if the applicable rate of interest on any Collateral Debt Obligation is calculated with reference to a benchmark (or currency or tenor) which is discontinued:

(i) such rate of interest will then be determined by the provisions of the affected Collateral Debt Obligation, which may include determination by the relevant calculation agent in its discretion;

(ii) there may be a mismatch between the replacement rate of interest applicable to the affected Collateral Debt Obligation and the replacement rate of interest the Issuer must pay under any applicable Hedge Agreement. This could lead to the Issuer receiving amounts from affected Collateral Debt Obligations which are insufficient to make the due payment under the Hedge Agreement, and potential termination of the Hedge Agreement;

(e) if any of the relevant EURIBOR benchmarks referenced in Condition 6 (*Interest*) is discontinued, interest on the Notes will be calculated under Condition 6(e) (*Interest on the Rated Notes*). In general, fallback mechanisms which may govern the determination of interest rates where a benchmark rate is not available (such as those described at items (c) and (d) immediately above) are not suitable for long term use. Accordingly, in the event a benchmark rate is permanently discontinued, it may be desirable to amend the applicable interest rate provisions in the affected Collateral Debt Obligation, Hedge Agreement or the Notes. Investors should note that the Issuer may, in certain circumstances, without the consent of Noteholders, amend or waive the Transaction Documents upon terms satisfactory to the Collateral Manager in order to modify or amend the reference rate in respect of the Notes; provided that the Controlling Class and the Subordinated Noteholders have consented within the timescale provided in Condition 14(c) (*Modification and Waiver*), in each case, acting by way of Ordinary Resolution. See Condition 14(c) (*Modification and Waiver*); and

(f) the administrator of a relevant benchmark will not have any involvement in the Collateral Debt Obligations or the Notes and may take any actions in respect of such benchmark without regard to the effect of such actions on the Collateral Debt Obligations or the Rated Notes.

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

2.14 Financial Transaction Tax **("FTT")**

In February 2013, the European Commission published a proposal (the "**Commission Proposal**") for a Council Directive implementing enhanced cooperation for a financial transaction tax ("**FTT**") requested by Austria, Belgium, Estonia, France, Germany, Greece, Italy, Portugal, Slovakia, Slovenia and Spain

(together, other than Estonia, the "**Participating Member States**"). However, on 16 March 2016, Estonia completed the formalities required to cease participation in the enhanced cooperation on FTT.

Under the Commission Proposal, the proposed FTT would apply to certain dealings in the Notes where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including: (i) by transacting with a person established in a Participating Member State; or (ii) where the financial instrument in which the parties are dealing is issued in a Participating Member State. The FTT may apply to both transaction parties where one of these circumstances applies. The FTT may also apply to dealings in the Collateral Debt Obligations to the extent the Collateral Debt Obligations constitutes financial instruments within its scope, such as bonds, or other transactions (including concluding swap transactions and/or purchases or sales of securities) if it is adopted based on the Commission proposal. 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. In such circumstances, it is not possible to predict with certainty what effect the proposed FTT might have on the business of the Issuer and any such tax liabilities may reduce amounts available to the Issuer to meet its obligations under the Notes and may result in investors receiving less interest or principal than expected.

Certain aspects of the Commission Proposal are controversial and, while the Commission Proposal initially identified the date of introduction of the FTT across the Participating Member States as being 1 January 2014, this anticipated introduction date has been extended on several occasions due to disagreement among the Participating Member States regarding a number of key issues concerning the scope and application of the FTT.

On 10 October 2016, following a meeting of the Finance Ministers of the ten remaining Participating Member States, it was reported that an agreement in principle had been reached on certain key aspects of the FTT and that the Commission had consequently been asked to prepare draft FTT legislation on the basis of that agreement. However, the details of the FTT remain to be agreed. A written answer given by Pierre Moscovici in the European Parliament, speaking on behalf of the Commission on 28 April 2017, confirmed that negotiations between Participating Member States on the Commission's proposal are continuing with a number of key areas still open for discussion, although the Commission's intention was to assist Participating Member States reaching a compromise agreement during the course of 2017. Accordingly, the date of implementation of the FTT remains uncertain. Additional Member States may also decide to participate in the FTT. Prospective holders of the Notes are advised to seek their own professional advice in relation to any FTT and its potential impact on their dealings in the Notes before investing.

2.15 Diverted Profits Tax

The Finance Act 2015 introduced a new tax in the UK to be called the "diverted profits tax" (the "**DPT**") which is charged at 25.0 per cent. of any "taxable diverted profits". The tax has effect from 1 April 2015 and may apply in circumstances including: (i) where arrangements are designed to ensure that a non-UK resident company does not carry on a trade in the UK through a permanent establishment; and (ii) that a tax reduction is secured through the involvement of entities or transactions lacking economic substance. The DPT is a new tax and its scope and the basis upon which it will be applied by HM Revenue & Customs remains uncertain.

In the event that the Collateral Manager was assessed to DPT, it would in certain circumstances be entitled to an indemnity from the Issuer. Any payments to be made by the Issuer under this indemnity will be paid as Administrative Expenses in accordance with the Priorities of Payment (as applicable). It should be noted that HM Revenue & Customs would be entitled to seek to assess the Issuer to any diverted profits tax due directly rather than through the Collateral Manager as its UK tax representative. Should the Issuer be assessed directly on this basis, the Issuer will be liable to pay such amounts in accordance with the Priorities of Payment (as applicable).

Imposition of the DPT by the United Kingdom tax authorities in these circumstances may also give rise to a Note Tax Event. If a Note Tax Event were to occur 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 Controlling Class or the Subordinated Notes, in each case acting by way of Extraordinary Resolution, subject to certain conditions.

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**").

In July 2013, the OECD launched an Action Plan on Base Erosion and Profit Shifting, identifying fifteen specific actions to achieve this. Subsequently, the OECD published discussion papers and held public consultations in relation to those actions, also publishing interim reports, analyses and sets of recommendations in September 2014 for seven of the actions. On 5 October 2015, the OECD published final reports, analyses and sets of recommendations for all of the fifteen actions it identified as part of its Action Plan, which G20 finance ministers then endorsed during a meeting on 8 October 2015 in Lima, Peru (the "**Final Report**"). The Final Report was endorsed by G20 Leaders during their annual summit on 15-16 November 2015 in Antalya, Turkey.

Action 6

One of the action points from the Final Report ("**Action 6**") is the prevention of treaty abuse by developing model treaty provisions to prevent the granting of treaty benefits in inappropriate circumstances.

The Final Report recommends, as a minimum, that countries should include in their tax treaties: (i) an express statement that the common intention of each contracting state which is party to such treaties is to eliminate double taxation without creating opportunities for non-taxation or reduced taxation through tax evasion or avoidance; and (ii) one, or both, of (x) a "limitation-on-benefits" ("**LOB**") rule; and (y) a "principal purposes test" ("**PPT**") rule.

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

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

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

by OECD of a public discussion draft document on the entitlement of non-CIV funds to treaty benefits and the publication on 6 January 2017 of a further discussion document detailing examples of transactions featuring non-CIVs.

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

Action 7

The focus of another action point ("**Action 7**") was to develop changes to the treaty definition of a permanent establishment and the scope of the exemption for an "agent of independent status" to prevent the artificial avoidance of having a permanent establishment in a particular jurisdiction. The Final Report on Action 7 sets out the changes that will be made to the definition of a "permanent establishment" in Article 5 of the OECD Model Convention and the OECD Model Commentary.

Among other recommendations, the Final Report on Action 7 recommended two specific changes to the OECD Model Convention: (i) the expansion of the circumstances in which a permanent establishment is created to include the negotiation of contracts where certain conditions are satisfied; and (ii) narrowing the exemption for agents of independent status where contracts are concluded by an independent agent and that agent is connected to the foreign enterprise on behalf of which it is acting.

As noted below, whether the Issuer will be subject to UK corporation tax may depend on, among other things, whether the Collateral Manager is regarded as an agent of independent status acting in the ordinary course of its business for the purpose of Article 5(6) of the UK/Ireland double tax treaty. As at the date of this Offering Circular, it is expected that, taking into account the nature of the Collateral Manager's business and the terms of its appointment and its role under the Collateral Management Agreement, the Collateral Manager will be regarded as an agent of independent status acting in the ordinary course of its business or it will be able to rely on the UK's Investment Manager Exemption (as defined below) for these purposes.

However, it is not clear what impact the Final Report relating to Action 7 will have on the UK/Ireland double tax treaty and the above analysis, principally because it is not clear to what extent (and on what timeframe) particular jurisdictions (such as the UK and Ireland) will decide to adopt any of the Final Report's recommendations. The recommendations of the Final Report on Action 7 described above do not represent a BEPS "minimum standard" and, accordingly, even where countries do sign the Multilateral Instrument, they will not be required, but may opt, to amend their existing tax treaties to include the recommendations of the Final Report.

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, see the risk factor entitled "*ATAD*" below) may be implemented in a manner which affects the tax position of the Issuer.

Implementation of the recommendations in the Final Report

The OECD Action Plan noted the need for a swift implementation of any measures which are finally decided upon and suggested that Actions 6 and 7, among others, could be implemented by way of multilateral instrument, rather than by way of negotiation and amendment of individual tax treaties. Subsequently, therefore, on 24 November 2016, the OECD published the text and explanatory statement of the "Multilateral Convention to Implement Tax Treaty Related Measures to Prevent Base Erosion and Profit Shifting", developed by an ad hoc group of 99 countries which included Ireland and the UK (the "**Multilateral Instrument**"). The Multilateral Instrument is to be applied alongside existing tax treaties (rather than amending them directly), modifying the application of those existing treaties in order to implement BEPS measures. 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. 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 relevant treaty article relates to and the date on which the treaty counterpart jurisdiction deposits its own instrument of ratification.

As at the date of this Offering Circular, both the UK and Ireland have ratified the Multilateral Instrument (on 29 June 2018 and 29 January 2019 respectively), The Multilateral Instrument entered into force in the UK on 1 October 2018 and entered into force in Ireland on 1 May 2019. Upon signing the Multilateral Instrument, the UK and Ireland have submitted their preliminary lists of reservations and notifications to be made pursuant to it. The UK has published its final list and has not elected to apply the simplified LOB rule or to allow other jurisdictions to apply it to its treaties. In the equivalent document provided by Ireland it also did not elect to apply the simplified LOB rule or permit it to be applied by other jurisdictions to its treaties. As a result, the double tax treaties Ireland has entered into with the UK and other jurisdictions are expected to only apply a PPT.

Once in effect, this 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 either the tax authorities of those jurisdictions from which payments are made to the Issuer or the UK in relation to the application of Article 5 and 8 of the UK-Ireland double tax treaty).

It is also possible that Ireland will negotiate other bespoke amendments to their double tax treaties on a bilateral basis in the future which may affect the ability of the Issuer to obtain the benefit of these treaties.

Consequences of a denial of treaty benefits

Provided that the Issuer carries on investment activities as opposed to a trade, the incorporation of the final recommendations for Action 6 in the UK-Ireland double tax treaty is not expected to affect the Issuer's exposure to UK corporation tax.

However, if the Issuer were to be trading, and if the UK-Ireland double tax treaty were amended to incorporate the final recommendations for Action 6 then there may be a risk that the Issuer could be treated as having a taxable permanent establishment in the UK (see the risk factors entitled "*UK Taxation of the Issuer*" and "*Diverted Profits Tax*" for further information in relation to the circumstances in which the Issuer could be treated as having a UK permanent establishment for UK tax purposes).

If as a consequence of the application of Action 6 UK tax were imposed on the net income or profits of the Issuer, the amount of UK tax due would likely be significant on the basis that some or all of the interest which it pays on the Notes may not be deductible for UK tax purposes. If the UK imposed tax on the net income or profits of the Issuer, this may constitute a Note Tax Event, which may result in an Optional Redemption (in whole but not in part) of the Notes of each Class in accordance with Condition 7(g) (*Redemption following Note Tax Event*).

If, as a consequence 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 were made to the Issuer subject to withholding taxes, and the Obligors do not make "gross-up" payments that cover the full amount of any such withholding taxes, the amounts available to make payments on, or distributions to, the Noteholders would accordingly be reduced. If the Issuer receives any interest payments on any Collateral Debt Obligation net of any applicable withholding tax, the Interest Coverage Tests and the Fitch Minimum Weighted Average Spread Test will be determined by reference to such net receipts. A Collateral Tax Event shall occur if the aggregate amount of any withholding tax on payments in respect of the Collateral Debt Obligations during any Due Period is equal to or in excess of 6.0 per cent. of the aggregate interest payments, discount or premium payments due on all Collateral Debt Obligations during such Due Period (other than any additional interest arising as a result of the operation of any gross-up provision), following which the Notes may be redeemed (in whole but not in part) at the option of the Subordinated Noteholders, acting by Ordinary Resolution. See Condition 7(b)(i)(B) (*Optional Redemption in Whole—Subordinated Noteholders*).

2.17 ATAD

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**"). Member States had until 31 December 2018 to implement the Anti-Tax Avoidance Directive, 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) 30.0 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. Ireland has not yet implemented the interest deductibility limitation rule, nor has draft legislation been published. In the absence of implementing legislation, the possible implications of the interest deductibility limitation rule for the Issuer are uncertain. However, the restriction on interest deductibility as provided for in the Anti-Tax Avoidance Directive would only be in respect of the amount by which the borrowing costs exceed "interest revenues and other equivalent taxable revenues from financial assets". Accordingly, as the Issuer will generally fund interest payments it makes under the Notes from interest payments to which it is entitled under Collateral Debt Obligations (that is such that the Issuer pays limited or no net interest), the restriction may be of limited relevance to the Issuer even if the Anti-Tax Avoidance Directive were implemented as originally published. There is also a carve out in the Anti-Tax Avoidance Directive for financial undertakings, although as currently drafted the Issuer would not be treated as a financial undertaking. The European Commission is also pursuing other initiatives, such as at the introduction of a common corporate tax base, the impact of which, if implemented, is uncertain.

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 Sates' 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.

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 Taxes Consolidation Act 1997 (as amended) of Ireland ("**TCA**") 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 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 Initial Purchaser, 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 Initial Purchaser, the Collateral Manager, the Agents and the Trustee will comply with AML Requirements to which they are or may become subject and to interpret such AML Requirements broadly in favour of disclosure. Failure to honour any request by the Issuer, the Initial Purchaser, the Collateral Manager, the Agents or the Trustee to provide requested information or take such other actions as may be necessary or advisable for the Issuer, the Initial Purchaser, the Collateral Manager, the Agents 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 Initial Purchaser, the Collateral Manager, the Agents and the Trustee intends to comply with applicable anti-money laundering and anti-terrorism, economic and trade sanctions, and anti-corruption or anti-bribery laws, and regulations of the U.S. 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.

2.20 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 the 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 to amounts available to make such payments 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 brought against it or that the Issuer might otherwise bring to protect its interests.

2.21 CRA

Aspects of Regulation (EU) 462/2013 of the European Parliament and of the European Council amending Regulation EC 1060/2009 on credit rating agencies ("**CRA3**") came into force on 20 June 2013. Article 8(c) of CRA3 introduced a requirement that where an issuer or a related third party intends to solicit a credit rating of a structured finance instruments, it shall obtain two independent ratings for such instruments. Article 8(d) of CRA3 has introduced a requirement that where an issuer or a related third party intends to appoint at least two credit rating agencies to rate the same instrument, the issuer or a related third party shall consider appointing at least one rating agency having less than a 10.0 per cent. market share among agencies capable of rating that instrument. The Issuer intends to have two rating agencies appointed, but does not make any representation as to market share of either agency, and any consequences for the Issuer, related third parties and investors if an agency does not have a less than 10.0 per cent. market share are not specified. In a resolution of the board of Directors of the Issuer passed on or about 28 May 2019, the Directors considered the need to appoint such rating agencies in accordance with CRA3. Investors should consult their legal advisors as to the applicability of CRA3 and any consequence of non-compliance in respect of their investment in the Notes.

2.22 The 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.

2.23 Recent Developments Concerning the Proposed Japanese Retention Requirement

The Japanese Financial Services Agency (the "**Japanese FSA**") recently published final rules, which became effective with respect to securities issued in securities transactions on and after 31 March 2019 to introduce risk retention and disclosure requirements for certain categories of Japanese investors (such investors, "**Japanese Affected Investors**") seeking to invest in securitisation transactions (the "**JRR Final Rules**"). Among other things, the JRR Final Rules require Japanese Affected Investors to apply higher risk weighting to securitisation exposures they hold unless the applicable "originator" (as defined in the JRR Proposal) commits to hold a retention piece of at least 5.0 per cent. of the total underlying assets in the securitisation transaction or such investors determine that the original assets collateralising the securitisation transaction were not inappropriately formed (the "**Japanese Retention Requirement**"). Under the JRR Final Rules, Japanese Affected Investors would be subject to punitive capital requirements and/or other regulatory penalties with respect to investments in securitization transactions that fail to comply with the Japanese Retention Requirement.

Each Noteholder 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 Japanese Retention Requirement. None of the Issuer, the Collateral Manager, the Sole Arranger, the Initial Purchaser, the Trustee or the Retention Holder intends to take any steps to comply with the Japanese Retention Requirement or makes any representation or agreement regarding compliance with the Japanese Retention Requirement or the consequences of the Japanese Retention Requirement for any Person.

3 RELATING TO THE NOTES

3.1 Limited Liquidity and Restrictions on Transfer

Neither the Sole Arranger nor the Initial Purchaser (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

The Rated Notes may be redeemed in whole but not in part from Sale Proceeds and/or any Refinancing Proceeds (where such redemption is to be through refinancing) or from the proceeds of liquidation or realisation of the Collateral (where such redemption is to be through liquidation): (i) on any Business Day on or after the expiry of the Non-Call Period, at the direction of the Subordinated Noteholders acting by way of Ordinary Resolution; (ii) on any Business Day following the occurrence of a Collateral Tax Event at the direction of the Subordinated Noteholders acting by Ordinary Resolution; or (iii) following the occurrence of a Note Tax Event and a specified mitigation period on any Business Day thereafter, at the direction of the Controlling Class or the Subordinated Noteholders, each acting by way of Extraordinary Resolution.

In addition, the Rated Notes may be redeemed in part by Class 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 or (subject to the Subordinated Noteholders not objecting) at the written direction of the Collateral Manager. Any such redemption shall be of an entire Class or Classes of Notes subject to a number of conditions. See Condition 7(b) (*Optional Redemption*).

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. 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 Collateral Manager consents to such Refinancing and the Principal Proceeds, Refinancing Proceeds, all Sale Proceeds from the sale of Collateral Debt Obligations, Eligible Investments and Exchanged Securities 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 100.0 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, such Refinancing will only be effective if certain conditions are satisfied, including but not limited to: (i) the Collateral Manager consents to such Refinancing; (ii) any redemption of a Class of Notes is a redemption of the entire Class which is subject to the redemption; (iii) subject to limb (iv) below, the sum of: (A) the Refinancing Proceeds; and (B) the Partial Redemption Interest Proceeds will be at least sufficient to pay in full: (a) the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to

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*) and (iv) where 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 Payment on the immediately following Payment Date will be at least sufficient to pay in full: (i) 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 (ii) all accrued and unpaid interest on the Rated Notes (excluding any such amounts paid in connection with the Refinancing). To the extent the U.S. Risk Retention Rules apply to this transaction after the Issue Date, the U.S. Risk Retention Rules may impair the ability of the Issuer to effect a Refinancing, which may adversely affect the Issuer and the performance of the Notes (see 2.6 "*U.S. Dodd-Frank Act*" and 2.3 "*Risk Retention and Due Diligence Requirements—U.S. Risk Retention Rules.*")

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 (without being liable in respect of its actions when acting at the direction of the Collateral Manager except in the case of fraud, negligence or wilful misconduct on the part of the Trustee) amend the Trust Deed and any other Transaction Documents 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 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 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)(vi) (*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 20.0 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)(vi) (*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, using commercially reasonable endeavours, 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 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—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, subject to certain conditions set out in Condition 17 (*Additional Issuances*), the Issuer may issue and sell additional 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*). In addition, subject to certain conditions set out in Condition 17 (*Additional Issuances*), the Issuer may create and issue a new class of additional notes which shall rank below the Class F Notes but above the Subordinated Notes in respect of the Note Payment Sequence.

(b) Redirection of funds to reinvestment

The Collateral Manager may, pursuant to the Priorities of Payment, redirect funds (including by deferring or waiving payment of some or all of its Collateral Management Fees) 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 2.0 per cent. per annum.

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 further 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 Initial Purchaser, the Sole Arranger, the Retention Holder, the Trustee, the Collateral Administrator, the Custodian, any Agent, any Hedge Counterparty, the Corporate Services Provider 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 of the Issuer (including the Issuer Profit Account and the Issuer's rights under the Corporate Services Agreement) (and, in particular, no assets of the Collateral Manager, the Noteholders, the Initial Purchaser, 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, the claims, 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; (f) sixthly, the Class B Noteholders; and (h) lastly, the Class A 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 claims, debts, liabilities and obligations of the Issuer relating to the Notes, the Irish Security Agreement, the Trust Deed or otherwise owed to the Secured Parties, save for lodging a claim in the liquidation of the Issuer which is initiated by another party (which is not an Affiliate of such party) or taking proceedings to obtain a declaration as to the claims, debts, liabilities and 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 A Notes, the Class C Notes are fully subordinated to the Class A Notes and the Class B Notes, the Class D Notes are fully subordinated to the Class A Notes, the Class B Notes and the Class C Notes, the Class E Notes are fully subordinated to the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, the Class F Notes are fully subordinated to the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, and the Subordinated Notes are fully subordinated to the Rated Notes.

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 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 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, 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 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 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 acceleration and the Collateral will, in each case, be liquidated. Liquidation of the Collateral at such time or remedies pursued by the Trustee upon enforcement of the security over the Collateral could be adverse to the interests of the Class A Noteholders, the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders or the Subordinated Noteholders, as the case may be. To the extent that any losses are incurred by the Issuer in respect of any Collateral, such losses will be borne first by the Subordinated Noteholders, then by the Class F Noteholders, then by the Class E Noteholders, then by the Class D Noteholders, then by the Class C Noteholders, then by the Class B Noteholders, and, finally, by the Class A Noteholders. Remedies pursued on behalf of the Class A Noteholders could be adverse to the interests of the Class B Noteholders, the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and the Subordinated Noteholders. Remedies pursued on behalf of the Class B Noteholders could be adverse to the interests of the Class C Noteholders, the Class D Noteholders, the Class E Noteholders, the Class F Noteholders and 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*).

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 the Floating Rate of Interest in respect of the Rated 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 Floating Rate of Interest in respect of such Payment Date shall be determined, pursuant to Condition 6(e)(i)(C) (*Floating Rate of Interest*), as the Floating 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 6 month EURIBOR using the rate available as at the previous Interest Determination Date. To the extent interest amounts in respect of the Rated 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 Floating Rate of Interest on any other basis.

Investors in the Notes should additionally be aware that to the extent that any Interest Amount calculation yields an amount which is less than zero, a negative amount of interest shall not be charged on the relevant Notes and the Interest Amount shall be deemed to be zero.

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 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 (unless such Class is the Controlling Class and a Frequency Switch Event has occurred). 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.

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, the Effective Date Report, the Transparency Reports and the Payment Date Reports made available to Noteholders will be compiled by the Collateral Administrator (in the case of the Transparency Reports to the extent agreed by the Collateral Administrator, provided that if the Collateral Administrator does not agree to compile such report, another service provider may be engaged and the Collateral Manager shall assist the Issuer in this regard), 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 Rated 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 Rated 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 Rated Notes and the market value of such Rated 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 Rated 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 downgrade 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 the CRA Regulation. As such, each Rating Agency is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation. ESMA may determine that one or both of the Rating Agencies no longer qualifies for registration under the CRA Regulation 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 S&P, it has not been deemed to have provided such confirmation, the applicable Rated Notes will be subject to redemption in part in an amount and in the manner described under Condition 7(e) (*Redemption upon Effective Date Rating Event*). There can be no assurance that a Rating Agency will provide such rating confirmations upon request, regardless of the terms agreed to among transaction participants, or not subsequently withdraw or downgrade its ratings on one or more Classes of Rated Notes, which could materially adversely affect the value or liquidity of the Notes.

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

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

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

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

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

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

The SEC adopted Rule 17g-10 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 Rated Notes. In such case, the price or transferability of the Notes (and any beneficial owner of Rated 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 December 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.

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 Initial Purchaser, the Sole Arranger, the Collateral Administrator or any other party to this transaction or any of their respective Affiliates has any obligation to update or otherwise revise any projections, forecasts or estimates, including any revisions to reflect changes in economic conditions or other circumstances arising after the date of this Offering Circular or to reflect the occurrence of unanticipated events.

3.17 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.

3.18 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.

3.19 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*).

3.20 Withholding Tax on the Notes

So long as the Notes remain listed on the Global Exchange Market or another recognised stock exchange for the purposes of section 64 of the TCA and the Notes are held in a "recognised clearing system" for the purposes of section 64 of the TCA, it is anticipated that withholding tax should not be imposed 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 in Ireland (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.

In addition, as described under Condition 2(i) (*Forced Sale pursuant to FATCA*) and Condition 9 (*Taxation*), the Issuer is authorised to withhold amounts otherwise distributable to a holder if the 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 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. See "*U.S. Tax Risks – FATCA*" below.

If any withholding tax or deduction for tax is imposed on payments of principal or interest on the Notes, the holders of the Notes will not be entitled to receive grossed-up amounts to compensate for such withholding tax and no Event of Default shall occur as a result of any such withholding or deduction.

In the event of the occurrence of a Note Tax Event pursuant to which any payment on the Notes of any Class becomes properly subject to any withholding tax or deduction on account of tax (other than in the circumstances set out in the definition thereof, including, without limitation, withholding tax in respect of FATCA), the Notes may be redeemed in whole but not in part at the direction of the holders of the Controlling Class or the Subordinated Notes, in each case acting by way of Extraordinary Resolution, subject to certain conditions including a threshold test pursuant to which a determination is made as to whether the anticipated proceeds of liquidation of the security over the Collateral would be sufficient to pay all amounts due and payable on the Rated Notes in such circumstances in accordance with the Priorities of Payment. See Condition 7(g) (*Redemption following Note Tax Event*).

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. The Custodian will hold such assets which can be cleared through Euroclear in an account with Euroclear unless the Trustee otherwise consents and will hold the other securities comprising the Portfolio which cannot be so cleared: (i) through its accounts with Clearstream, Luxembourg and The Depository Trust Company ("**DTC**"), as appropriate; and (ii) through its sub-custodians who will in turn hold such assets which are securities both directly and through any appropriate clearing system. Those assets held in clearing systems will not be held in special purpose accounts and will be fungible with other securities from the same issue held in the same accounts on behalf of the other customers of the Custodian or its sub custodian, as the case may be. A first fixed charge over the Portfolio will be created under English law (with the exception of the security interest over the Accounts created under Irish law pursuant to the Irish Security Agreement) pursuant to the Trust Deed on the Issue Date which will, in relation to the Collateral Debt Obligations that are held through the Custodian, take effect as a security interest over: (i) the beneficial interest of the Issuer in its share of the pool of securities fungible with the relevant Collateral Debt Obligations held in the accounts of the Custodian for the benefit of the Issuer; and (ii) the Issuer's ancillary contractual rights against the Custodian in accordance with the terms of the Agency Agreement 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 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 Initial Purchaser, the Sole Arranger, the Trustee, the Collateral Manager, the Collateral Administrator, the Custodian, the Hedge Counterparties or any other party.

Fixed Security

Although the security constituted by the Trust Deed over the Collateral held from time to time 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, the Trust Deed and the Irish Security Agreement) 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 and the Irish Security Agreement not to create any such subsequent security interests (other than those permitted under the Trust Deed and the Irish Security Agreement) 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: (i) at a duly convened meeting of the applicable Noteholders; (ii) by the applicable Noteholders resolving in writing; or (iii) by electronic consent in accordance with the operating procedures of the Clearing Systems and the provisions of the Trust Deed. Meetings of the Noteholders may be convened by the Issuer, the Trustee or by one or more Noteholders holding not less than 10.0 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 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 CM Removal Resolution and/or CM Replacement Resolution (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 CM Removal Resolution and/or CM Replacement Resolution (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 66⅔ 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 not less than 50.0 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.

The 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 and/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 Removal and Replacement Voting Notes may have interests that differ from other holders of 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 Subordinated Notes may 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 and/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 and/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, Reinvestment Overcollateralisaton Test, Fitch Test Matrices or the S&P coefficients C0, C1 or C2 in the definition of "S&P CDO BDR" 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. Investors should note that, in certain circumstances, Condition 14(c)(xxxii) (*Modification and Waiver*) permits the Issuer to amend the reference rate without the consent of any Noteholders. In addition, Condition 7(b)(v)(D) (*Reset Amendments*) and Condition 14(c)(vii) (*Extraordinary Resolution*) permit Reset Amendments to be made with the consent of the Subordinated Noteholders only (acting by Ordinary Resolution).

Certain entrenched rights relating to the Conditions can only be amended or waived by the passing of an Extraordinary Resolution and with the consent of the Collateral Manager. 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 Conditions and the provisions of the Trust Deed will be binding on all such dissenting Noteholders. In particular, Noteholders should note that (i) modifications made pursuant to Condition 7(b)(v)(C)(a) (*Consequential Amendments*) do not require the consent of the Noteholders of any Class and, as such, amendments necessary to reflect the terms of a Refinancing may be effected without the approval of Noteholders, (ii) additional amendments may also be effected by way of Ordinary Resolution of the Subordinated Noteholders only (if consent is required pursuant to the Conditions) 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 the Subordinated Noteholders, (iii) Reset Amendments may be made with the consent of the Subordinated Noteholders only (acting by Ordinary Resolution), (iv) modifications made pursuant to Condition 14(c)(xxxii) (*Modification and Waiver*) where the replacement reference rate is not an Alternative Base Rate may be effected by way of Ordinary Resolution of the Controlling Class and the Subordinated Noteholders only and, as such, fundamental amendments to the reference rates applicable to the deal may be effected either with no Noteholder approval or with the approval of a simple majority of each of the Controlling Class and the Subordinated Noteholders and (v) modifications or waivers made pursuant to Condition 14(c)(xviii) (*Modification and Waiver*) may be effected without the passing of a Resolution. 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 prior notice thereof being given to the Trustee, without the consent of the Noteholders as set out in Condition 14(c) (*Modification and Waiver*).

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/or the Irish Security Agreement becomes enforceable, the Trustee may, at its discretion (but subject always to Condition 4(c) (*Limited Recourse and Non Petition*)), and shall, if so directed by the Controlling Class acting by 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 all amounts payable in priority to the Subordinated Notes pursuant to the Priorities of Payment; (B) in the case of an Event of Default specified in sub-paragraphs (i), (ii) or (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 than those specified in (B) above, 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 a regulation of the U.S. Department of Labor, if certain employee benefit plans or other retirement arrangements subject to the U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and/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 hereunder could be considered "prohibited transactions" under Section 406 of ERISA and/or Section 4975 of the Code. See the section entitled "*Certain 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 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 U.S. 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 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, the Issuer is authorised to withhold amounts otherwise distributable to the Holder, to compel the Holder (other than the Retention 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 U.S. (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 U.S., 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 further "*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 30.0 per cent. withholding tax on certain income. Additionally, under existing Treasury regulations, FATCA withholding on gross proceeds from the sale or other disposition of U.S. Collateral Debt Obligations was to take effect on January 1, 2019; however, recent proposed Treasury regulations, if finalized in their proposed form, would eliminate FATCA withholding on such types of payments, and taxpayers may generally rely on such proposed Treasury regulations until final Treasury regulations are issued. Under an intergovernmental agreement entered into between the U.S. and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with Irish regulations that require the Issuer to provide the name, address, and taxpayer identification number of, and certain other information (including its direct or indirect owners or beneficial owners) with respect to, certain Noteholders to the Irish Revenue Commissioners, which would then provide this information to the IRS. There can be no assurance that the Issuer will be able to comply with these regulations. Moreover, FATCA could be amended to require the Issuer to withhold on "passthru" payments to certain investors that fail to provide information to the Issuer or are "foreign financial institutions" that do not comply with FATCA.

The Issuer may be prohibited from complying with FATCA if a "related entity" of the Issuer or, if applicable, any member of the same "expanded affiliated group" as the Issuer is subject to FATCA but fails to comply with FATCA. Although subject to uncertainty, only the related entity rules and not the expanded affiliated group rules should be applicable, and the Collateral Manager should not be treated as a related entity of the Issuer. If, however, the Collateral Manager is treated as a related entity of the Issuer (or if the expanded affiliated group rules are applicable to the Issuer) and either the Collateral Manager or any other related entity of the Issuer (or if applicable, any member of the Issuer's expanded affiliated group) fails to maintain its status as compliant with FATCA, the Issuer could be prohibited from being treated as compliant with FATCA.

If a Noteholder 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 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, the Issuer is authorised to withhold amounts otherwise distributable to the Noteholder, to compel the Noteholder to sell its Notes (except in the case of the Retention Notes), and, if the Noteholder does not sell its Notes within 30 Business Days after notice from the Issuer, to sell the Noteholder's Notes on behalf of the Noteholder. Similarly, a beneficial owner of Notes that holds its Notes through an intermediary may be subject to withholding tax on distributions on the Notes or forced sale of its interest in the Notes if it fails to provide certifications and certain other information (including its direct or indirect owners or beneficial owners) about itself required under FATCA.

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.*"

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 (i) Interest Coverage Tests, which are required to be satisfied on and after the Determination Date immediately preceding the second Payment Date and (ii) Class F Par Value Test, which is required to be satisfied on and after the expiry of the Reinvestment Period) 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 judgement 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 Initial Purchaser has made any investigation into the Obligors of the Collateral Debt Obligations. The value of the Portfolio may fluctuate from time to time (as a result of substitution or otherwise) and none of the Issuer, the Trustee, the Initial Purchaser, the Sole Arranger, 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 Initial Purchaser, the Sole Arranger 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, 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

On behalf of the Issuer, the Collateral Manager has acquired, and will continue to enter into binding commitments to acquire, Collateral Debt Obligations (each, a "**Warehoused Asset**", and collectively,

"**Warehoused Assets**") during the period prior to the Issue Date (such period, the "**Warehouse Period**") pursuant to a financing arrangement (the "**Warehouse Arrangements**") between, amongst others, the Issuer, the Collateral Manager, Credit Suisse AG, Cayman Islands Branch (as "**Senior Lender**") and certain third party investors (such third party investors, the "**Warehouse Investors**") with respect to such purchases. The Warehouse Arrangements will be terminated on the Issue Date, and all amounts owing to the Senior Lender and the Warehouse Investors in connection with such arrangements will be repaid on the Issue Date from the proceeds of the issuance of the Notes.

Under the Warehouse Arrangements, the Senior Lender and Warehouse Investors provided, and will provide prior to the Issue Date, financing to the Issuer. Such funds were used by the Issuer (or the Collateral Manager acting on behalf of the Issuer) for the acquisition of the Warehoused Assets (provided that the Senior Lender approves the purchase of any such Warehoused Assets). The approval by the Senior Lender of the purchase of any Warehoused Assets will be in its capacity as financing party and should not be viewed as a determination by the Senior Lender or any Affiliate thereof 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 Senior Lender does not approve the purchase of any Warehoused Assets, the Issuer (or the Collateral Manager acting on behalf of the Issuer) may be restricted from purchasing that asset for a certain period, which may result in the Issuer (or the Collateral Manager acting on behalf of the Issuer) paying a higher price.

The Warehouse Investors have, during the Warehouse Period, provided the junior funding to the Issuer. Certain of the Warehouse Investors may, but are not required to, purchase Subordinated Notes on the Issue Date. If the Issue Date occurs, any unrealised losses or gains 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 Investors and the Senior Lender will bear the risk of loss in value of the Warehoused Assets. The interests of the Senior Lender and the Warehouse Investors 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 such Collateral Debt Obligations will be the prevailing prices at the time of the execution of such trades and in market circumstances applicable at that time, 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 the Issue Date.

In addition, any interest or other amounts paid or accrued on such Collateral Debt Obligations during the period prior to the Issue Date will be paid to the Warehouse Investors on 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 the period prior to the Issue Date but will not receive the benefit of interest earned on the Collateral Debt Obligations during such period, provided that any risk in relation to any Collateral Debt Obligations which do not satisfy the Eligibility Criteria as at the Issue Date shall be borne by the Warehouse Investors and the Senior Lender.

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.

During the Warehouse Period, the Retention Holder entered into a conditional sale agreement with the Issuer under which the Retention Holder, in respect of certain identified assets in the Warehouse Arrangements, was required to purchase from the Issuer any relevant asset which failed to meet the Eligibility Criteria (as such term is defined under the Warehouse Arrangements) during the relevant Seasoning Period, each such purchase to be at a purchase price equal to the market value of the relevant

asset at the commencement of the relevant Seasoning Period. See "*The Retention Holder and EU Retention Requirements*".

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 (i) Interest Coverage Tests, which are required to be satisfied on and after the Determination Date immediately preceding the second Payment Date and (ii) Class F Par Value Test, which is required to be satisfied on and after the expiry of the Reinvestment Period), 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 2.4 "*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 or 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 Obligors 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 4.13 "*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 Obligors 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 Obligors secured by all or a portion of the collateral securing such secured loan. Second Lien Loans are typically subject to intercreditor arrangements, the provisions of which may prohibit or restrict the ability of the holder of a Second Lien Loan to: (i) exercise remedies against the collateral with respect to their second liens; (ii) challenge any exercise of remedies against the collateral by the first lien lenders with respect to their first liens; (iii) challenge the enforceability or priority of the first liens on the collateral; and (iv) exercise certain other secured creditor rights, both before and during a bankruptcy of 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. 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.

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 acquired 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 once the novation or assignment is complete. The Issuer will, however, assume the credit risk of the borrower. The purchaser of an Assignment also typically succeeds to and becomes entitled to the benefit of any other rights of the Selling Institution in respect of the loan agreement including the right to the benefit of any security granted in respect of the loan interest transferred.

The loan agreement usually contains mechanisms for the transfer of the benefit of the loan and the security relating thereto. The efficacy of these mechanisms is rarely tested, if ever, and there is debate amongst counsel in continental jurisdictions over their effectiveness. With regard to some of the loan agreements, security will have been granted over assets in different jurisdictions. Some of the jurisdictions will require registrations, filings and/or other formalities to be carried out not only in relation to the transfer of the loan but, depending on the mechanism for transfer, also with respect to the transfer of the benefit of the security.

Participations by the Issuer in a Selling Institution's portion of the loan typically results in a contractual relationship only with such Selling Institution and not with the borrower under such loan. The Issuer would, in such case, only be entitled to receive payments of principal and interest to the extent that the Selling Institution has received such payments from the borrower. In purchasing Participations, the Issuer generally will have no right to enforce compliance by the borrower with the terms of the applicable loan agreement and the Issuer may not directly benefit from the collateral supporting the loan in respect of which it has purchased a Participation. As a result, the Issuer will assume the credit risk of both the borrower and the Selling Institution selling the Participation.

In the event of the insolvency of the Selling Institution selling a Participation, the Issuer may be treated as a general creditor of the Selling Institution and may not benefit from any set off between the Selling Institution and the borrower and the Issuer may suffer a loss to the extent that the borrower sets off claims against the Selling Institution. The Issuer may purchase a Participation from a Selling Institution that does not itself retain any economic interest in 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 2.22 *"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 U.S. 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 amounts 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 €4,000,000; and (ii) the cumulative maximum aggregate total in respect of all Payment Dates may not exceed €17,000,000.

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 2.22 "*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 A Notes, Class B 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 12.5 per cent. of the Aggregate Collateral Balance may comprise Fixed Rate Collateral Debt Obligations, or, in relation to a Fitch Test Matrix elected by the Collateral Manager where such Fitch Test Matrix and/or the interpolation between the applicable Fitch Test Matrices 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 2.8 "*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 Rated 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 Paying Date), there may be a timing mismatch between such 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 such 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 Rated 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 30.0 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 are required to 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 2.4 "*European Market Infrastructure Regulation (EMIR)*", 2.7 "*CFTC Regulations*" and 2.8 "*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 further 2.4 "*European Market Infrastructure Regulation (EMIR)*" and 4.11 "*Counterparty Risk*" above.

4.16 Trading Requirements

So long as the Issuer is relying on the exception from the Investment Company Act provided by Rule 3a-7 it will not acquire or dispose of a Collateral Debt Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment unless certain conditions are met which include that:

(a) the acquisition or disposal of Collateral Debt Obligations, Collateral Enhancement Obligations, Exchanged Securities or Eligible Investments for the primary purpose of recognising gains or decreasing losses from market value changes is not permitted; and

(b) any additional purchase or sale of "eligible assets" (as defined in Rule 3a-7) is permitted only if the purchase or sale does not result in a downgrade or withdrawal of the then current rating issued by any Rating Agency on any Class of Rated Notes then Outstanding.

This could prevent the Issuer from selling assets that the Collateral Manager expects may decline in value or from reinvesting principal payments or sale proceeds in Collateral Debt Obligations, Collateral Enhancement Obligations or Eligible Investments.

4.17 Recharacterisation of Investment Gains

Pursuant to the Conditions, all or part of any Investment Gains which would have been deposited into the Principal Account and designated for reinvestment or used to redeem the Notes in accordance with the Principal Proceeds Priority of Payments may (at the election of the Collateral Manager) instead be deposited into the Interest Account, subject to the satisfaction of certain conditions, for subsequent application as Interest Proceeds in accordance with the Interest Proceeds Priority of Payments. Any such Investment Gains will 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.

4.18 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 of Notes.

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.

4.19 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 S&P CCC Obligation, a Fitch CCC 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 S&P Rating. In some instances, the Fitch Rating and the S&P Rating will not be based on or derived from a public rating of the Obligor or the actual Collateral Debt Obligation 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. 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. See further "*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 Fitch CCC Obligations and S&P CCC 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.

4.20 Insolvency Considerations relating to Collateral Debt Obligations

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

The different insolvency regimes applicable in the different European jurisdictions result in a corresponding variability of recovery rates for different types of Collateral Debt Obligations entered into by Obligors in such jurisdictions. No reliable historical data is available.

4.21 Lender Liability Considerations; Equitable Subordination

In recent years, a number of judicial decisions in the U.S. 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-U.S. 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.

4.22 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 of Notes.

4.23 Changes in Tax Law; No Gross Up; General

At the time when they are acquired by the Issuer (save for an Issue Date Collateral Debt Obligation which must satisfy the Eligibility Criteria on the Issue Date), the Eligibility Criteria require that payments of interest on the Collateral Debt Obligations either 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: (a) 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 (b) 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, the payments on the Collateral Debt Obligations might not in the future become subject to withholding tax or increased withholding rates in respect of which the relevant Obligor will not be obliged to gross up to the Issuer. In such circumstances, the Issuer may be able, but will not be obliged, to take advantage of: (i) a double taxation treaty between Ireland and the jurisdiction from which the relevant payment is made; or (ii) any domestic exemption or procedural formality under the current applicable law in the jurisdiction of the relevant Obligor. In the event that 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 tax would also reduce the amounts available to make payments on the Notes. There can be no assurance that remaining payments on the Collateral Debt Obligations would be sufficient to make timely payments of interest and principal on the Notes of each Class and the other amounts payable in respect of the Notes on the Maturity Date. If payments in respect of Collateral Debt Obligations to the Issuer become subject to withholding tax as a result of a change in law, this may also trigger a Collateral Tax Event and result in an Optional Redemption of the Rated Notes in accordance with Condition 7(b)(i)(B) (*Optional Redemption in Whole—Subordinated Noteholders*).

4.24 Irish Value Added Tax Treatment of the Collateral Management Fees

The Issuer has been advised that under current Irish law, the Collateral Management Fees should be exempt from 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 European Court of Justice 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. The court made some general observations about Article 135(1)(g) regarding EU member states' discretion to define the undertakings to which Article 135(1)(g) applies in their own jurisdictions. It is possible that in the future there could be changes to the way that EU member states apply this exemption for their local purposes. No such changes have been announced in Ireland.

4.25 UK Taxation of the Issuer

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

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

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

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

Even if the Issuer is regarded as carrying on a trade in the UK through the agency of the Collateral Manager for the purposes of UK taxation, it will not be subject to UK corporation tax if either: (a) the specific domestic UK tax exemption for profits generated in the UK by an investment manager on behalf of its non-resident clients (Section 1146 of the Corporation Tax Act 2010) (the "**Investment Manager Exemption**"); or (b) the exclusion in Article 8(1) of the UK-Ireland double tax treaty applies. The exclusion in Article 8(1) of the UK-Ireland double tax treaty will apply if the Collateral Manager is regarded as an independent agent acting in the ordinary course of its business for the purpose of Article 5(6) of the UK-Ireland double tax treaty. It should be noted that the Investment Manager Exemption may not be available in the context of this transaction. However, the inapplicability of this domestic exemption should not have any effect on the UK tax position of the Issuer if the exemption in Article 5(6) of the UK Ireland tax treaty, as referred to above, applies.

Should the Collateral Manager be assessed to UK tax on behalf of the Issuer, it may be entitled to an indemnity from the Issuer. Any payment to be made by the Issuer under this indemnity will be paid as Administrative Expenses of the Issuer. Administrative Expenses are payable by the Issuer on any Payment Date under the Priorities of Payment. It should be noted that UK tax legislation makes it possible for H.M. Revenue & Customs to seek to assess the Issuer to UK tax directly rather than through the Collateral Manager as its UK representative. Should the Issuer be assessed on this basis, the Issuer will be liable to pay UK tax on its UK taxable profit attributable to its UK activities, such payment to be made in accordance with the Priorities of Payment. The Issuer would also be liable to pay UK tax on its UK taxable profits in the unlikely event that it were treated as being tax resident in the UK, such payment to be made in accordance with the Priorities of Payment.

If the UK imposed corporation tax on the net income or profits of the Issuer this may, in certain circumstances, constitute a Note Tax Event. If a Note Tax Event were to occur 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 Controlling Class or the Subordinated Noteholders, in each case acting by way of Extraordinary Resolution, subject to certain conditions.

4.26 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 will 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.

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. Investors should note that the Issuer may pay to the Collateral Manager a structuring fee in consideration of its role in structuring the transaction.

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.

4.27 Role of the Sole Arranger and Initial Purchaser Post-Closing

The Sole Arranger and the Initial Purchaser will take no responsibility for, and will have no obligations in respect of, the Issuer and will have no obligation to monitor the performance of the Portfolio or the actions of the Collateral Manager or the Issuer and no authority to advise the Collateral Manager or the Issuer or to direct their actions, which will be solely the responsibility of the Collateral Manager and the Issuer. If the Sole Arranger, the Initial Purchaser or their Affiliates purchases any 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.

4.28 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, Trading Requirements (so long as they are applicable) 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 of Notes.

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.

4.29 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.

4.30 Valuation Information; Limited Information

None of the Initial Purchaser, 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 Initial Purchaser 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.

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

In general, the transaction will involve various potential and actual conflicts of interest.

Various potential and actual conflicts of interest may arise from the overall investment activity of the Collateral Manager, its clients and its Affiliates. The following briefly summarises some of these conflicts, but is not intended to be an exhaustive list of all such conflicts. By acquiring the Notes, the Initial Purchaser 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.

References in this conflicts discussion to the Collateral Manager include the Affiliates of the Collateral Manager unless otherwise specified or the context otherwise requires.

BlackRock, Inc. ("**BlackRock**") (together with its Affiliates) manages assets on behalf of institutions and individuals worldwide through a variety of equity, fixed income, multi-asset, real estate, cash management and alternative investment products. In addition, BlackRock provides risk management, strategic advisory and enterprise investment systems services to a growing number of institutional investors. Although these relationships and activities should help enable the Collateral Manager to offer attractive opportunities and service to the Issuer, such relationships and activities also create certain inherent conflicts of interest between the Collateral Manager, the Issuer, the Initial Purchaser and its Affiliates and/or each holder of Notes.

The Conditions provide that on each Payment Date, the Collateral Manager may be entitled to the Incentive Collateral Management Fee subject to the satisfaction of a specified internal rate of return on the Subordinated Notes. Payment of the Incentive Collateral Management Fee will be dependent to a large extent on the yield earned on the Collateral Debt Obligations. This fee structure could create an incentive for the Collateral Manager to manage the Issuer's investments in a manner as to seek to maximise the yield on the Collateral Debt Obligations relative to investments of higher creditworthiness. Managing the Portfolio with the objective of increasing yield, even though the Collateral Manager is constrained by the Eligibility Criteria and, where applicable, the Reinvestment Criteria, could result in riskier or more speculative investments for the Issuer than would otherwise be the case and in an increase in defaults or volatility, and could contribute to a decline in the aggregate market value of the Collateral Debt Obligations, each of which, together or individually, may have a negative impact on certain holders of the Notes.

In addition, the Conditions provide that the Collateral Manager will be paid the Senior Collateral Management Fee and the Subordinated Collateral Management Fee (in accordance with the Priorities of Payment), both of which are to be calculated as a percentage of the Aggregate Collateral Balance and 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. As with the Incentive Collateral Management Fee, by reason of the Senior Collateral Management Fee and the Subordinated Collateral Management Fee, the Collateral Manager may have a conflict between its obligation to manage the Portfolio prudently and the financial incentive created by such fees for the Collateral Manager to make investments that are riskier or more aggressive than would be the case in the absence of such fees. The Collateral Manager is under no obligation to manage the Portfolio in a manner which will favour any of the Noteholders. Furthermore, in consideration of the Collateral Manager's role in structuring the transaction, the Issuer may pay a fee to the Collateral Manager.

Certain investments may be appropriate for the Issuer and also for other clients advised by the Collateral Manager, including other registered and unregistered funds and separate accounts. The Collateral Manager's allocation of investment opportunities among various client accounts presents inherent conflicts of interest, as clients may have conflicting investment objectives, targeted returns, fee structures, investment time frames or legal, tax and regulatory considerations. As an example, the Collateral Manager serves as collateral manager or investment advisor for other clients and other entities organised to invest in or issue collateralised debt obligations secured by bank loans and/or high yield securities, and in the future the Collateral Manager may serve as collateral manager or investment advisor for other clients or entities organised to invest in or issue collateralised debt obligations or other structured products secured by bank loans and/or high yield securities. In addition, the respective Affiliates, principals and partners of the Collateral Manager and certain of its agents and advisors currently hold equity interests in such existing entities, may purchase the Notes and in the future such Affiliates and persons may invest in or be affiliated with other entities organised to invest in or issue collateralised debt obligations or other structured products secured by bank loans and/or high yield securities.

The Issuer will participate in all investments selected by the Collateral Manager that are appropriate for the Issuer's investment program in accordance with the investment allocation policies of the Collateral Manager (the "**Allocation Policies**"). The Collateral Manager may change its Allocation Policies and other procedures relating thereto from time to time without the consent of or notice to the Issuer, the Initial Purchaser, the Trustee, each holder of the Notes or any other person. The Allocation Policies as in

effect at any time are intended to ensure that investment opportunities are allocated fairly and consistently among applicable client accounts over time. To the extent the investment programs of the Issuer and the other applicable client accounts of the Collateral Manager change and develop over time, additional issues and considerations may affect the Allocation Policies and the expectations of the Collateral Manager with respect to the allocation of investment opportunities to the Issuer and the other client accounts of the Collateral Manager. In addition, the allocation of investment opportunities to the Collateral Manager's clients' accounts other than the Issuer may present inherent conflicts of interest, as competing investment objectives or investment time frames, for instance, among such client accounts and the Issuer may arise. Certain business units of the Collateral Manager or one of its Affiliates may have separate allocation policies that differ from the policy applicable for the Issuer, and such other business units' client accounts may face the Issuer in the marketplace.

The Issuer may invest in indebtedness of issuers in which the Collateral Manager or a client account managed or advised by the Collateral Manager has an equity or other interest. Such investments may benefit the Collateral Manager. While it is expected that the Collateral Manager will only make investment decisions for the Issuer in good faith and in a manner that is consistent with its fiduciary obligations to the Issuer and the Standard of Care, without regard to the benefits to the Collateral Manager, the Collateral Manager may be incentivised not to undertake certain actions on behalf of the Issuer in connection with such investments, including the exercise of certain rights that it may have as a creditor, in view of the Collateral Manager's involvement with the applicable issuer.

Conflicts will also arise in cases where the Issuer and/or other client accounts managed or advised by the Collateral Manager invest in different parts of an issuer's capital structure, including in different tranches of loans or classes of securities of (or other assets, instruments or obligations issued by) the same issuer. If an issuer in which the Issuer and one or more other such client accounts hold different tranches of loans or classes of securities (or other assets, instruments or obligations issued by such issuer) encounters financial problems, decisions over the terms of any workout will raise conflicts of interests (including, for example, conflicts over proposed waivers and amendments to debt covenants). As a result, one or more such client accounts may pursue or enforce rights with respect to a particular issuer in which the Issuer has invested, and those activities may have an adverse effect on the Issuer.

There are also certain risks involved in making investments in issuers that become insolvent. It is possible that in connection with an insolvency, winding up, bankruptcy, examinership or similar proceeding the Issuer may be limited (by applicable law, courts or otherwise) in the positions or actions it may be permitted to take due to other interests held or actions or positions taken by the Collateral Manager, including, for this purpose, funds or other accounts the Collateral Manager manages or in which it invests.

The Collateral Manager may provide financial, consulting and other services to, and receive compensation from, an entity which is the issuer of a loan or security held by the Issuer. In addition, the Collateral Manager may purchase property (including securities) from, sell property (including securities) or lend funds to, or otherwise deal with, any entity which is the issuer of a loan or security held by the Issuer. Any fees or other compensation received by the Collateral Manager and its affiliates in connection with such activities will not be shared with the Issuer.

The Collateral Manager and/or any of its Affiliates may from time to time incur expenses jointly on behalf of the Issuer, other accounts managed or advised by them and one or more subsequent entities established or advised by them. Although the Collateral Manager and/or its Affiliates will attempt to allocate such expenses on a basis that they consider equitable, there can be no assurance that such expenses will, in all cases, be allocated appropriately among such parties. The level of expenses allocated to the Issuer may have an adverse effect. A high level of expenses may result in a decreased return on the Notes. In each case, the level of expenses may have a material adverse effect on the performance of the Issuer and thus the return to each holder of the Notes.

The Collateral Manager may, by virtue of the relationships described above or otherwise, at the date hereof or at any time hereafter, be in possession of information regarding certain of the issuers of Collateral Debt Obligations and their respective Affiliates, that is or may be material in the context of the Notes and that is or may not be known to the general public. The Collateral Manager does not have any obligation, and the offering of the Notes will not create any obligation on its part, to disclose to any holder of the Notes any such relationship or information, whether or not confidential.

In addition, BlackRock may come into possession of inside information with respect to an issuer. Should this occur, the Collateral Manager would be restricted from buying or selling securities, derivatives or loans of such issuer on behalf of the Issuer until such time as the information became public or was no longer deemed material to preclude the Issuer from participating in an investment. As a result the Issuer may miss out on opportunities which could have resulted in greater returns on its investments. Disclosure of such information to the Collateral Manager's personnel responsible for the affairs of the Issuer will be on a need-to-know basis only, and the Issuer may not be free to act upon any such information. Therefore, the Issuer may not have access to inside information in the possession of the Collateral Manager's Affiliates which might be relevant to an investment decision to be made by the Issuer, and the Issuer may initiate a transaction or sell a Collateral Debt Obligation which, if such information had been known to it, may not have been undertaken. Due to these restrictions, the Issuer may not be able to initiate a transaction that it otherwise might have initiated and may not be able to sell a Collateral Debt Obligation that it otherwise might have sold, all of which could have a material adverse effect on the performance of the Issuer and thus the return to each holder of the Notes.

The Collateral Manager, its Affiliates and their employees may trade for their own account in securities and other instruments suitable for the Issuer only if such transactions are consistent with applicable law and the Collateral Manager's policies, including its personal trading policy.

There is no prohibition on the purchase of Notes by any of the Collateral Manager, any Affiliate of the Collateral Manager, BlackRock, any Affiliate of BlackRock, any director, employee, officer, personnel, partner, member and/or other professional staff of the Collateral Manager or BlackRock or any of their Affiliates, or any fund, entity or account for which the Collateral Manager, BlackRock, or any of their respective Affiliates acts as an investment or collateral manager or exercises discretionary voting authority on behalf of such fund, entity or account (each a "**Collateral Manager Related Person**"). Any such purchases may create potential and/or actual conflicts of interest between the Collateral Manager and/or Collateral Manager Related Persons and other investors in the Notes. Such purchases may be in the secondary market and may occur a significant amount of time after the Issue Date. Resulting conflicts of interest could include, but are not limited to: (a) divergent economic interests; or (b) a differing position on the voting of the Notes, in each case between the Collateral Manager and/or Collateral Manager Related Persons, on the one hand, and other investors in the Notes, on the other hand.

While no funds, securities or property of the Issuer will be commingled by the Collateral Manager with the property of any other fund or person, the Collateral Manager may in its sole discretion aggregate orders for its clients' accounts (including, without limitation, the Issuer's account).

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. Under the Collateral Management Agreement, the Collateral Manager, at its option and sole discretion, may, subject to applicable law and regulation, effect such principal transactions between such entities. Such principal transactions will present a conflict between the interests of the Collateral Manager or its Affiliates and/or their other clients, and the interests of the Issuer.

In addition, under the Collateral Management Agreement, the Collateral Manager and any of its Affiliates are authorised to engage in "agency cross" transactions in which one or more Affiliates of the Collateral Manager will act as a broker for compensation for both the Issuer and another person on the other side of the same transaction. Such other person may be an account or client for which the Collateral Manager or any affiliate serves as investment adviser. The Issuer has agreed to permit agency cross transactions; provided that: (i) such consent can be revoked at any time by the Issuer; and (ii) certain agency cross transactions require the advance consent of the Issuer in accordance with applicable law.

The Collateral Manager may also engage in "client cross" transactions, subject to the terms of the Collateral Management Agreement, 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. These transactions enable the Collateral Manager to purchase or sell a block of securities for the Issuer at a set price and to possibly avoid an unfavourable price movement that may be created through entrance into the market with such purchase or sell order. Such client cross transactions are to be conducted in a manner that is intended to be fair and equitable to the clients involved.

In the event that any asset subject to the Conditional Sale Agreement failed to meet the Eligibility Criteria (as such term is defined under the Warehouse Arrangements) during the relevant Seasoning Period, the Collateral Manager was obligated to purchase such asset from the Issuer at a purchase price equal to the market value of the asset at the commencement of its Seasoning Period, in accordance with the terms summarised in "*The Retention Holder and EU Retention Requirements – Origination of Collateral Debt Obligations*" below. The Noteholders, by their acquisition of the Notes, will be deemed to have consented to the foregoing.

The Collateral Manager's duties and obligations under the Collateral Management Agreement will be owed to the Issuer (and to the extent that the Issuer has granted security over its rights under the Collateral Management Agreement to the Trustee). Other than pursuant to arrangements described below in relation to agreements with one or more holders of the Notes, the Collateral Manager will not be in contractual privity with, and will owe no separate duties or obligations to, any of the holders of the Notes in their capacity as Noteholders.

Although personnel providing services to the Collateral Manager will devote as much time to the management of the Collateral Debt Obligations of the Issuer as the Collateral Manager deems appropriate, such personnel may have conflicts in allocating their working time and services among the Issuer and the other accounts now or hereafter advised by the Collateral Manager and/or its Affiliates.

The Collateral Manager or one or more of its Affiliates may also act as counterparty with respect to one or more derivatives contracts, if any, entered into by the Issuer at a time when the Conditions permits the Issuer to enter into derivatives contracts, which may create certain conflicts of interest.

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. The Collateral Manager plans to rebate, defray or otherwise provide an accommodation with respect to the management fees attributable to any client funds or BlackRock employees holding Subordinated Notes or other clients or affiliates that invest in the Notes from time to time. In addition, the Collateral Manager may enter into agreements which provide that the Initial Purchaser and/or its Affiliates and/or certain Noteholders will be entitled to receive a portion of the Collateral Management Fees payable on one or more Payment Dates during the term of the transaction. The performance and incentives of the Collateral Manager may be negatively impacted by any such fee or fee rebate arrangements.

BlackRock is an independent, publicly traded company, with no single majority shareholder and over two-thirds of its board of directors consisting of independent directors. As of 30 June 2019, the PNC Financial Services Group, Inc. ("**PNC**"), through a wholly-owned subsidiary, owned 22.4 per cent of BlackRock and institutional investors, employees and the public held voting shares of 77.6 per cent. With regard to voting common stock, PNC, through a wholly-owned subsidiary, owned 22.0 per cent and institutional investors, employees and the public owned 78.0 per cent of economic interest.

The relationship between BlackRock and PNC may give rise to certain conflicts of interest in the ordinary course of business of BlackRock, PNC and the investment activities of the Issuer. The following discussion enumerates certain potential and actual conflicts of interest arising out of the ownership interests of PNC in BlackRock. By acquiring the Notes, the Initial Purchaser 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.

- Retail banking, investment services and other businesses of PNC. PNC and its Affiliates may provide deposit, lending, cash, management, trust and investment services and other commercial and private banking products to issuers in which the Issuer may invest as well as to other funds managed by the Collateral Manager. PNC and its Affiliates may also provide brokerage, investment banking and financial advisory services to issuers in which the Issuer may invest. PNC and its Affiliates serve as collateral managers and trustees for various employee benefit plans and charitable and endowment assets that could potentially have relationships with any issuers in which the Issuer may invest. PNC and its Affiliates also engage in asset-based lending and real estate financing to issuers in which the Issuer may invest or otherwise transact business.

PNC and its Affiliates also provide fund accounting and administration, transfer agency, global custody and securities lending services, sub-accounting services, marketing and distribution services, managed account services, alternative investment services, banking transaction services and advanced output solutions. Through any of the foregoing, PNC and its Affiliates may receive fees from issuers or other counterparties in which the Issuer may invest or from the Issuer, and may have interests that conflict with those of the Issuer.

- Other services and activities. PNC may provide a variety of other services, including research, advisory, brokerage or support services, to any companies in which the Issuer may invest or, to the extent permitted by the Investment Advisers Act and other applicable laws, to the Issuer. To the extent permitted by the Investment Advisers Act and other applicable laws, PNC may act as broker, dealer, agent or otherwise for the Issuer, and the applicable PNC entities involved in such transactions will retain all commissions, fees and other compensation in connection therewith. Issuers of loans or securities held by the Issuer or by one or more other BlackRock client accounts may have publicly or privately traded securities in which PNC is an investor or makes a market. PNC is not prohibited from purchasing or selling the loans or securities of or otherwise investing in or financing issuers in which the Issuer or another BlackRock client account has an interest. PNC may also engage in proprietary investment activities from time to time without reference to the positions held by the Issuer or other BlackRock client accounts. Such proprietary trading activities could have an adverse effect on the value of the positions held by the Issuer or such other client accounts, or may result in PNC having interests adverse to those of the Issuer (and holders of the Notes) or such other client accounts. There can be no assurance that any of the foregoing arrangements will not, in whole or in part, give rise to conflicts of interest affecting the investment activities of the Issuer. In addition to the foregoing, based on the investment parameters of the Issuer, PNC or one of its respective Affiliates may, from time to time, participate in investment opportunities related to the Issuer's portfolio investments. Given the past and continuing relationship with PNC, such transactions may give rise to inherent conflicts of interest.

- Investments in service clients or portfolio companies of BlackRock or PNC. PNC provides a variety of products and services for and advice (including investment banking services, fairness opinions and extensions of credit provided by PNC) to various clients, including issuers of securities that the Collateral Manager may purchase or sell for the Issuer, and may generally receive fees for these services (including fees which may be contingent on the successful placement of securities and successful closing of a transaction). As a result of the relationships between BlackRock and PNC, the Collateral Manager may have an incentive to invest in securities the issuers of which utilise such services and pay such fees. The Collateral Manager believes, however, that the nature and range of clients to whom PNC renders such services is such that it would be inadvisable to exclude the securities of these issuers from the Issuer's account. Accordingly, absent a specific investment restriction or direction or regulatory restriction, it is likely that the Issuer's account may include the securities of issuers for whom PNC performs services.

PNC, a bank holding company regulated as a "financial holding company" (an "**FHC**") by the Board of Governors of the Federal Reserve System (the "**Federal Reserve**") under the Bank Holding Company Act of 1956 (the "**BHC Act**"), currently has a minority investment in BlackRock's capital stock. Based on the Federal Reserve's interpretation of the BHC Act, the Federal Reserve currently takes the position that this ownership interest causes PNC to "control" BlackRock and therefore causes BlackRock and the Collateral Manager to be treated as nonbank subsidiaries of PNC for purposes of the BHC Act, thereby subjecting BlackRock and the Collateral Manager to banking regulation as an affiliate of a financial holding company, including the supervision and regulation of the Federal Reserve and to most banking laws, regulations and orders that apply to PNC. Because of this position, and because the Collateral Manager may be deemed to exercise corporate control over the Issuer for purposes of the BHC Act, each of the Issuer, the Collateral Manager and BlackRock must comply with the investment and activities restrictions applicable to PNC as an FHC. Under the BHC Act, an FHC and its Affiliates may engage in, and may acquire interests in or control of, companies engaged in, among other things, a wide range of activities that are "financial in nature," including certain banking, securities, investment management, merchant banking, and insurance activities. Other activities or investments may be limited or prohibited under the BHC Act. Any failure by PNC to qualify as an FHC under the BHC Act could result in restrictions on the activities and investments of the Issuer described above. The Collateral Manager

generally expects substantially all of the Issuer's investments to qualify as permissible investments for an FHC under the BHC Act.

Investments by the Issuer may be subject to various monitoring, reporting, and other regulatory requirements under the BHC Act. These requirements may be greater with respect to investments over which the Issuer, BlackRock or PNC are deemed to have control or a significant influence, including any circumstances wherein the Issuer and other BlackRock clients, in aggregate, own 25.0 per cent. or more of an issuer. Such control attributions could also result in investment restrictions applying to the Issuer's investments under applicable regulation.

The Collateral Manager reserves the right to rely on any applicable exemptions and to take all reasonable steps deemed necessary, advisable, or appropriate to comply with the BHC Act, including disposing of or refraining from making any investment that would not conform with BHC Act requirements. The BHC Act and Federal Reserve regulations and interpretations thereunder may be amended over the term of the Notes. The Dodd-Frank Act has substantially amended or supplemented the BHC Act and various other federal statutes in certain respects.

The Collateral Manager may utilise the personnel or services of its Affiliates in a variety of ways to make BlackRock's global capabilities available to the Issuer. Although the Collateral Manager believes this practice is generally in the best interests of its clients, it is possible that conflicts with respect to allocation of investment opportunities, portfolio execution, client servicing or other matters may arise due to differences in regulatory requirements in various jurisdictions, time differences or other reasons. The Collateral Manager will seek to ameliorate any conflicts that arise and may determine not to utilise the personnel or services of a particular affiliate in circumstances where it believes the potential conflict or adverse impact of ameliorative steps may outweigh the potential benefits.

The Collateral Manager may from time to time consult with, receive input from and provide information to third parties (who may or may not be or become direct and indirect holders of the Notes) in respect of obligations being considered for acquisition by the Issuer. Some of those same third parties may have interests adverse to those of the holders of the Notes and may take a short position (for example, by buying protection under a credit default swap) relating to any such obligations or securities.

Furthermore, so long as the Issuer is relying on the exception from the Investment Company Act provided by Rule 3a-7, it is not permitted to acquire or dispose of Collateral Debt Obligations, or Eligible Investments for the primary purpose of recognising gains or decreasing losses from market value changes. This could prevent the Issuer (or the Collateral Manager on its behalf) from selling assets that the Collateral Manager expects may decline in value or from reinvesting principal payments or sale proceeds in Collateral Debt Obligations.

The Issuer has the right by notice to the Trustee to elect (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act and to no longer rely on Rule 3a-7. Unless and until the Issuer so elects, the Collateral Manager will be restricted from causing the Issuer to acquire any Collateral Debt Obligation or Eligible Investment which is not an "eligible asset" under Rule 3a-7. The Collateral Debt Obligations, Collateral Enhancement Obligations or Eligible Investments being acquired or disposed of by the Issuer will be subject to the terms and conditions set forth in the Trust Deed and the other Transaction Documents. Unless and until the Issuer elects to rely solely on the exception under Section 3(c)(7) of the Investment Company Act, the Collateral Manager will be restricted from causing the acquisition or disposition of any Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment if such acquisition or disposition would result in the downgrade or withdrawal of the then-current rating issued by the Rating Agencies on any Class of Notes (other than the Subordinated Notes). Until the Issuer elects to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act in the circumstances described above, the Collateral Manager will also be restricted from causing the Issuer to dispose of any Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment or acquire any Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment for the primary purpose of recognising gains or decreasing losses resulting from market value changes. These restrictions mean that the Issuer may be required to hold a Collateral Debt Obligation, Collateral

Enhancement Obligation or Eligible Investment or be precluded from acquiring a Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment when it would have sold such Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment or acquired such Collateral Debt Obligation, Collateral Enhancement Obligation or Eligible Investment, as applicable, had it based such determination on expected market value changes. As a result, greater losses on the Portfolio may be sustained and there may be insufficient proceeds on any Payment Date to pay in full any expenses of the Issuer or any amounts payable prior to payments in respect of the principal of and interest on the Notes. See "*Risk Factors—Issuer Reliance on Rule 3a-7*" above. The Collateral Manager, in its capacity as agent of the Issuer, has the discretion to advise the Issuer to make the election referred to above and accordingly the Issuer may cease to rely upon the exception provided by Rule 3a-7 in the future. The Collateral Manager, in making any such a recommendation, and the Issuer in electing to cease to rely upon Rule 3a-7, do not have a duty to act in a way that is favourable to individual or classes of Noteholders and conflicts of interests may arise accordingly.

5.2 Rating Agencies

Fitch and S&P have been engaged by the Issuer to provide their ratings on the Rated Notes. Either Rating Agency may have a conflict of interest where 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).

5.3 *Certain Conflicts of Interest Involving or Relating to the Initial Purchaser and its Affiliates*

Credit Suisse Securities (Europe) Limited and its Affiliates (together, the "**Credit Suisse Parties**") will play various roles in relation to the offering, including acting as the structurer of the transaction, as a Warehouse Provider, as a seller of Collateral Debt Obligations and in other roles described below.

The criteria in and provisions of the Trust Deed and the Collateral Management Agreement including but not limited to the Portfolio Profile Tests, Coverage Tests, Collateral Quality Tests and Priorities of Payment may be influenced by discussions that the Initial Purchaser may have or have had with one or more investors. There is no assurance that investors would agree with the views of one another or that any adjustments or modifications which result from such discussions will not adversely affect the performance of the Notes or any particular Class of Notes.

An Affiliate of the Initial Purchaser was also a Warehouse Provider under the Warehouse Arrangements.

The Initial Purchaser 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 Initial Purchaser in respect of those Notes. The Credit Suisse Parties 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 Credit Suisse Parties expect to earn fees and other revenues from these transactions.

The Credit Suisse Parties may retain a certain portion 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.

In addition, the Credit Suisse Parties may derive fees and other revenues from the arrangement and provision of such financing. The Credit Suisse 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 (including but not limited to instruments such as the Notes) for their own account and for the accounts of customers in the ordinary course of their business.

The Credit Suisse Parties may have positions in and will likely have placed, underwritten or syndicated 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 Credit Suisse 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 Credit Suisse 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. Moreover, the Issuer may invest in loans of Obligors affiliated with the Credit Suisse Parties or in which one or more Credit Suisse Parties hold an equity or participation interest. The purchase, holding or sale of such Collateral Debt Obligations by the Issuer may increase the profitability of the Credit Suisse Parties' own investments in such Obligors while the value of the Notes may decline.

From time to time the Collateral Manager (pursuant to the terms of the Collateral Management Agreement may purchase from or sell Collateral Debt Obligations through or to the Credit Suisse Parties and one or more Credit Suisse Parties may act as the selling institution with respect to interests in Participations and/or a counterparty under a Hedge Agreement. The entry into of Participations and/or Hedge Transactions by any Credit Suisse Party is expected to increase the profitability of such Credit Suisse Party and it is not intended that the interests of the Noteholders or any other party will be taken into account by the relevant Credit Suisse Party in the exercise of its rights and the performance of its obligations under Participations or Hedge Transactions. The Credit Suisse Parties may act as placement agent and/or initial purchaser and/or collateral manager in other transactions involving issues of collateralised debt obligations or other investment funds with assets similar to those of the Issuer, which may have an adverse effect on the availability of collateral for the Issuer and/or on the price of the Notes.

The Credit Suisse 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, Credit Suisse Parties and employees or customers of the Credit Suisse 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. On the Issue Date, Credit Suisse Parties will purchase certain Classes of Notes; however, they may sell those Notes at any time. After the Issue Date, Credit Suisse Parties may purchase Notes from time to time. If a Credit Suisse Party becomes an owner of or obtains exposure to 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 Credit Suisse 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 Credit Suisse 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.

The Initial Purchaser takes no responsibility for, and has no obligations in respect of, the Issuer, and will have no obligation to monitor the performance of the Collateral or the actions of the Collateral Manager or the Issuer and will have 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 (respectively). If the Initial Purchaser or its Affiliates own Notes, they will have no responsibility to consider the interests of any other owners of Notes in actions they take or refrain from taking in such capacity.

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.

6 INVESTMENT COMPANY ACT

The Issuer has not registered with the U.S. Securities and Exchange Commission (the "**SEC**") as an investment company pursuant to the Investment Company Act, in reliance on both: (a) an exception contained in Section 3(c)(7) of the Investment Company Act for issuers: (i) 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 (ii) which do not make a public offering

of their securities in the U.S.; and (b) an exception from the definition of investment company for certain asset-backed issuers that meet the conditions of Rule 3a-7 under the Investment Company Act. So long as the Issuer relies on Rule 3a-7, its ability to acquire and dispose of Collateral Debt Obligations may be limited, which could adversely affect its ability to realise gains, mitigate losses or reinvest principal payments or sale proceeds. In 2011, the SEC published an advance notice of proposed rulemaking to potentially consider proposing amendments to Rule 3a-7.

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 that any holder of an interest in a Rule 144A Note is a Non-Permitted Holder, the Issuer may require the sale of the relevant Notes subject to and in accordance with the Conditions. 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 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 Court of Justice of the European Union ("**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;

(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 TCA (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 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, 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 €250,000,000 Class A Senior Secured Floating Rate Notes due 2032 (the "**Class A Notes**"), €40,000,000 Class B Senior Secured Floating Rate Notes due 2032 (the "**Class B Notes**"), €28,000,000 Class C Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class C Notes**"), €22,000,000 Class D Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class D Notes**"), €22,000,000 Class E Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class E Notes**"), €10,000,000 Class F Senior Secured Deferrable Floating Rate Notes due 2032 (the "**Class F Notes**" and, together with the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes and the Class E Notes, the "**Rated Notes**") and €35,000,000 Subordinated Notes due 2032 (the "**Subordinated Notes**" and together with the Rated Notes, the "**Notes**") of BlackRock European CLO IX Designated Activity Company (the "**Issuer**"), was authorised by a resolution of the board of Directors dated on or about 25 November 2019. The Notes are constituted by a trust deed dated 29 November 2019 (the "**Trust Deed**") made between, amongst others, the Issuer and U.S. Bank Trustees Limited, 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**") 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 or will be entered into in relation to the Notes: (a) a subscription agreement dated as of 29 November 2019 between the Issuer and the Initial Purchaser (the "**Subscription Agreement**"); (b) an agency agreement dated on or about 29 November 2019 (the "**Agency Agreement**") between the Issuer, Elavon Financial Services Designated Activity Company as registrar, transfer agent, principal paying agent, account bank and custodian (respectively, the "**Registrar**", "**Transfer Agent**" "**Principal Paying Agent**", "**Account Bank**" and "**Custodian**", which terms shall include any successor or substitute registrar, transfer agent, principal paying agent, account bank or custodian, respectively, appointed pursuant to the terms of the Agency Agreement), U.S. Bank Global Corporate Trust Limited as calculation agent (the "**Calculation Agent**", which terms shall include any successor or substitute calculation agent appointed pursuant to the terms of the Agency Agreement) and the Trustee; (c) a collateral management agreement dated on or about 29 November 2019 (the "**Collateral Management Agreement**") between the Issuer, the Trustee, BlackRock Investment Management (UK) Limited 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) the Custodian, U.S. Bank Global Corporate Trust Limited as collateral administrator and information agent (respectively, the "**Collateral Administrator**" and "**Information Agent**" which terms shall include any successor collateral administrator or information agent appointed pursuant to the terms of the Collateral Management Agreement) and as Calculation Agent; and (d) a corporate services agreement dated 13 December 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 Contribution Account and the Collection Account.

"**Accrual Period**" means, in respect of each Class of Notes, the period from and including the Issue Date (or in the case of a Class that is subject to Refinancing, the Business Day upon which the Refinancing occurs) to, but excluding, the first Payment Date (or in the case of a Class that is subject to Refinancing, the first Payment Date following the Refinancing) and each successive period from and including each Payment Date to, but excluding, the following Payment Date.

"**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 but excluding, for the avoidance of doubt, any interest accrued on Eligible Investments); plus

(d) in relation to a Deferring Security or a Defaulted Obligation, the lesser of: (i) its Fitch Collateral Value; and (ii) its S&P 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 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 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,

in each case, for the purposes of calculating the Adjusted Collateral Principal Amount.

"**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) or any statutory indemnity or any pecuniary sanctions arising under Article 32 of the Securitisation Regulation or Regulation 24 of the Irish STS Regulations in relation to a failure by the Issuer or the Collateral Manager 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 Initial Purchaser pursuant to the Subscription 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); and

(x) to the payment of any amounts necessary to ensure the orderly dissolution of the Issuer;

(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, 17g-10, EMIR, CRA3, AIFMD, the US Commodity Exchange Act of 1936 (as amended), Solvency II 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 the costs of any Person (including the Collateral Manager) in connection with satisfying the Securitisation Regulation or the Irish STS Regulations requirements, in each case such costs as they relate to the Issuer only, including any costs or fees related to additional due diligence or reporting requirements;

(iii) any costs of complying 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), including the fees and expenses of any person appointed by or on behalf of the Issuer to help ensure such compliance;

(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 U.S. 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, on a *pro rata* basis payment of any indemnities payable to any Person as contemplated in these Conditions or in the Transaction Documents,

provided that:

(A) 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

(B) 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 (other than for the S&P CDO Monitor Test), 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) (including Eligible Investments therein which represent Principal Proceeds but 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.

"**Aggregate Coupon**" has the meaning given to it in the Collateral Management Agreement.

"**Aggregate Excess Funded Spread**" has the meaning given to it in the Collateral Management Agreement.

"**Aggregate Funded Spread**" has the meaning given to it in the Collateral Management Agreement.

"**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.

"**Aggregate Unfunded Spread**" has the meaning given to it in the Collateral Management Agreement.

"**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.

"**Alternative Base Rate**" means:

(a) an industry benchmark rate that is generally accepted in the financial markets as a replacement benchmark for EURIBOR and/or LIBOR;

(b) any rate (and, if applicable, the methodology for calculating such rate) formally proposed, recommended or recognised as an industry standard rate (whether by letter, protocol, publication of standard terms or otherwise) by the Loan Markets Association, the Association for Financial Markets in Europe or the Loan Syndications & Trading Association (or, in each case, any successor organisation thereto) as a replacement reference rate for the calculation of the relevant reference rate (or the most appropriate such rate for the context in the Collateral Manager's reasonable judgement in the event that multiple valid replacement rates are proposed, recommended or recognised);

(c) the most common reference rate other than LIBOR or EURIBOR relied on for the quarterly paying Floating Rate Collateral Debt Obligations included in the Portfolio;

(d) the most common reference rate (not being LIBOR or EURIBOR) relied on by quarterly pay Floating Rate Collateral Debt Obligations issued in the preceding one month;

(e) the most common reference rate, other than EURIBOR, used to determine the floating rate of interest on securities priced or issued in the preceding three months in Euro–denominated collateralised loan obligation transactions or amendments of existing collateralised loan obligation transactions whose collateral consists primarily of broadly syndicated Senior Secured Loans and are subject to EURIBOR and/or LIBOR related supplemental Transaction Documents; and/or

(f) the single reference rate that is used in calculating the interest rate of floating rate notes priced or issued in the preceding six months in at least ten Euro–denominated collateralised loan obligation transactions or amendments of existing collateralised loan obligation transactions whose collateral consists primarily of broadly syndicated Senior Secured Loans and are subject to EURIBOR and/or LIBOR related supplemental Transaction Documents,

which, in each case, (i) may include a Reference Rate Modifier and (ii) is as determined by the Collateral Manager prior to the Payment Date following the date on which the Alternative Base Rate-related supplemental Transaction Documents are proposed (the determination of which may be based, in the Collateral Manager's reasonable judgement, on information provided by any of the Rating Agencies, the Initial Purchaser, or other, similarly situated, nationally recognised firms).

Neither the exercise of discretion nor the judgement of the Collateral Manager in connection with the foregoing will be called into question as a result of subsequent events so long as such exercise or judgement was made in a commercially reasonable manner.

"**Annual Obligations**" has the meaning given to it in the Collateral Management Agreement.

"**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.

"**Average Life**" has the meaning given to it in the Collateral Management Agreement.

"**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 S&P 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's or plan's investment in such entity.

"**Bivariate Risk Table**" means the table set forth in the Collateral Management Agreement.

"**BlackRock**" means BlackRock, Inc.

"**Bridge Loan**" has the meaning given to it 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.

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

(a) the excess of the Aggregate Principal Balance of all Fitch 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 S&P 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 S&P Collateral Value) as of such date of determination,

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

(A) in determining the Aggregate Collateral Balance for the purposes of paragraphs (a) and (b) above, the Principal Balance of Defaulted Obligations shall be excluded;

(B) in determining which of the Fitch CCC Obligations shall be included under paragraph (a) above, the Fitch CCC Obligations with the lowest Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) shall be deemed to constitute the excess of the aggregate Principal Balance of all Fitch CCC Obligations; and

(C) in determining which of the S&P CCC Obligations shall be included under paragraph (b) above, the S&P CCC Obligations with the lowest Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) shall be deemed to constitute the excess of the aggregate Principal Balance of all S&P CCC Obligations.

"**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 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 the scheduled interest payments due on the Class A Notes and the Class B Notes (excluding Deferred Interest but including any interest on Deferred Interest), in each case on the immediately 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 A Notes and the Class B Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

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

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

"**Class A/B Par Value Test**" means the test which will apply as of any Measurement Date on and after the Effective Date and which will be satisfied on such Measurement Date if the Class A/B Par Value Ratio is at least equal to 127.9 per cent.

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

"**Class B CM Removal and Replacement Voting Notes**" means the Class B Notes in the form of CM Removal and Replacement Voting Notes.

"**Class B Noteholders**" means the holders of any Class B 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 the scheduled interest payments due on the Class A Notes, the Class B Notes and the Class C Notes (excluding Deferred Interest but including any interest on Deferred Interest), in each case on the immediately following Payment Date.

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 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 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 118.8 per cent.

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

"**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 the scheduled interest payments due on the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes (excluding Deferred Interest but including any interest on Deferred Interest), in each case on the immediately following Payment Date.

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 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 111.6 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 105.5 per cent.

"**Class F 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 the scheduled interest payments due on 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 (excluding Deferred Interest but including any interest on Deferred Interest),

in each case on the immediately following Payment Date.

For the purposes of calculating the Class F 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 A Notes, the Class B Notes, the Class C Notes, the Class D Notes the Class E Notes and the Class F Notes will be calculated using the then current interest rates applicable thereto as at the relevant Measurement Date.

"**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 103.5 per cent.

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

(a) the Class A Notes;

(b) the Class B Notes;

(c) the Class C Notes;

(d) the Class D Notes;

(e) the Class E Notes;

(f) the Class F Notes; and

(g) the Subordinated Notes,

and "**Class of Noteholders**" and "**Class**" shall be construed accordingly. *Provided that*:

(a)

(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,

provided that 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.

"**Clearing System**" means Euroclear or Clearstream, Luxembourg, as applicable.

"**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 and/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 and/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 and/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 U.S. 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, pledged 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 Issuer or 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 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) (other than the Issue Date Collateral Debt Obligation, which must satisfy the Eligibility Criteria on the Issue Date). 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 €4,000,000 in the aggregate for any Payment Date or an aggregate amount for all applicable Payment Dates of €17,000,000.

"**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, the Subordinated Collateral Management Fee and 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**" means any Affiliate of the Collateral Manager, BlackRock, any Affiliate of BlackRock, any director, employee, officer, personnel, partner, member and/or other professional staff of the Collateral Manager or BlackRock or any of their Affiliates, or any fund, entity or account for which the Collateral Manager, BlackRock, or any of their respective Affiliates acts as an investment or collateral manager or exercises discretionary voting authority on behalf of such fund, entity or account.

"**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 S&P are Outstanding (as of the Effective Date and until the expiry of the Reinvestment Period only) the S&P CDO Monitor 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;
- **(iii)** the Fitch Minimum Weighted Average Spread Test; and
- **(iv)** the Maximum Obligor Concentration Test; and

(c) so long as any Rated Notes are Outstanding the Weighted Average Life Test,

each as defined in the Collateral Management Agreement.

"**Collateral Tax Event**" means at any time, as a result of: (a) FATCA; or (b) the introduction of a new, or any change in (any home jurisdiction or foreign) statute, treaty, regulation, rule, ruling, practice, procedure or judicial decision or interpretation (whether proposed, temporary or final), interest, discount or premium payments due from the Obligors of any Collateral Debt Obligations in relation to any Due Period to the Issuer becoming properly subject to the imposition of direct taxation or 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) so that the aggregate amount of such direct or withholding tax on all Collateral Debt Obligations in relation to such Due Period is equal to or in excess of 6.0 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 an account in the name of the Issuer, so entitled and held 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.

"**Competent Authorities**" means the relevant national competent authorities of the United Kingdom and EU member states for the purposes of the Securitisation Regulation.

"**Conditional Sale Agreement**" means a conditional sale agreement dated 3 October 2019 between the Issuer as seller and the Retention Holder as purchaser in respect of certain Collateral Debt Obligations designated as Originated Assets.

"**Constitution**" means the constitution of the Issuer comprising the memorandum and articles of association of the Issuer (as may be amended form 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 and/or a CM Replacement Resolution, if 100.0 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 and/or a CM Replacement Resolution, if 100.0 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 and/or a CM Replacement Resolution, if 100.0 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 and/or a CM Replacement Resolution, if 100.0 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 and/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 and/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 and/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 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 U.S. Bankruptcy Code or a trustee (if appointment of such trustee has been ordered pursuant to § 1104 of the U.S. Bankruptcy Code) (a "**Debtor**") organised under the laws of the U.S. or any State therein, the terms of which have been approved by an order of the U.S. Bankruptcy Court, the U.S. 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 U.S. 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 U.S. 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 U.S. 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 U.S. 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 has a Fitch Rating of not less than "CCC+" and an S&P Rating of not less than "CCC+", such Collateral Debt Obligation shall no longer be a Corporate Rescue Loan.

"**Corporate Services Agreement**" means the corporate services agreement dated 13 December 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 Account Bank into which all Counterparty Downgrade Collateral 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 judgement, 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) for all purposes other than a determination of the S&P Recovery Rate, if such a loan either contains a cross-default provision or cross-acceleration 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) 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.

"**CRA Regulation**" means Regulation EC 1060/2009 (as amended) on credit rating agencies.

"**CRA3**" means Regulation (EU) 462/2013 of the European Parliament and of the European Council amending the CRA Regulation (as the same may be amended from time to time).

"**Credit Estimate Obligation**" has the meaning given to such term in the Collateral Management Agreement.

"**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, 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 1.0 per cent. more negative or at least 1.0 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 1.0 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 2.0 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 2.0 per cent. but less than or equal to 4.0 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 4.0 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 1.0 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, 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 101.0 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 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 1.0 per cent. more positive or at least 1.0 per cent. less negative than the percentage change in the Eligible Bond Index over the same period;

(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 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 2.0 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 2.0 per cent. but less than or equal to 4.0 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 4.0 per cent.) due, in each case, to an improvement in the Obligor's financial ratios or financial results;

(e) 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;

(f) 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; or

(g) since the date on which such Collateral Debt Obligation was purchased the Obligor of such Collateral Debt Obligation has raised significant equity capital or has raised other capital that has improved the liquidity or credit standing of such Obligor.

"**CRS**" means the common reporting standard more fully described as the Standard for Automatic Exchange of Financial Account Information in Tax Matters approved on 15 July 2014 by the Council of the Organisation for Economic Cooperation and Development and any treaty, law or regulation of any other jurisdiction which facilitates the implementation of the common reporting standard, including Council Directive 2014/107/EU on Administrative Co-operation in the Field of Taxation and the United Kingdom International Tax Compliance Regulations 2015.

"**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: (i) is denominated in a Qualifying Currency other than Euro and which is, or will become no later than the settlement date thereof, the subject of a Currency Hedge Transaction; or (ii)(a) is denominated in a Qualified Unhedged Currency; (b) is acquired in the Primary Market; (c) was not the subject of a Currency Hedge Transaction on settlement; and (d) is subject to a Currency Hedge Transaction at such point in time of the determination of this definition (and entered into no later than 180 calendar days following the settlement date of the acquisition thereof).

"**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 judgement, 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; and

(c) the Collateral Debt Obligation has a Market Value of at least 80.0 per cent. of its outstanding principal amount.

"**Custodial Assets**" has the meaning given to it in the Collateral Management Agreement.

"**Custody Account**" means the custody account or accounts 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).

"**Debt Restructuring**" has the meaning given to it in the Collateral Management Agreement.

"**Deed of Charge**" means any Irish law governed deed of charge between, *inter alios*, the Issuer and any Hedge Counterparty in respect of any Counterparty Downgrade Collateral Account, as modified, amended and/or supplemented from time to time.

"**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 judgement 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 U.S. 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; or

(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 judgement 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) an S&P Rating of "SD", "D" or "CC" or below; or

(ii) a Fitch Rating of "CC" or below or "RD",

or, in either case, had such rating immediately prior to its withdrawal by S&P or Fitch, as applicable;

(e) in respect of a Collateral Debt Obligation that is a Participation:

(i) the Selling Institution has defaulted in respect of any of its payment obligations under the terms of such Participation;

(ii) the obligation which is the subject of such Participation would constitute a Defaulted Obligation if the Issuer had a direct interest therein; or

(iii) the Selling Institution has:

(A) an S&P Rating of "SD", "D" or "CC" or below; or

(B) a Fitch Rating of "CC" or below or "RD",

or, in either case, had such rating prior to its withdrawal by S&P or Fitch, as applicable;

(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 judgement of the Collateral Manager, such offer has the apparent purpose of helping the Obligor avoid default; provided, however, such obligation will cease to be a Defaulted Obligation under this paragraph if such new obligation is: (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 (for which purposes the Principal Balance of each Defaulted Obligation shall be the lower of its S&P Collateral Value and Fitch Collateral Value), 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:

(a) zero; and

(b) 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:

(i) the Principal Balance of such Defaulted Obligation outstanding immediately prior to receipt of any such amounts; and

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

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

"**Deferring Security**" 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 for the shorter of two consecutive accrual periods or one year, which deferred capitalised interest has not, as of the date of determination, been paid in cash, provided that such Collateral Debt Obligation will cease to be a Deferring Security at such time as it (i) ceases to defer or capitalise the payment of interest, (ii) pays in cash all accrued and unpaid interest accrued since the time of purchase and (iii) commences payment of all current interest 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.

"**Determination Date**" means the last Business Day of each Due Period, or in the event of any redemption of the Notes following the occurrence of an Event of Default, 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:

(a) in the case of a Floating Rate Collateral Debt Obligation:

(i) has an S&P Rating of "BB-" or above and is acquired by the Issuer for a purchase price that is lower than the lesser of (x) 75.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (y) the price of the Eligible Loan Index as of the relevant determination date; or

(ii) has an S&P Rating below "BB-" and is acquired by the Issuer for a purchase price that is lower than the lesser of (i) 80.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (ii) the price of the Eligible Loan Index as of the relevant determination date,

provided that such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) of such Collateral Debt Obligation, as determined for any period of 17 consecutive Business Days since the acquisition by the Issuer of such Collateral Debt Obligation, equals or exceeds 90.0 per cent. of the Principal Balance of such Collateral Debt Obligation;

(b) in the case of any Fixed Rate Collateral Debt Obligation:

(i) has an S&P Rating of "BB-" or above and is acquired by the Issuer for a purchase price that is lower than the lesser of (x) 70.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (y) the price of the Eligible Bond Index as of the relevant determination date; or

(ii) has an S&P Rating below "BB-" and is acquired by the Issuer for a purchase price that is lower than the lesser of (x) 75.0 per cent. of the Principal Balance of such Collateral Debt Obligation; or (y) the price of the Eligible Bond Index as of the relevant determination date,

provided that: such Collateral Debt Obligation shall cease to be a Discount Obligation at such time as the Market Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligations as of the relevant date of determination) of such Collateral Debt Obligation, as determined for any period of 17 consecutive Business Days since the acquisition by the Issuer of such Collateral Debt Obligation, equals or exceeds 85.0 per cent. of the Principal Balance of such Collateral Debt Obligation,

provided further that if such Collateral Debt Obligation is a Revolving Obligation, the purchase price of such Revolving Obligation for such purpose shall be deemed to include any amounts required to be transferred to the Unfunded Revolver Reserve Account upon acquisition of such Revolving Obligation by the Issuer.

"**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.

"**EBA**" means the European Banking Authority (formerly known as the Committee of European Banking Supervisors), or any predecessor, successor or replacement agency or authority.

"**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) 29 May 2020 (or, if such day is not a Business Day, the next following Business Day).

"**Effective Date Determination Requirements**" means, as at the Effective Date, each of the Portfolio Profile Tests, the Collateral Quality Tests and the Coverage Tests (save for the Interest Coverage Tests) being satisfied on such date, and the Issuer having acquired or having entered into binding commitments to acquire Collateral Debt Obligations the Aggregate Collateral Balance of which equals or exceeds the Reinvestment Target Par Balance by such date (*provided that*, the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its S&P 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) Rating Agency Confirmation has not been obtained for the Rating Confirmation Plan following a request therefor from the Collateral Manager; or

(b) the Effective Date S&P Condition not being satisfied and, following a request therefor from the Collateral Manager after the Effective Date, Rating Agency Confirmation from S&P 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, notwithstanding paragraphs (a) and/or (b) above applying.

"**Effective Date Report**" has the meaning given to it in the Collateral Management Agreement.

"**Effective Date Non-Model CDO Monitor Test**" means the S&P CDO Monitor Test, subject to the following analytical adjustments:

(a) the Aggregate Funded Spread shall be calculated without giving effect to the paragraph immediately beneath the proviso of the definition of "Aggregate Funded Spread" detailing the consequences of a EURIBOR floor and assuming that any Collateral Debt Obligation subject to a EURIBOR floor bears interest at a rate equal to the stated interest rate spread for such Collateral Debt Obligation; and

(b) for the purposes of the S&P CDO Adjusted BDR, without including in the Aggregate Principal Balance any Principal Proceeds designated to be included as Interest Proceeds on the Effective Date,

provided that such test shall only be satisfied if the Collateral Manager:

(i) has certified to S&P that the Effective Date Determination Requirements have been satisfied and the Effective Date Report has been published;

(ii) has certified to S&P that it has run the S&P CDO Monitor Test in accordance with paragraphs (a) and (b) above and that such test is satisfied; and

(iii) has provided S&P with an electronic copy of the Portfolio used to generate the passing test results and an electronic copy of the Effective Date Report.

"**Effective Date S&P Condition**" means a condition that will be satisfied if, on or after the Effective Date:

(a) the Effective Date Non-Model CDO Monitor Test is satisfied; or

(b) S&P has provided a Rating Agency Confirmation (or has been deemed to confirm) to the Issuer, the Trustee and the Collateral Manager, confirming its initial rating of each Class of Notes,

provided that the Effective Date S&P Condition will be deemed to be satisfied if S&P makes a public announcement or informs the Issuer, the Collateral Manager and the Trustee in writing (including by means of email notification or a press release) that (i) it believes satisfaction of the Effective Date S&P Condition is not required or (ii) its practice is not to give such confirmation.

"**Electronic Resolution**" means any Resolution of the Noteholders passed by way of consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee), as described in Condition 14 (*Meetings of Noteholders, Modification, Waiver and Substitution*) and as further described in, and as defined in, the Trust Deed.

"**Eligibility Criteria**" means the Eligibility Criteria specified in the Collateral Management Agreement which are required to be satisfied in respect of each Collateral Debt Obligation acquired by the Collateral Manager (on behalf of the Issuer) at the time of entering into a binding commitment to acquire such obligation and in the case of Issue Date Collateral Debt Obligations, the Issue Date.

"**Eligible Bond Index**" means the appropriate index variation of Markit iBoxx EUR High Yield Index (or any subsequent name given to such index) selected by the Collateral Manager or any other index (including the appropriate index variation) selected by the Collateral Manager from time to time in its discretion as and notified to the Rating Agencies and the Collateral Administrator.

"**Eligible Interest Rate Obligation**" has the meaning given to it in the Collateral Management Agreement.

"**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 (such guarantee to comply with the current S&P criteria on guarantees) 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 (such guarantee to comply with the current S&P criteria on guarantees) 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) offshore funds investing in the money markets rated, at all times, "AAAmmf" by Fitch and "AAAm" by S&P, or if not rated "AAAmmf" by Fitch, is rated "Aaa-mf" by Moody's and "AAAm" by S&P, *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;

(ii) which has a credit rating not less than the applicable Eligible Investments Minimum Rating; and

(iii) that is an "eligible asset" under Rule 3a-7 of the Investment Company Act (so long as the Trading Requirements are applicable),

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 subject to withholding or similar taxes, security purchased at a price in excess of 100.0 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 S&P are Outstanding:

(i) in the case of Eligible Investments with a Collateral Debt Obligation Stated Maturity of more than 30 days:

(A) a long-term senior unsecured debt or issuer (as applicable) credit rating of at least "AA-" from S&P; and/or

(B) a short-term senior unsecured debt or issuer (as applicable) credit rating of "A-1+" from S&P; or

(C) such other ratings as confirmed by S&P; and

(ii) in the case of Eligible Investments with a Collateral Debt Obligation Stated Maturity of 30 days or less,

(A) a short-term senior unsecured debt or issuer (as applicable) credit rating of "A-1" from S&P; or

(B) such other ratings as confirmed by S&P;

(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 appropriate index variation of the S&P European Leveraged Loan Index, the Credit Suisse Western European Leveraged Loan Index (or any subsequent name given to such indexes) selected by the Collateral Manager or any other index (including the appropriate index variation) selected by the Collateral Manager or from time to time at its discretion and notified to the Rating Agencies 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.

"**Equity Security**" means any security that by its terms does not provide for periodic payments of interest at a stated coupon rate and repayment of principal at a stated maturity and any other security that is not eligible for purchase by the Issuer as a Collateral Debt Obligation; it being understood that Equity Securities do not include Collateral Enhancement Obligations or Exchanged Securities, and Equity Securities may not be purchased by the Issuer but may be received by the Issuer in exchange for a Collateral Debt Obligation or a portion thereof in connection with an insolvency, bankruptcy, reorganisation, debt restructuring or workout of the issuer or obligor thereof.

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

"**EU Disclosure Requirements**" means the requirements set out in Article 7 of the Securitisation Regulation, provided that any reference to the EU Disclosure Requirements shall be deemed to include any successor or replacement provisions to Article 7 of the Securitisation Regulation.

"**EU Retention Requirements**" means the requirements set out in Article 6 of the Securitisation Regulation, *provided that* any reference to the EU Retention Requirements shall be deemed to include any successor or replacement provisions to Article 6 of the Securitisation Regulation.

"**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 6 and 12 month Euro deposits;

(b) in the case of each 6 month Accrual Period, as applicable to 6 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 September 2032, as applicable to 3 month Euro deposits; and

(c) at all other times, as applicable to 3 month Euro deposits,

provided that, where such rate is used to determine the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest or the Class F Floating Rate of Interest, 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).

"**Euro Notional Amount**" has the meaning given to it in the Collateral Management Agreement.

"**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.

"**Euroclear**" means Euroclear Bank SA/NV, as operator of the Euroclear system.

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

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

"**Excess CCC 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 Excess; over

(b) the aggregate of, with respect to the Collateral Debt Obligations included in the CCC 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 U.S. 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 U.S. 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 (other than a revolving loan of the Obligor); 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 CCC Obligations**" means all Collateral Debt Obligations, excluding Defaulted Obligations, with a Fitch Rating of "CCC+" or lower.

"**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 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 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.

"**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.

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

"**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 all Frequency Switch Obligations is greater than or equal to 20.0 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 is less than 100.0 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 is greater than 100.0 per cent. (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 has declared 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 100.0 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 paragraph (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.

"**Frequency Switch Obligation**" means, in respect of a Determination Date, a Collateral Debt Obligation which has become a Semi-Annual Obligation in the previous Due Period (or where such Due Period is the first Due Period, in the last three months of such Due Period) as a result of a switch in the frequency of interest payments on such Collateral Debt Obligation occurring during such Due Period in accordance with the applicable Underlying Instrument.

"**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.

"**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:

(a) 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 U.S. Commodity Futures Trading Commission as a "commodity pool operator" or a commodity trading advisor pursuant to the U.S. Commodity Exchange Act of 1936, as amended; and

(b) unless and until the Issuer elects (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act, the Issuer or Collateral Manager obtains legal advice from reputable international legal counsel knowledgeable in such matters that the acquisition of or entry into such Hedge Agreement will not eliminate the Issuer's ability to rely on Rule 3a-7 under the Investment Company Act.

"**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 Subordinated Notes Outstanding have received an annualised internal rate of return (computed using the "XIRR" function in Microsoft® Excel or an equivalent function in another software package and assuming for this purpose that all Subordinated Notes were purchased on the Issue Date at a price equal to 95 per cent. of the principal amount thereof) of at least 12.0 per cent. or such other greater amount as may be specified by the Collateral Manager in writing to the Issuer in accordance with the terms of the Collateral Management Agreement on the Principal Amount Outstanding of the Subordinated Notes as of the first day of the Due Period preceding such Payment Date (after giving effect to all payments in respect of the Subordinated Notes to be made on such Payment Date), provided that any additional issuances of the Subordinated Notes pursuant to Condition 17 (*Additional Issuances*) shall be included for the purposes of calculating the Incentive Collateral Management Fee IRR Threshold at their issue price and issue date.

"**Incurrence Covenant**" means a covenant by an Obligor or another member of the borrowing group of which the Obligor is a part to comply with one or more financial covenants only upon the occurrence of certain actions of the Obligor or such other member of the borrowing group, including a debt issuance, dividend payment, share purchase, merger, acquisition or divestiture.

"**Initial Investment Period**" means the period from, and including, the Issue Date to, but excluding, the Effective Date.

"**Initial Purchaser**" means Credit Suisse Securities (Europe) Limited.

"**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.

"**Insurance Financial Strength Rating**" has the meaning given to it in the Collateral Management Agreement.

"**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*).

"**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 starting on the trade date 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, 50.0 per cent. of the scheduled interest payments referred to above due but not yet received in respect of such Unhedged Collateral Debt Obligation (subject to the exclusions set out above), converted into Euro at the then prevailing Applicable Exchange Rate, and (Y) otherwise zero;

(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 (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 on the Issue Date in respect of all Classes of the Rated Notes, pursuant to a straight line interpolation of the rates applicable to 6 and 12 month EURIBOR 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) 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 Floating Spread provided that, for the purpose of calculating the Weighted Average Floating 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 5.0 per cent. of the Aggregate Collateral Balance or if (i) the Aggregate Principal Balance of the Semi-Annual Obligations is less than or equal to 20 per cent. of the Aggregate Collateral Balance, (ii) the Class F Interest Coverage Ratio is equal to or greater than 105.0 per cent. when excluding any payments received from Semi-Annual Obligations and (iii) the Class F Par Value Test is satisfied, 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 100.0 per cent. collateralised by such lenders.

"**Investment Company Act**" means the U.S. Investment Company Act of 1940, as amended.

"**Irish STS Obligations**" means any and all obligations of the Issuer from time to time pursuant to the Irish STS Regulations.

"**Irish STS Regulations**" means the European Union (General Framework for Securitisation and Specific Framework for Simple, Transparent and Standardised Securitisation) Regulations 2018 of Ireland (as may be amended from time to time).

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

"**Investment Criteria Adjusted Balance**" has the meaning given to it in the Collateral Management Agreement.

"**Investment Gains**" means, in respect of any Collateral Debt Obligation which is repaid, prepaid, redeemed or sold, any excess if any of:

(a) the Scheduled Principal Proceeds, Unscheduled Principal Proceeds or Sale Proceeds (as applicable) received in respect thereof; over

(b) the purchase price thereof paid by, or on behalf of, the Issuer for such Collateral Debt Obligations,

in each case net of: (x) any expenses incurred in connection with any repayment, prepayment, redemption or sale thereof; and (y) 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.

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

"**ISDA**" has the meaning given to it in the Collateral Management Agreement.

"**Issue Date**" means 29 November 2019 (or such other date as may shortly follow such date as may be agreed between the Issuer, the Initial Purchaser, 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.

"**Issue Date Class F Par Value Ratio**" means 107.5 per cent.

"**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 the payment on each Payment Date prior to the occurrence of a Frequency Switch Event, of €250 and, on each Payment Date following the occurrence of a Frequency Switch Event, of €500, subject always to an aggregate maximum amount of €1,000 per annum, representing the profit to be retained by the Issuer.

"**Key Terms Modification**" has the meaning given to it in Condition 14(b)(vii) (*Extraordinary Resolution*).

"**Long-Dated Restructured Obligation**" has the meaning given to it in the Collateral Management Agreement.

"**Maintenance Covenant**" means a covenant to comply with one or more financial covenants during each reporting period (but not more frequently than quarterly), whether or not any specified action has been taken by the parties subject to such covenant; provided that a covenant that otherwise satisfies the definition hereof and only applies when amounts are outstanding under the related loan shall be a Maintenance Covenant.

"**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) 70.0 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 that, if the Collateral Manager is not subject to Directive 2014/65/EU and Regulation 600/2014/EU on Markets in Financial Instruments (as amended) (collectively referred to as "**MiFID II**") (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 Amendment**" has the meaning given to it in the Collateral Management Agreement.

"**Maturity Date**" means 15 December 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**" has the meaning given to it in the Collateral Management Agreement.

"**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 judgement, or a Participation therein.

"**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 each Class, €250,000;

"**Monthly Report**" means the monthly report or the Effective Date Report (where no Monthly Report is prepared in accordance with the Collateral Management Agreement) 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 shall include a version in excel or CSV format) on such dates as are set forth in the Collateral Management Agreement, which shall include information regarding the status of certain of the Collateral pursuant to the Collateral Management Agreement made available via (A) a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so

relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) prior to the Transparency Reporting Effective Date only, a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

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

"**Moody's CFR**" has the meaning given to it in the Collateral Management Agreement;

"**Moody's/S&P Corporate Issue Rating**" 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 15 September 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 to it in the Collateral Management Agreement.

"**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 A Notes (on a *pro rata* basis) at the applicable Redemption Price in whole or in part until the Class A Notes have been fully redeemed;

(b) *secondly*, to the redemption of the Class B Notes (on a *pro rata* 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 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; or

(b) UK or U.S. state or federal tax or governmental authorities, or tax authorities in any other jurisdiction impose net income, profits, diverted profits or similar tax upon the Issuer (or its representative) of any amount in excess of EUR 1,000 for the relevant year (other than any U.S. federal, state or local income or franchise tax imposed solely with respect to an equity security or U.S. 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 U.S. real property interest within 30 Business Days after receipt).

"**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.

"**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).

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

"**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:

(a) the Senior Expenses Cap; over

(b) the sum of (without duplication): (i) 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 (ii) 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.

"**Originated Assets**" means certain assets selected by the Retention Holder for purchase by the Issuer pursuant to the Warehouse Arrangements, having an aggregate principal amount equal to at least five per cent. of the Target Par Amount, which the Retention Holder agreed to purchase from the Issuer under the Conditional Sale Agreement in the event that any such assets failed to meet the Eligibility Criteria (as such term is defined under the Warehouse Arrangements) during the relevant Seasoning Period and such that each Originated Asset will have been subject to the full Seasoning Period on or before the occurrence of the Issue Date.

"**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.

"**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:

(a) the lesser of: (i) the amount of accrued interest on the Class or Classes of Rated Notes being refinanced or redeemed; and (ii) 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

(b) 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.

"**Paying Agent**" has the meaning given to it in the Agency Agreement.

"**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: (i) 15 March and 15 September (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either March or September); or (ii) 15 June and 15 December (where the Payment Date immediately prior to the occurrence of the relevant Frequency Switch Event falls in either June or December); and

(b) 15 March, 15 June, 15 September and 15 December at all other times,

in each case, in each year commencing on 15 September 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 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 accounting report defined as such in the Collateral Management Agreement which is prepared and determined as of each Determination Date and complied by the Collateral Administrator (in consultation with the Collateral Manager) on behalf of the Issuer and made available not later than the Business Day preceding the related Payment Date alongside portfolio data in CSV format, amongst others: (A) a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) prior to the Transparency Reporting Effective Date only, a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (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.

"**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 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.

"**Pricing Date Interest Rate Hedge Transactions**" means any interest rate cap Interest Rate Hedge Transactions entered into by the Issuer on or around the pricing date in respect of the Notes.

"**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 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;

(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 on the trade date 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 50.0 per cent. of the outstanding principal amount of such Unhedged Collateral Debt Obligation, converted into Euro at the Applicable Exchange Rate; *provided that* if the Issuer (or the Collateral Manager on its behalf) confirms in writing to the Collateral Administrator that the Issuer (or the Collateral Manager on its behalf) intends to enter into a Currency Hedge Transaction in respect of such Unhedged Collateral Debt Obligation on or prior to settlement of the purchase thereof, such amount shall be equal to 100.0 per cent. of the outstanding principal amount of such Unhedged Collateral Debt Obligation, converted into Euro at the Applicable Exchange Rate, during the period starting on the trade date and ending on the settlement date of the acquisition thereof; and

(B) otherwise, zero;

(d) for the purposes of the Collateral Quality Tests (other than the S&P CDO Monitor Test) 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; and

(g) so long as S&P is rating any Notes, in respect of a Collateral Debt Obligation: (i) the S&P Rating of which has been determined pursuant to paragraph (e)(ii) of the definition of S&P Rating for a consecutive period of ninety calendar days during which S&P has not provided a credit estimate in respect of such Collateral Debt Obligation; and (ii) that has not had a public rating by S&P withdrawn or suspended within six months prior to the date of application for a credit estimate in respect of such Collateral Debt Obligation, following the earlier of (x) S&P notifying the Collateral Manager that no credit estimate will be provided for such Collateral Debt Obligation after the expiry of the ninety calendar day period during which S&P has not provided a credit estimate and (y) the expiry of a period of six months during which the S&P Rating of such Collateral Debt Obligation has been continuously determined in accordance with paragraph (e)(ii) of the S&P Rating definition without a credit estimate having been assigned to it during such period, the Principal Balance of such Collateral Debt Obligation shall be zero, unless S&P has agreed to extend such period, and until an S&P Rating can be determined in respect of such Collateral Debt Obligation pursuant to paragraphs (a), (b) or (e)(i) of the definition of S&P Rating, a credit estimate being assigned by S&P in respect of such Collateral Debt Obligation or such other treatment being applied to such Collateral Debt Obligation as may be advised by S&P.

"**Principal Proceeds**" means all amounts paid or payable into the Principal Account from time to time and, with respect to any Payment Date, means Principal Proceeds received or receivable by the Issuer during the related Due Period and any other amounts to be disbursed as Principal Proceeds on such Payment Date pursuant to Condition 3(c)(ii)) (*Application of Principal Proceeds*) or Condition 11(b) (*Enforcement*).

"**Principal Proceeds Priority of Payments**" means the priority of payments in respect of Principal Proceeds set out in Condition 3(c)(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*); and

(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.

"**Proceeds on Maturity**" has the meaning given to it in the Collateral Management Agreement.

"**Project Finance Loan**" has the meaning given to it in the Collateral Management Agreement.

"**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 Australia, Austria, Belgium, Bermuda, Canada, the Channel Islands, Denmark, Finland, France, Germany, Republic of Ireland, Italy, Japan, Jersey, Liechtenstein, Luxembourg, The Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, the U.S., 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 "BBB-" by S&P 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, Singapore Dollars, Japanese Yen, New Zealand Dollars or such other currency in respect of which Rating Agency Confirmation from each of S&P 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 Provider under the Warehouse Arrangements.

"**Rated Notes**" means 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.

"**Rating Agencies**" means S&P and Fitch, *provided that* if at any time S&P 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 (or such other confirmation as the relevant Rating Agency is willing to provide from time to time that such modifications or amendments will not result in the reduction or withdrawal of any of the ratings currently assigned to the Rated Notes by such Rating Agency) (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 downgrade 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 in writing 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 and Custodian:

(i) a long-term issuer credit rating of at least "A" and a short-term issuer credit rating of at least "A-1" by S&P, or if it does not have such short-term rating, a long-term rating of at least "A+" by S&P; and

(ii) a long-term issuer default rating of at least "A" and a short-term issuer default rating of at least "F1" by Fitch;

(b) in the case of any Hedge Counterparty, the rating requirement(s) as set out in the relevant Hedge Agreement; and

(c) in the case of a Selling Institution with regards to a Participation only, a counterparty which satisfies the ratings set out in the Bivariate Risk Table,

or in each case, such other rating or ratings 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 fifteenth 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)(vi) (*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, 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 A Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note, 100.0 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, 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*).

"**Reference Rate Modifier**" means a modifier applied to an Alternative Base Rate or other benchmark rate in order to cause such rate to be comparable to EURIBOR and/or LIBOR, which may include an addition to or subtraction from such unadjusted benchmark rate as identified by the Collateral Manager.

"**Reference Weighted Average Fixed Coupon**" has the meaning given to it in the Collateral Management Agreement.

"**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 (including, for the avoidance of doubt, any Trustee Fees and Expenses) 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 U.S. in reliance on Regulation S.

"**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 104.0 per cent.

"**Reinvestment Period**" means the period from and including the Issue Date up to and including the earliest of:

(a) 15 June 2024 or, if such day is not a Business Day, the immediately following Business Day;

(b) 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

(c) 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.

"**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 (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 Issuance*).

"**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, Effective Date Report, Transparency Report and Payment Date Report.

"**Reporting Delegate**" means a Hedge Counterparty or third party that undertakes to provide delegated reporting in connection with certain derivative transaction reporting obligations of the Issuer.

"**Reporting Delegation Agreement**" means an agreement in a form approved by the Rating Agencies for the delegation by the Issuer of certain derivative transaction reporting obligations to one or more Reporting Delegates.

"**Required Diversion Amount**" has the meaning given to it in the Collateral Management Agreement.

"**Reset Amendment**" means any amendment to any Transaction Document made pursuant to Condition 7(b)(v)(D) (*Reset Amendments*), being effected contemporaneously with a Refinancing in whole pursuant to Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*), other than such amendments which are permitted pursuant to Condition 7(b)(v)(C)(a) (*Consequential Amendments*).

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

"**Restricted Trading Period**" means the period during which:

(a) unless the Class A Notes are no longer outstanding, the S&P rating or the Fitch rating of the Class A Notes is withdrawn (and not reinstated) or is one or more sub-categories below its rating on the Issue Date; or

(b) unless the relevant Class of Notes is no longer outstanding, the S&P rating and the Fitch rating of the Class B Notes or Class C Notes (as applicable) is withdrawn (and not reinstated) or is two or more sub-categories below its rating on the Issue Date,

provided that such period shall not constitute a Restricted Trading Period if:

(i) **(A)** the Aggregate Principal Balance of all Collateral Debt Obligations and Eligible Investments representing Principal Proceeds is at least equal to the Restricted Trading Period Par Balance;

(B) each of the Coverage Tests applicable during such period is satisfied; and

(C) each of the Collateral Quality Tests is satisfied; or

(ii) if the downgrade or withdrawal of such rating is as a result of a change in the S&P structured finance rating criteria or the Fitch structured finance rating criteria; or

(iii) (so long as such S&P 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:

(A) a further downgrade or withdrawal of such S&P rating and/or Fitch rating, as applicable, that, disregarding such direction, would cause the conditions set out above to be true; and

(B) 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.

"**Restricted Trading Period Par Balance**" means, as of any date of determination an amount equal to:

(a) a linear interpolation between:

(i) the amount specified in the table below corresponding to the number of complete calendar years following the Closing Date that have occurred as at such date of determination; and

(ii) the amount specified in the table below corresponding to the next complete calendar year following such date of determination;

Number of complete calendar years following Closing Date	Amount specified in paragraph (a) above
0	400,000,000
1	397,600,000
2	395,214,400
3	392,843,114
4	390,486,055
5	388,143,139

6	385,814,280
7	383,499,394
8	381,198,398
9	378,911,207
10	376,637,740

; *minus*

(b) the amount of any reduction in the Principal Amount Outstanding of the Notes (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 Issuance*).

"**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 BlackRock Investment Management (UK) Limited 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 Note Purchase Deed**" means an agreement entered into as a deed dated on or about 29 November 2019 between the Initial Purchaser 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 Notes**" means the Notes subscribed for by the Retention Holder on the Issue Date and comprising as at the Issue Date, a material net economic interest of not less than five per cent. of the nominal value of each Class of Notes.

"**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, the Sole Arranger and the Initial Purchaser dated on or about 29 November 2019.

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

"**Rule 144A Notes**" means Notes offered for sale within the U.S. or to U.S. Persons in reliance on Rule 144A.

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

"**Rule 17g–10**" means Rule 17g-10 under the Exchange Act.

"**Rule 3a-7**" means Rule 3a-7 under the Investment Company Act.

"**S&P**" means S&P Global Ratings Europe Limited, a division of S&P Global Inc. and any successor or successors thereto.

"**S&P CCC Obligations**" means all Collateral Debt Obligations, excluding Defaulted Obligations with an S&P Rating of "CCC+" or lower.

"**S&P CDO Adjusted BDR**" has the meaning given to it in the Collateral Management Agreement.

"**S&P CDO BDR**" has the meaning given to it in the Collateral Management Agreement.

"**S&P CDO Monitor**" has the meaning given to it in the Collateral Management Agreement.

"**S&P CDO Monitor Test**" has the meaning given to it in the Collateral Management Agreement.

"**S&P CDO SDR**" has the meaning given to it in the Collateral Management Agreement.

"**S&P CLO Specified Assets**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Collateral Principal Amount**" has meaning given to it in the Collateral Management Agreement.

"**S&P Collateral Value**" means:

(a) for each Defaulted Obligation and Deferring Security the lower of:

(i) its prevailing Market Value; and

(ii) the relevant S&P Recovery Rate,

multiplied by its Principal Balance provided that if the Market Value cannot be determined for any reason, the S&P Collateral Value shall be determined in accordance with paragraph (ii) above; or

(b) in the case of any other applicable Collateral Debt Obligation of the relevant S&P Recovery Rate multiplied by its Principal Balance.

"**S&P Cov-Lite Loan**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Default Rate Dispersion**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Global Ratings Factor**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Industry Classification Group**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Industry Diversity Measure**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Issuer Credit Rating**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Obligor Diversity Measure**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Rating**" has the meaning given to it in the Collateral Management Agreement

"**S&P Recovery Identifier**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Recovery Range**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Recovery Rate**" has the meaning given to it in the Collateral Management Agreement

"**S&P Regional Diversity Measure**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Weighted Average Life**" has the meaning given to it in the Collateral Management Agreement.

"**S&P Weighted Average Rating Factor**" has the meaning given to it in the Collateral Management Agreement.

*"**S&P Weighted Average Recovery Rate**"* has the meaning given to it in the Collateral Management Agreement.

"**S&P Weighted Average Spread**" has the meaning given to it in the Collateral Management Agreement.

"**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*).

"**Seasoning Period**" means a period of 15 Business Days occurring prior to the Issue Date.

"**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 judgement 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 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 Initial Purchaser, 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:

(a) in relation to a Senior Secured Loan, 15.0 per cent.; and

(b) in relation to a Senior Secured Bond: (i) for the purposes of calculating the Fitch Recovery Rate, 20.0 per cent. and (ii) for the purposes of calculating the S&P Recovery Rate, 15.0 per cent.,

or, in each case, a greater percentage, if Rating Agency Confirmation from each Rating Agency is obtained.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended.

"**Securitisation Regulation**" means EU Regulation No 2017/2402 (including any implementing regulation, secondary legislation, technical standards and official guidance relating thereto and, in respect of Ireland, the Irish STS Regulations and any UK legislation or regulation making the Securitisation Regulation part of UK law)) as may be amended, replaced or supplemented from time to time.

"**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) €300,000 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 comprised of twelve 30-day months with each anniversary of the first Payment Date being the start of such 360-day period); and

(b) 0.025 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; and

(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*).

"**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 judgement 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 any revolving loan of the Obligor that pursuant to its terms may require one or more future advances to be made to the borrower may, in each case, have a higher priority security interest in such assets or shares in the event of an enforcement in respect of such loan, provided further that, in respect of such revolving loans and solely for the purposes of calculating the Fitch Recovery Rate and the S&P Recovery Rate, such higher priority security asset may only represent 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 judgement 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 any revolving loan of the Obligor that pursuant to its terms may require one or more future advances to be made to the borrower may, in each case, have a higher priority security interest in such assets or stock in the event of an enforcement in respect of such loan, provided further that, in respect of such revolving loans and solely for the purposes of calculating the Fitch Recovery Rate and the S&P Recovery Rate, such higher priority security asset may only represent 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.

"**Sole Arranger**" means Credit Suisse Securities (Europe) Limited.

"**Solvency II**" means Directive 2009/138/EC including any implementing and/or delegated regulations, technical standards and guidance related thereto as may be amended, replaced or supplemented from time to time.

"**Special Redemption**" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"**Special Redemption Amount**" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"**Special Redemption Date**" has the meaning given to it in Condition 7(d) (*Special Redemption*).

"**Spot Rate**" means with respect to any conversion of any currency into Euro or, as the case may be, of Euro into any other relevant currency, the relevant spot rate of exchange quoted by the Collateral Administrator after prior consultation and agreement with the Collateral Manager on the date of calculation.

"**SR Reporting Provider**" means a third party entity appointed to assist the Issuer with its obligations under the EU Disclosure Requirements.

"**Standard of Care**" has the meaning given to it in the Collateral Management Agreement.

"**Step-Down Coupon Security**" has the meaning given to it in the Collateral Management Agreement.

"**Step-Up Coupon Security**" has the meaning given to it in the Collateral Management Agreement.

"**Subordinated Collateral Management Fee**" means the fee payable to the Collateral Manager in arrear on each Payment Date in respect of the immediately preceding Due Period, pursuant to the Collateral Management Agreement equal to 0.35 per cent. per annum (calculated semi-annually following the occurrence of or 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 (exclusive of VAT) as of the first day of such Due Period, as determined by the Collateral Administrator.

"**Subordinated Noteholders**" means the holders of any Subordinated Notes from time to time.

"**Subordinated Notes**" have the meaning ascribed to them in the first paragraph of these Conditions.

"**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 17 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; and

(c) is purchased at a price not less than the lower of: (i) 50.0 per cent. of the Principal Balance thereof; and (ii) the price of the Eligible Loan Index or Eligible Bond Index (as applicable) as determined by the Collateral Manager as at the applicable date of acquisition,

provided however that:

(i) 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 15.0 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);

(ii) 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 90.0 per cent.; and

(iii) 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 85.0 per cent.

"**Synthetic Security**" has the meaning given to it in the Collateral Management Agreement.

"**Target Par Amount**" means €400,000,000.

"**TARGET2**" means the Trans-European Automated Real-time Gross Settlement Express Transfer system (or, if such system ceases to be operative, such other system (if any) determined by the Trustee to be a suitable replacement).

"**Tax**" has the meaning given to it in the Collateral Management Agreement.

"**Third Party Exposure**" has the meaning given to it in the Collateral Management Agreement.

"**Trading Plan**" has the meaning given to it in the Collateral Management Agreement.

"**Trading Plan Period**" has the meaning given to it in the Collateral Management Agreement.

"**Trading Requirements**" means:

(a) a Collateral Debt Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment, if being acquired by the Issuer, is an "eligible asset" under Rule 3a-7 of the Investment Company Act;

(b) such Collateral Debt Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment is being acquired or disposed of in accordance with the terms and conditions set forth in the Trust Deed and the Collateral Management Agreement;

(c) the acquisition or disposition of such Collateral Debt Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment does not result in a downgrade or withdrawal of the then-current rating issued by any Rating Agency on any Class of Notes (other than the Subordinated Notes) then outstanding; and

(d) such Collateral Debt Obligation, Collateral Enhancement Obligation, Exchanged Security or Eligible Investment is not being acquired or disposed of for the primary purpose of recognising gains or decreasing losses resulting from market value changes,

provided the requirements set out in paragraphs (a) to (d) (inclusive) above shall be deemed to have been satisfied in respect of any acquisition or disposal of a Collateral Enhancement Obligation if the Issuer obtains a legal opinion of reputable international legal counsel knowledgeable in such matters to the effect that: (i) such acquisition or disposal shall not require any of the Issuer, its directors or officers or the Collateral Manager, its directors, officers or employees to register with the U.S. Commodity Futures Trading Commission as a "commodity pool operator" or a commodity trading advisor pursuant to the U.S. Commodity Exchange Act of 1936, as amended; and (ii) unless and until the Issuer elects to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act, that such acquisition or disposal will not eliminate the Issuer's ability to rely on Rule 3a-7 under the Investment Company Act.

"**Transaction Documents**" means the Trust Deed (including these Conditions and the Notes), the Agency Agreement, the Subscription Agreement, the Retention Note Purchase Deed, 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 and any document supplemental thereto or issued in connection therewith.

"**Transparency Report**" means the report defined as such in the Collateral Management Agreement which, to the extent agreed by the Collateral Administrator, is prepared by the Collateral Administrator (or, if the Collateral Administrator does not agree, an SR Reporting Provider) on behalf of the Issuer (the form, timing, frequency of distribution, method of distribution and content to be proposed by the Issuer and the Collateral Manager, as soon as reasonably practicable following the finalisation of the Transparency RTS and, if possible, prior to the Transparency Reporting Effective Date and agreed by the Collateral Administrator (or, if the Collateral Administrator does not agree, an SR Reporting Provider)) and made available via (A) a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator or SR Reporting Provider (as applicable) to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator or SR Reporting Provider (as applicable) (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf). If the Collateral Administrator does not agree to compile such report, an SR Reporting Provider may be engaged and the Collateral Manager shall assist the Issuer in this regard, *provided that*, if the Collateral Administrator does not agree to provide such reporting, it will use reasonable endeavours to assist (at the request and cost of the Issuer) the Issuer in transferring all relevant information held by it to such other service provider).

"**Transparency Reporting Effective Date**" means the effective implementation date of the Transparency RTS.

"**Transparency RTS**" means the regulatory technical standards to be adopted by the European Commission in respect of Article 7(3) of the Securitisation Regulation relating to transparency.

"**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 (including, without limitation, legal fees) properly incurred by the Trustee in respect of any Refinancing.

"**U.S. Person**" means a "U.S. person" as such term is defined under Regulation S.

"**U.S. Risk Retention Rules**" means the credit risk retention requirements of Section 941 of the Dodd-Frank Act.

"**U.S. Treasury Regulations**" means the U.S. Treasury Regulations promulgated under the Code, as amended from time to time.

"**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.

"**Unsaleable Assets**" has the meaning given to it in the Collateral Management Agreement.

"**Unscheduled Principal Proceeds**" means: (a) 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 (b) 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 judgement; 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 assets is permissible under applicable law; or

(ii) by at least 80.0 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*).

"**VAT**" means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

"**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 Provider**" means Credit Suisse Securities (Europe) Limited.

"**Weighted Average Coupon Adjustment Percentage**" has the meaning given to it in the Collateral Management Agreement.

"**Weighted Average Fixed Coupon**" has the meaning given to it in the Collateral Management Agreement.

"**Weighted Average Floating Spread**" has the meaning given to it in the Collateral Management Agreement.

"**Weighted Average Life**" has the meaning given to it in the Collateral Management Agreement.

"**Weighted Average Life Test**" has the meaning given to it in the Collateral Management Agreement.

"**Written Resolution**" means any Resolution of the Noteholders of 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.

"**Zero Coupon Security**" has the meaning given to it in the Collateral Management Agreement.

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 (or the giving of such indemnity as the Registrar or such Transfer Agent may require in respect thereof) of any tax or other governmental charges which may be imposed in relation to such 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 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 U.S. to a non-U.S. Person or within the U.S. 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 and the Trustee to effect such transfers. The proceeds of such sale, net of any commissions, expenses and taxes due in connection with such sale shall be remitted to the 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 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 and the Trustee reserve 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 and the Trustee have 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 and the Trustee reserve 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

Each Noteholder (which, for the purposes of this Condition 2(i) (*Forced Sale pursuant to FATCA*) 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. In the event the Noteholder fails to provide such information or documentation for the purposes of FATCA, or to the extent that its ownership of the Notes would otherwise cause the Issuer to be subject to tax under FATCA: (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 25.0 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) within ten Business Days after notice 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 and the Trustee, 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*), 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*) 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.

(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)(xiii) (*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).

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. Payments of interest on 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; payments of interest on the Class B Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes but senior in right of payment to payments of interest in respect of the Class C Notes, the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class C Notes will be

subordinated in right of payment to payments of interest in respect of the Class A Notes and the Class B Notes, but senior in right of payment to payments of interest in respect of the Class D Notes, the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class D Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes, the Class B Notes and the Class C Notes, but senior in right of payment to payments of interest in respect of the Class E Notes, the Class F Notes and the Subordinated Notes; payments of interest on the Class E Notes will be subordinated in right of payment to payments of interest in respect of the Class A Notes, the Class B Notes, the Class C Notes and the Class D Notes, but senior in right of payment to payments of interest in respect of the Class F Notes and the Subordinated Notes; payments of interest on the Class F Notes will be subordinated in right of payment to payments of interest in respect of 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 payments 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.

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 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 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 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 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 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 VAT payable in relation

to 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 Amount**") 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) the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class A Notes in respect of the Accrual Period ending on such Payment Date and all other Interest Amounts due and payable on such Class A Notes;

(G) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class B Notes in respect of the Accrual Period ending on such Payment Date and all other Interest Amounts due and payable on such Class B Notes;

(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 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) 50.0 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*, to the Collateral Manager of the Subordinated Collateral Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority) (save for any Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts) until such amount has been paid in full 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 (W) (any such amounts, being "**Deferred Subordinated 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 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 Collateral Manager 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 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;

(2) *secondly*, to the Collateral Manager of any previously due and unpaid Subordinated Collateral Management Fee (other than Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts) and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority);

(3) *thirdly*, at the election of the Collateral Manager (in its sole discretion) to the Collateral Manager in payment of any previously Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts and to the relevant tax authority any VAT in respect thereof payable directly thereto; 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) at any time, 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 Subordinated Noteholders and any distributions to be made to 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 (including pursuant to paragraph (Z)(1) above), the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, up to 20.0 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 only 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 only 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 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 Subordinated Noteholders and any distributions to be made to Subordinated Noteholders on such Payment Date including in accordance with the Interest Proceeds Priority of Payments, the Principal Proceeds Priority of Payments and the Collateral

Enhancement Obligation Proceeds Priority of Payments (including pursuant to paragraph (S)(1) above), the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, 20.0 per cent. of any remaining Principal Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee, 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 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*, 20.0 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 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 and paragraph (S)(2) of the Principal Proceeds Priority of Payments and paragraph (B)(2) of the Collateral Enhancement Obligations Proceeds 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 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 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 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 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 from time to time pursuant to the Priorities of Payment so that the amount to be so applied in respect of each Class A Note, Class B Note, Class C Note, Class D Note, Class E Note, Class F Note and the Subordinated 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 on behalf of the Issuer 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. 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 Payment Account and the Collection 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 but in each case, if applicable, excluding any Investment Gains that the Collateral Manager elects to be paid into the Interest Account in accordance with Condition 3(j)(ii)(Q) (*Payments to and from the Accounts*) below:

(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 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;

(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 or in connection with any Maturity Amendment as determined by the Collateral Manager in its reasonable discretion;

(E) all Sale Proceeds received in respect of a Collateral Debt Obligation;

(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 Condition 3(j)(vi)(B) (*Collateral Enhancement Account*);

(M) all amounts transferred from the Expense Reserve Account in accordance with Condition 3(j)(xi)(B)(3) (*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 Condition 3(j)(x)(B) (*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 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 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: (i) amounts deposited after the end of the related Due Period; and (ii) 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: (a) 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 (b) 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*);

(5) on any Redemption Date upon which a Refinancing of the Rated Notes occurs in whole or in part 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 ratings of each Class of Rated Notes that is not subject to a Refinancing on such date shall be no lower than each such rating prevailing on the Issue Date; (ii) the Aggregate Collateral Balance (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is the lower of its S&P Collateral Value and its Fitch Collateral Value) shall be at least equal to the Reinvestment Target Par Balance; (iii) each condition precedent to the applicable Refinancing on such date shall have been satisfied in accordance with these Conditions and the Trust Deed; and (iv) the cumulative aggregate amount transferred or to be transferred in accordance with the foregoing in respect of all Redemption Dates

upon which a Refinancing has occurred on or before such date, shall not exceed 1.0 per cent. of the Target Par Amount; and

(6) on or after the Effective Date no more than 1.0 per cent. of the Reinvestment Target Par Balance to the Interest Account in one or more instalments, 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 (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is the lower of its S&P Collateral Value and its Fitch Collateral Value) equals or exceeds the Reinvestment Target Par Balance.

(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 or in connection with any Maturity Amendment 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) any Interest Smoothing Amounts which are required to be transferred from the Interest Smoothing Account;

(L) all Scheduled Periodic Hedge Counterparty Payments payable to the Issuer under any Hedge Transaction;

(M) 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;

(N) all amounts transferred from the First Period Reserve Account to the Interest Account in accordance with Condition 3(j)(xii) (*First Period Reserve Account*);

(O) any Hedge Issuer Tax Credit Payments received by the Issuer;

(P) 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;

(Q) any Investment Gains realised in respect of any Collateral Debt Obligation to the extent that the Collateral Manager elects that such Investment Gains should be paid into the Interest Account, provided that, in each case, each of the following conditions are met immediately after giving effect to such deposit: (i) 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 S&P Collateral Value) is greater than or equal to the Reinvestment Target Par Balance; (ii) the Class F Par Value Ratio is at least equal to the Issue Date Class F Par Value Ratio and (iii) the Fitch rating of the Class A Notes is not below their original Fitch rating and the S&P rating of the Class A Notes is not below their original S&P rating; 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 Condition 3(j)(i) (*Principal 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 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 remaining after the payment of:

(1) all net amounts due and payable in connection with the acquisition of Issue Date Collateral Debt Obligations on or prior to the Issue Date;

(2) amounts payable into the Expense Reserve Account;

(3) amounts payable into the First Period Reserve Account; and

(4) all net amounts due and payable in connection with the Warehouse Arrangements;

(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 (*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) on or after the Effective Date no more than 1.0 per cent. of the Reinvestment Target Par Balance to the Interest Account in one or more instalments, 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 (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is the lower of its S&P Collateral Value and its Fitch Collateral Value) equals or exceeds the Reinvestment Target Par Balance.

(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 amounts standing

to the credit of the applicable Counterparty Downgrade Collateral Account shall be segregated from any other funds from any other party in the books and records of the Custodian.

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;

(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 €2,000,000 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) 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 sub-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 sub-paragraph (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.

(xiv) Collection Account

The Issuer will procure that the following amounts are credited to the Collection Account:

(A) on the Issue Date, the net proceeds of the issue of the Notes; and

(B) all amounts received in respect of any Collateral (other than as otherwise provided in Condition 3(j)(v) (*Counterparty Downgrade Collateral Accounts*)).

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 Collection Account:

(1) on or about the Issue Date:

(a) all net amounts due and payable in connection with the acquisition of Issue Date Collateral Debt Obligations on or prior to the Issue Date;

(b) amounts payable into the Expense Reserve Account;

(c) amounts payable into the First Period Reserve Account;

(d) all net amounts due and payable in connection with the Warehouse Arrangements; and

(e) any remaining amounts into the Unused Proceeds Account; and

(2) subject to the prior payment of all amounts in Condition 3(j)(xiv)(1) above, in transfer to the other Accounts as required in accordance with Condition 3(i) (*Accounts*) and the other provisions of this Condition 3(j) (*Payments to and from the 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.

(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 2.0 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.

(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.

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 Subscription 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 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 sub-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) 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;

(iv) 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);

(v) 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;

(vi) 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);

(vii) an assignment by way of security of all the Issuer's present and future rights under the Agency Agreement and the Subscription Agreement and all sums derived therefrom;

(viii) 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;

(ix) 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

(x) 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 paragraphs (i) to (x) (inclusive) above, all of the Issuer's rights in respect of the Irish Excluded Assets.

Pursuant to the Irish Security Agreement, the obligations of the Issuer under the Notes, the Trust Deed, the Irish Security Agreement, the Agency and Account Bank Agreement, the Collateral Management, the Retention Note Purchase Deed, the Subscription Agreement and the other Transaction Documents (together with the obligations owed by the Issuer to the other Secured Parties) are secured in favour of the Trustee for the benefit of the Secured Parties by:

(A) a first fixed charge over all present and future rights, title, benefit and interest of the Issuer in, to and in respect of each of the Accounts (other than any Counterparty Downgrade Collateral Accounts) and all moneys from time to time standing to the credit of such Accounts and the debts represented thereby and including, without limitation, any interest accrued and other moneys received in respect thereof;

(B) 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) of, all present and future rights of the Issuer in respect of any Counterparty Downgrade Collateral standing to the credit of any Counterparty Downgrade Collateral Account, including, without limitation, all moneys received in respect thereof, all dividends and distributions paid or payable thereon, all property paid, distributed, accruing or offered at any time on, to or in respect of or in substitution therefor and the proceeds of sale, repayment and redemption thereof and over any Counterparty Downgrade Collateral Accounts and all moneys from time to time standing to the credit of any Counterparty Downgrade Collateral Accounts and the debts represented thereby, subject, in each case, to the rights of any Hedge Counterparty to Counterparty Downgrade Collateral pursuant to the terms of the relevant Hedge Agreement, Condition 3(j)(v) (Counterparty Downgrade Collateral Accounts) and any prior ranking security interest granted by the Issuer to any Hedge Counterparty in relation thereto;

(C) a first fixed charge over all moneys held from time to time by the Principal Paying Agent for payment of principal, interest or other amounts on the Notes (if any); and

(D) a floating charge over rights, title, benefit and interest of the Issuer in, to and in respect of its property and assets, both present and future, to the extent that such property and

assets are not subject of, or otherwise effectively charged by way of, a fixed charge under the Irish Security Agreement.

The security described in this Condition 4(a) (*Security*) 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) to a Hedge Counterparty by way of a first fixed charge and a first priority security interest (where the applicable assets are securities) or an assignment by way of security (where the applicable rights are contractual), all present and future rights of the Issuer in respect of the relevant Counterparty Downgrade Collateral Account and any Counterparty Downgrade Collateral standing to the credit of 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 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 and the Irish Security Agreement provide 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 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 obligations, claims, debts and liabilities of the Issuer in respect of the Notes of each Class and its obligations, claims, 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 obligations, claims, 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 obligations, claims, 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 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 Initial Purchaser, the Sole Arranger, the Collateral Manager, the Retention Holder, the Collateral Administrator, the Corporate Services Provider 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 commercially 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 Payment Account and the Collection Account) in Eligible Investments;

(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; and

(iv) unless the Issuer has ceased to rely on Rule 3a-7 under the Investment Company Act, cause the Issuer to be exclusively engaged in: (A) purchasing, holding and selling "eligible assets" as defined in Rule 3a-7 under the Investment Company Act; and (B) activities related to or incidental to investment in such eligible assets.

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, gross negligence (construed in accordance with New York law) 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) Information Regarding the Collateral

The Issuer shall procure that a copy of each Monthly Report, each Transparency Report (if applicable), each Payment Date Report and the Effective Date Report is made available, within two Business Days of publication, to each Noteholder of each Class (upon request in writing therefor in the form set out in the Agency Agreement certifying that it is such a Noteholder) and that copies of each such Report are made available to the Trustee, the Collateral Manager, the Initial Purchaser, each Hedge Counterparty and each Rating Agency, within two Business Days of publication thereof.

With a view to compliance with the EU Disclosure Requirements, each Payment Date Report, each Monthly Report and, to the extent that the Collateral Administrator has agreed to provide such reporting services, each Transparency Report will also be made available via (A) a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator or SR Reporting Provider (as applicable) to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) prior to the Transparency Reporting Effective Date in respect of each Monthly Report and each Payment Date Report and at all other times in respect of the Transparency Report, a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

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 and the Irish Security Agreement;

(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 outside the UK and the U.S. and will not establish a branch, agency, permanent establishment (and in this regard no account shall be taken of the activities which the Collateral Manager carries out on behalf of the Issuer pursuant to the Collateral Management Agreement irrespective of whether such activities constitute a permanent establishment or not, and for this purpose "permanent establishment" shall be construed pursuant to Section 1141 of the Corporation Tax Act 2010) or place of business (save for the activities conducted by the Collateral Manager on its behalf) or register as a company in the UK or the U.S.;

(v) pay its debts generally as they fall due subject to and in accordance with the Priorities of Payment;

(vi) do all such things as are necessary to maintain its corporate existence, conduct its business in its own name, hold itself out as a separate legal entity and correct any known misunderstanding regarding its separate entity;

(vii) use its best endeavours to obtain and maintain the listing on the Global Exchange Market 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, such approval not to be unreasonably withheld) decide provided that such other stock exchange is a "recognised stock exchange" for the purposes of section 64 of the TCA and for the purposes of section 1005 of the Income Tax Act 2007;

(viii) supply such information to the Rating Agencies as they may reasonably request;

(ix) ensure that its "centre of main interests" (as that term is referred to in Article 3(1) of 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;

(xiv) be the designated reporting party under the EU Disclosure Requirements in respect of the Notes and make available the information required by the EU Disclosure Requirements to the persons and by the means specified therein (with the assistance of the Collateral Administrator (to the extent agreed with the Collateral Administrator following consultation with the Issuer and the Collateral Manager) and the Collateral Manager under the Collateral Management Agreement);

(xv) promptly notify the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Collateral Administrator, the Rating Agencies and the Noteholders upon becoming aware of the occurrence of any of the events specified in Article 7(1)(f) or (g) of the Securitisation Regulation and without delay ensure the dissemination of such information as required by the EU Disclosure Requirements; and

(xvi) 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:

(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) for so long as the Issuer relies on Rule 3a-7, except as expressly permitted by the Transaction Documents, engage in activities other than purchasing, holding and selling "eligible assets" (as defined in Rule 3a-7) (subject to the Trading Requirements) and activities related to or incidental to investment in such "eligible assets";

(iv) 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;

(v) amend any term or Condition of the Notes of any Class (save in accordance with these Conditions and the Trust Deed);

(vi) 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);

(vii) incur any indebtedness for borrowed money, other than in respect of:

(A) the Notes (including the issuance of additional Notes pursuant to Condition 17 (*Additional 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;

(viii) amend its Constitution (other than as required pursuant to a change in law);

(ix) 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;

(x) have any employees (for the avoidance of doubt the Directors of the Issuer do not constitute employees);

(xi) enter into any reconstruction, amalgamation, merger or consolidation;

(xii) 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;

(xiii) 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;

(xiv) 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;

(xv) 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;

(xvi) enter into any lease in respect of, or own, premises;

(xvii) comingle its assets with those of any other Person or entity; or

(xviii) 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).

(c) Additional covenants of the Issuer

For so long as any of the Notes remain Outstanding, the Issuer covenants to the Trustee on behalf of the holders of such Outstanding Notes that (to the extent applicable) it will not, unless and until the Issuer elects (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception under Section 3(c)(7) of the Investment Company Act of 1940, acquire or dispose of any item of Collateral or other "eligible asset" (as defined in Rule 3a-7 under the Investment Company Act) for the primary purpose of recognising gains or decreasing losses resulting from market value changes and will otherwise comply with the Trading Requirements.

6 INTEREST

(a) Payment Dates

(i) Rated Notes

The Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes each bear interest from (and including) the Issue Date and such interest will be payable: (A) in the case of interest accrued during the initial Accrual Period, for the period from (and including) the Issue Date to (but excluding) the Payment Date falling in 15 September 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

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 judgement) 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 the security over the Collateral remain available for distribution in accordance with the Priorities of Payment.

(c) Deferral of Interest

(i) Other than in the case where such Class is the Controlling Class and a Frequency Switch Event has occurred, 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 sub-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 (other than in the case where such Class is the Controlling Class and a Frequency Switch Event has occurred).

(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, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable will be added to the principal amount of the Class C Notes, the Class D Notes, 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 Class C Notes, the Class D Notes, the Class E Notes and/or the Class F Notes, as applicable.

(e) Interest on the Rated Notes

(i) Floating Rate of Interest

The rate of interest from time to time in respect of the Class A Notes (the "**Class A Floating Rate of Interest**"), in respect of the Class B Notes (the "**Class B Floating Rate of Interest**"), in respect of the Class C Notes (the "**Class C Floating Rate of Interest**"), in respect of the Class D Notes (the "**Class D Floating Rate of Interest**"), in respect of the Class E Notes (the "**Class E Floating Rate of Interest**") and in respect of the Class F Notes (the "**Class F Floating Rate of Interest**") (and each a "**Floating Rate of Interest**") will be determined by the Calculation Agent on the following basis:

(A) On each Interest Determination Date:

(1) in the case of the initial Accrual Period, the Calculation Agent will determine in respect of all Classes of the Rated Notes, a straight line interpolation of the offered rate for 6 and 12 month EURIBOR;

(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 the offered rate for 3 month EURIBOR; 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 EURIBOR,

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 Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (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 (3) above; and (iii) each three month Accrual Period, the rate referred to in paragraph (2), 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)(iii) (*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 rate to leading banks for Euro deposits in the Euro zone interbank market:

(1) in the case of the initial Accrual Period, for all Classes of the Rated Notes, a straight line interpolation for 6 and 12 month EURIBOR;

(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 three months; and

(3) in respect of each Interest Determination Date following the occurrence of a Frequency Switch Event, for a period of six months,

in each case, as at 11.00 am (London time) on the Interest Determination Date in question. The Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest for such Accrual Period shall be the aggregate of the Applicable Margin (if any) and the arithmetic mean, in each case, (rounded, if necessary, to the nearest one hundred thousandth of a percentage point (with 0.000005 being rounded upwards)) of, 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 (3) above; and (iii) each three month Accrual Period, the quotations referred to in paragraph (2) 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, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, respectively, for the next Accrual Period shall be the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest in each case in effect as at the immediately preceding Accrual Period; *provided that* in respect of any Accrual Period during which a Frequency Switch Event occurs, the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest, shall be calculated using the offered rate for 6 month EURIBOR using the rate available as at the previous Interest Determination Date.

(D) Where:

"**Applicable Margin**" means:

(1) in the case of the Class A Notes: 0.90 per cent. per annum;

(2) in the case of the Class B Notes: 1.55 per cent. per annum;

(3) in the case of the Class C Notes: 2.40 per cent. per annum;

(4) in the case of the Class D Notes: 3.60 per cent. per annum;

(5) in the case of the Class E Notes: 6.32 per cent. per annum; and

(6) in the case of the Class F Notes: 8.92 per cent. per annum,

notwithstanding paragraphs (A), (B) and (C) above, if, in relation to any Interest Determination Date, EURIBOR in respect of any Class of Rated Notes 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 Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest 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 Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest and calculate the interest amount payable in respect of original principal amounts of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, Class E Notes and the Class F 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 Notes shall be calculated by applying the Class A Floating Rate of Interest in the case of the Class A Notes, the Class B Floating Rate of Interest in the case of the Class B Notes, the Class C Floating Rate of Interest in the case of the Class C Notes, the Class D Floating Rate of Interest in the case of the Class D Notes, the Class E Floating Rate of Interest in the case of the Class E Notes, and the Class F Floating Rate of Interest in the case of the Class F Notes, respectively, to an amount equal to the Principal Amount Outstanding in respect of such Authorised Integral Amount, multiplying the product by the actual number of days in the Accrual Period concerned, divided by 360 and rounding the resultant figure to the nearest €0.01 (€0.005 being rounded upwards). If any Interest Amount calculation yields an amount which is less than zero, the Interest Amount shall be deemed to be zero.

(iii) Reference Banks and Calculation Agent

The Issuer will procure that, so long as any Class A Note, Class B Note, Class C Note, Class D Note, Class E Note or Class F Note remains Outstanding:

(A) a Calculation Agent shall be appointed and maintained for the purposes of determining the interest rate and interest amount payable in respect of the Notes; and

(B) in the event that the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest are to be calculated by Reference Banks pursuant to paragraph (B) of Condition 6(e)(i) (*Floating Rate of Interest*), that the number of Reference Banks required pursuant to such paragraph (B) are appointed.

If the Calculation Agent is unable or unwilling to continue to act as the Calculation Agent for the purpose of calculating interest hereunder or fails duly to establish any Floating Rate of Interest for any Accrual Period, or to calculate the Interest Amount on any Class of Rated Notes, the Issuer shall (with the prior approval of the Trustee)

appoint some other leading bank to act as such in its place. The Calculation Agent may not resign its duties without a successor having been so appointed.

(f) Proceeds in respect of Subordinated Notes

Solely in respect of Subordinated Notes, the Calculation Agent will on each Determination Date calculate the proceeds payable to the extent of available funds in respect of an original principal amount of Subordinated Notes equal to the Authorised Integral Amount applicable thereto for the relevant Accrual Period. The 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.

(g) Publication of Rates of Interest, Interest Amounts and Deferred Interest

The Calculation Agent will (at the cost of the Issuer) cause the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest and the Class F Floating Rate of Interest and 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 Note, Class D Note, Class E Note or Class F Note for each Accrual Period and Payment Date and the Principal Amount Outstanding of each Class of Notes as of the applicable Payment Date to be notified to the Registrar, the Principal Paying Agent, the Transfer Agent, the Trustee and the Collateral Manager, 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) Determination or Calculation by Trustee

If the Calculation Agent does not at any time for any reason so calculate the Class A Floating Rate of Interest, the Class B Floating Rate of Interest, the Class C Floating Rate of Interest, the Class D Floating Rate of Interest, the Class E Floating Rate of Interest or the Class F Floating Rate of Interest for an Accrual Period, the Trustee (or a person appointed by it for the purpose) may do so and such determination or calculation shall be deemed to have been made by the Calculation Agent and shall be binding on the Noteholders. In doing so, the Trustee, or such person appointed by it, shall apply the foregoing provisions of this Condition 6 (*Interest*), with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances and in reliance on such persons as it has appointed for such purpose. The Trustee shall have no liability to any person in connection with any determination or calculation (including with regard to the timelines thereof) it is required to make pursuant to this Condition 6(h) (*Determination or Calculation by Trustee*).

(i) Notifications, etc. to be Final

All notifications, opinions, determinations, certificates, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6 (*Interest*), whether by the Reference Banks (or any of them), the Calculation Agent or the Trustee, will (in the absence of manifest error) be binding on the Issuer, the Reference Banks, the Calculation Agent, the Trustee, the Registrar, the Principal Paying Agent, the Transfer Agent and all Noteholders and (in the absence of the fraud, negligence or wilful misconduct in respect of the Reference Banks, Calculation Agent or the Trustee (as applicable) no liability to the Issuer or the Noteholders of any Class shall attach to the Reference Banks, the Calculation Agent or the Trustee in connection with the exercise or non-exercise by them of their powers, duties and discretions under this Condition 6(i) (*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

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*), Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) and Condition 7(b)(vi) (*Optional Redemption 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 the Subordinated Noteholders acting by Ordinary Resolution (as evidenced by duly completed Redemption Notices); or

(B) upon the occurrence of a Collateral Tax Event, on any Business Day falling after such occurrence at the direction of the Subordinated Noteholders acting by 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 (in accordance with Condition 7(b)(v) (*Optional Redemption effected in whole or in part through Refinancing*) below) 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); or (y) at the written direction of the Collateral Manager subject to the consent of the Subordinated Noteholders acting by way of Ordinary Resolution (save that, the Subordinated Noteholders shall be deemed to have consented to such direction where the Subordinated Noteholders acting by way of Ordinary Resolution fail to object to such

direction within 5 calendar days of the Issuer delivering notice of such direction to the Subordinated Noteholders in accordance with Condition 16 (*Notices*)). No such Optional Redemption may occur unless any Class of Rated Notes to be redeemed represents the entire Class of such Rated Notes.

(iii) Optional Redemption in Whole – Collateral Manager

Subject to the provisions of Condition 7(b)(iv) (*Terms and Conditions of an Optional Redemption*) and Condition 7(b)(vi) (*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 20.0 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 100.0 per cent. of the aggregate Principal Amount Outstanding of any Class of Rated Notes to elect to receive less than 100.0 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 100.0 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 15 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)(vii) (*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 to Condition 7(b)(i) (*Optional Redemption in Whole – Subordinated Noteholders*) or Condition 7(b)(ii) (*Optional Redemption in Part – Subordinated Noteholders or Collateral Manager*) and the prior written consent of the Collateral Manager, the Issuer may:

(1) 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

(2) in the case of a redemption in part of the entire Class of a Class of Rated Notes, issue replacement notes (each, a "**Refinancing Obligation**"),

whose terms in each case will be negotiated by the Collateral Manager on behalf of the Issuer (any such refinancing, a "**Refinancing**"). 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*). 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*).

(A) 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*) as described above, such Refinancing will be effective only if:

(1) the Issuer provides prior written notice thereof to the Rating Agencies;

(2) all Principal Proceeds, Refinancing Proceeds and Sale Proceeds, if any, from the sale of Collateral Debt Obligations, Eligible Investments and Exchanged Securities and all other available funds will be at least sufficient to pay any Refinancing Costs, (including, for the avoidance of doubt, 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 100.0 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).

(B) 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 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 the Rating Agencies;

(2) the Refinancing Obligations are in the form of notes;

(3) any redemption of a Class of Notes is a redemption of the entire Class which is subject to the redemption;

(4) subject to paragraph (5) below, the sum of: (A) the Refinancing Proceeds; and (B) the Partial Redemption Interest Proceeds will be at least sufficient to pay in full:

(a) the aggregate Redemption Prices of the entire Class or Classes of Rated Notes subject to the Optional Redemption; plus

(b) all accrued and unpaid Trustee Fees and Expenses and Administrative Expenses in connection with such Refinancing;

(5) if the Partial Redemption Date is not otherwise a Payment Date, the Collateral Manager reasonably determines that Interest Proceeds will be available on the next following Payment Date in an amount at least equal to the sum of:

(a) the amount that will be required for distribution under the Interest Proceeds Priority of Payments for the payment of all Trustee Fees and Expenses and Administrative Expenses on the next following Payment Date (for the avoidance of doubt, after taking into account any reduction in the Senior Expenses Cap on such Payment Date in connection with the application of Partial Redemption Interest Proceeds on the applicable Redemption Date in accordance with the definition of Senior Expenses Cap); and

(b) the amount required for distribution under the Interest Proceeds Priority of Payments as accrued and unpaid interest on the Rated Notes;

(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 of Notes being redeemed with the Refinancing Proceeds and Partial Redemption Interest Proceeds;

(9) the maturity date of each class of Refinancing Obligation is the same as the Maturity Date of the Class or Classes of Notes being redeemed

with the Refinancing Proceeds and Partial Redemption Interest Proceeds;

(10) 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;

(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 of Rated Notes being redeemed;

(12) the voting rights, consent rights, redemption rights and all other rights of the Refinancing Obligations (other than any modification to remove the right of the Subordinated Noteholders or any other person to direct the Issuer to redeem by refinancing the Refinancing Obligations) are the same as the rights of the corresponding Class of Rated Notes being redeemed;

(13) all Refinancing Proceeds and Partial Redemption Interest Proceeds are received by (or on behalf of) the Issuer on or prior to the applicable Redemption Date; and

(14) unless and until the Issuer elects (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act, the Issuer will continue to comply with the requirements set out in the Transaction Documents which are intended to allow the Issuer to rely on the exception contained in Rule 3a-7 under the Investment Company Act,

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).

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.

(C) Consequential Amendments

Following a Refinancing, the Trustee shall agree to the modification of the Trust Deed and the other Transaction Documents (subject always to the requirements of Condition 14(c) (*Modification and Waiver*) in relation to each Hedge Counterparty) to the extent that either (a) the Issuer certifies (upon which certificate the Trustee shall be entitled to rely absolutely and without further enquiry or liability) that any such modification is necessary to reflect the terms of the Refinancing (including, any modification, in the discretion of the Collateral Manager, to remove the right of the Subordinated Noteholders

or any other party to direct the Issuer to redeem by refinancing the Class(es) of Notes subject to a Refinancing) and/or (b) other than such amendments which are necessary pursuant to (a) above, and in the case of a Refinancing in relation to the redemption of the Rated Notes in whole but not in part, the Subordinated Noteholders, acting by Ordinary Resolution, have approved the amendments (if consent is required pursuant to the Conditions), in each case, subject as provided below. No further consent for such amendments shall be required from the holders of the Notes.

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).

(D) Reset Amendments

Trustee shall agree to the modification of the Trust Deed and the other Transaction Documents to reflect a Reset Amendment, subject to the consent of the Subordinated Noteholders, acting by Ordinary Resolution (to the extent that consent is otherwise required pursuant to Condition 14(c) (*Modification and Waiver*)). No further consent for such amendments shall be required from the Noteholders.

(vi) 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; (ii) a direction in writing from the requisite percentage of the Controlling Class; or (iii) a direction in writing from the Collateral Manager, 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 calendar 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) prior to selling any Collateral Debt Obligations and/or Eligible Investments, the Collateral Manager confirms in writing to the Trustee that, in its judgement, the aggregate sum of (i) expected proceeds from the sale or maturing of Eligible Investments, (ii) for each Collateral Debt Obligation, the product of its Principal Balance and its Market Value and (iii) (without duplication) amounts standing to the credit of the Accounts which would be applied in accordance with the Post-Acceleration Priority of Payments on the scheduled Redemption Date if the Notes fell due for redemption in full, shall meet or exceed the Redemption Threshold Amount; and

(B) no later than the Business Day prior to the scheduled Redemption Date, the Issuer (or the Collateral Manager on its behalf) certifies to the Trustee (upon which certification the Trustee shall be entitled to rely without enquiry or liability) that the Issuer has or will have received, on or before the scheduled Redemption Date, the proceeds of disposition of all or part of the Portfolio at least sufficient, together with the Eligible Investments maturing, redeemable or putable to the issuer thereof at par on or prior to the scheduled Redemption Date and (without duplication) amounts standing to the credit of the Accounts which would be applied in accordance with the Post-Acceleration Priority of Payments if the Notes fell due for redemption in full, to meet the Redemption Threshold Amount, *provided that*, if the Issuer has received funds from a purchaser of one or more Collateral Debt Obligations (in whole or in part), but such Collateral Debt Obligations have not yet been disposed of by transfer of legal title, such funds will be included within the calculation of whether the Redemption Threshold Amount has been met.

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 or realisation.

Any confirmation delivered by the Collateral Manager pursuant to this Condition 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)(vi) (*Optional Redemption effected through Liquidation only*).

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)(vi) (*Optional Redemption effected through Liquidation only*).

If either of the conditions in paragraphs (A) and (B) above are not satisfied, the Issuer shall cancel the redemption of the Notes and shall give notice of such cancellation or procure the giving of such notice to the Trustee, the Collateral Manager and the Noteholders in accordance with Condition 16 (*Notices*).

(vii) 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 15 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 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 efforts 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 of Rated Notes (other than a redemption in whole of all Classes of Rated Notes) shall be paid to the holders of such of Notes.

(viii) Optional Redemption of Subordinated Notes

Subject to the provisions of Condition 7(b)(vi) (*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 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 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 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 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 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 further enquiry and without liability) that using commercially 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 commercially 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 3 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, 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 the Expiry of the Reinvestment Period

Following the 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 further 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 Extraordinary 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 FATC*A) or Condition 2(j) (*Forced Transfer pursuant to ERISA*) or unless each of the following conditions is satisfied:

(A) such purchase of Rated Notes shall occur in the following sequential order of priority: *first*, the Class A Notes, until the Class A Notes are purchased or redeemed in full and cancelled; second, the Class B Notes until, the Class B 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;

(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*).

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 (unless the Notes represented thereby do not bear interest) or principal is made in respect of the relevant Global Certificate, the Registrar shall note the same in the Register and cause the aggregate principal amount of the Notes represented by a Global Certificate to be decreased accordingly.

(b) Payments

All payments are subject in all cases to: (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:

(i) a Principal Paying Agent as approved in writing by the Trustee; provided always that, so long as the Notes of any Class may be held in the form of Definitive Certificates such additional or successor paying agent is not in Ireland for the purposes of Chapter 2 of Part 4 of the Taxes Consolidation Act, 1997 of Ireland (as amended); and

(ii) 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 further enquiry and without liability) that it has or will on the occasion of the next payment due in respect of the Notes of any Class become obliged 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 cure 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 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 the Class A Notes or Class B Notes 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: (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 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 Obligation*) 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, 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 Prices.

(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 Condition 10(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 Condition 10(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 (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; and

(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 Condition 10(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 and the Irish Security Agreement 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 the security over the Collateral in accordance with the Trust Deed and the Irish Security Agreement (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) 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 sub-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 or, in the case of Condition 11(b)(i)(B)(2) (*Enforcement*), each Class of Rated Notes as applicable, acting by Ordinary Resolution (or, in the case of Condition 11(b)(i)(B)(1) (*Enforcement*) above, the Controlling Class acting by way of Extraordinary Resolution) and, in each case, the Trustee is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith. Following redemption and payment in full of the Class A Notes, the Class B Notes, the Class C Notes, the Class D Notes, the Class E Notes and the Class F Notes, the Trustee shall (provided it is indemnified and/or secured and/or prefunded to its satisfaction against all liabilities, proceedings, claims and demands to which it may thereby become liable and all costs, charges and expenses which may be incurred by it in connection therewith) act upon the directions of the Subordinated Noteholders acting by 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 using its commercially reasonable efforts (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 a payment made by the Issuer pursuant to the Post-Acceleration Priority of Payments); 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* basis of the Interest Amounts due and payable on the Class A Notes;

(G) to the redemption on a *pro rata* basis of the Class A Notes, until the Class A Notes have been redeemed in full;

(H) to the payment on a *pro rata* basis of the Interest Amounts due and payable on the Class B Notes;

(I) to the redemption on a *pro rata* basis of the Class B Notes, until the Class B 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*, to the Collateral Manager of the Subordinated Collateral Management Fee due and payable on such Payment Date and any VAT in respect thereof (whether payable to the Collateral Manager or directly on the relevant taxing authority) save for any Deferred Senior Collateral Management Amounts which shall not be paid pursuant to this paragraph;

(2) *secondly*, to the Collateral Manager of any previously due and unpaid Subordinated Collateral Management Fee (other than Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts) and any VAT in respect thereof (whether payable to the Collateral Manager or directly to the relevant taxing authority);

(3) *thirdly*, to the Collateral Manager in payment of any Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management Amounts and to the relevant tax authority any VAT in respect thereof payable directly thereto; 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 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 Subordinated Noteholders and any distributions to be made to 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 (including pursuant to paragraph (Z)(1) above) the Incentive Collateral Management Fee IRR Threshold has been reached (on or prior to such Payment Date):

(a) *firstly*, 20.0 per cent. of any remaining Interest Proceeds and Principal Proceeds, to the payment to the Collateral Manager as an Incentive Collateral Management Fee 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 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.

Where the payment of any amount in accordance with the Post-Acceleration Priority of Payments 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 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 and 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 or the Irish Security Agreement, 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 or the Irish Security Agreement.

(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, the Irish Security Agreement 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 is 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 the requirements of Euronext Dublin, 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 10.0 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 the Rating Agencies 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.

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 66⅔ per cent. of the aggregate Principal Amount Outstanding of the Notes (or the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25.0 per cent. of the aggregate Principal Amount 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 50.0 per cent. of the aggregate Principal Amount Outstanding (or the relevant Class or Classes only, if applicable)	One or more persons holding or representing not less than 25.0 per cent. of the aggregate Principal Amount Outstanding (or the relevant Class or Classes only if applicable)

The Trust Deed does not contain any provision for higher quorums in any circumstances.

(iii) Minimum Voting Rights

Set out in the table "*Minimum Percentage Voting Requirements*" below are the minimum percentages required to pass the Resolutions specified in such table which: (A) in the event that such Resolution is being considered at a duly convened meeting of Noteholders, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding 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 or Electronic Resolution, shall be determined by reference to the percentage which the aggregate Principal Amount Outstanding entitled to be voted in respect of such Written Resolution or Electronic 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 or Electronic 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 66⅔ per cent.
Ordinary Resolution of all Noteholders (or of a certain Class or Classes only)	More than 50.0 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) Electronic Resolutions

The Trust Deed provides that any Extraordinary Resolution or Ordinary Resolution may be passed by way of consent given by way of electronic consents through the relevant clearing system(s) (in a form satisfactory to the Trustee) by or on behalf of the relevant number of required Noteholders for such Extraordinary Resolution or Ordinary Resolution (as applicable).

(vi) 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 or regardless of whether or not a Noteholder voted on a Resolution passed by way of Written Resolution or Electronic Resolution (as applicable)).

(vii) 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 (except (i) any modification made pursuant to Condition 7(b)(v)(C)) (*Consequential Amendments*), (ii) a Resolution of the Subordinated Noteholders in order to sanction a Reset Amendment, in which case such Reset Amendment will be required to be passed by Ordinary Resolution of the Subordinated Noteholders only, (iii) any modification made pursuant to Condition 14(c)(xxxii) (*Modification and Waiver*) where such change is to a base rate other than an Alternative Base Rate, in which case such modification will be required to be approved as set out therein only, (iv) any modification or waiver made pursuant to Condition 14(c)(xviii) (*Modification and Waiver*) and (v) any modification or waiver made in order to create and issue an Additional Class pursuant to Condition 17(c) (*Additional Issuances*)) and shall additionally require the consent of the Collateral Manager (in each case, subject to anything else specified in the Trust Deed, the Collateral Management Agreement or the relevant Transaction Document, as applicable):

(A) the Redemption Price in respect of such Class of Rated Notes being less than 100.0 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 schedule 5 (*Provisions for Meetings of the Noteholders of each Class*) of the Trust Deed or this Condition 14(b) (*Decisions and Meetings of Noteholders*);

(C) any modification of any Transaction Document having a material adverse effect on the security over the Collateral constituted by the Trust Deed;

(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) (other than, for the avoidance of doubt, in the case of a Refinancing in relation to the redemption of the Rated Notes in whole);

(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 (other than, for the avoidance of doubt, in the case of a Refinancing in relation to the redemption of the Rated Notes in whole);

(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 change in the Priorities of Payment or of any payment items in the Priorities of Payment; and

(J) any item requiring approval by Extraordinary Resolution pursuant to these Conditions or any Transaction Document (other than in the case of a Refinancing in relation to the redemption of the Rated Notes in whole).

(viii) 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)(vii) (*Extraordinary Resolution*) above.

(ix) 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 or Electronic Resolution of the holders of that relevant Class.

(c) Modification and Waiver

The Trust Deed and the Collateral Management Agreement both provide that, without the consent of the Noteholders (other than as set out 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 and in reliance on a certificate of the Issuer, 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 Condition 14(b)(vii) (*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 and the Irish Security Agreement (including, without limitation, any and all actions necessary or desirable as a result of changes in law or regulations) or to subject to the security of the Trust Deed and the Irish Security Agreement any additional property;

(iv) to modify the provisions of the Trust Deed 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 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 outside of Ireland for Tax purposes, otherwise subject to tax on net income, profits or gains outside of Ireland, subject to VAT (in Ireland or elsewhere) in respect of any Collateral Management Fees or being subject to (or its representatives being subject to) or to otherwise reduce any diverted profits tax or similar tax (in the UK or elsewhere);

(x) to take any action advisable to prevent the Issuer from being treated as engaged in a U.S. 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 and, in the case of a modification to the Collateral Management Agreement, subject to the consent in writing of the Collateral Manager;

(xiii) subject to: (A) Conditions 14(c)(xvii), 14(c)(xix) and 14(c)(xxv) (*Modification and Waiver*) 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 way of Ordinary Resolution, to make any modifications to the Collateral Quality Tests, 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 and, in the case of a modification to the Collateral Management Agreement, subject to the consent in writing of the Collateral Manager;

(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, CRS or any other similar regime for reporting and exchanging tax information;

(xvii) subject to: (A) Condition 14(c)(xix) (*Modification and Waiver*) below and notwithstanding Condition 14(c)(xiii) (*Modification and Waiver*) above; and (B) receipt of Rating Agency Confirmation from Fitch or S&P, as applicable, to modify or amend any components of the Fitch Test Matrices or the S&P coefficients C0, C1 or C2 in the definition of "S&P CDO BDR";

(xviii) to make any changes necessary to (x) permit or reflect any additional issuances in accordance with Condition 17 (*Additional Issuances*), including any modification or waiver made in order to create and issue an Additional Class pursuant to Condition 17(c) (*Additional Issuances*), (y) to issue any 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*) and 7(b)(v)(C) (*Consequential Amendments*);

(xix) (A) notwithstanding Conditions 14(c)(xiii) and 14(c)(xviii) (*Modification and Waiver*) 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; or (B) to conform the Transaction Documents to the Offering Circular;

(xx) to modify the Transaction Documents in order to comply with Rule 17g-5 or Rules 17g-10 of the Exchange Act;

(xxi) 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 EMIR, the CRA Regulation, the AIFMD and/or the Dodd-Frank Act, CRA3, and/or CFTC (and any implementing and/or delegated regulation, technical standards or guidance relating thereto);

(xxii) to make any other modification of any of the provisions of the Trust Deed, the Collateral Management Agreement or any other Transaction Document to: (A) comply with the Securitisation Regulation, including the EU Retention Requirements and the EU Disclosure Requirements (whether as a result of a change or otherwise) or which result from the implementation of technical standards relating thereto or any subsequent risk retention or disclosure legislation or official guidance or corresponding EU Retention Requirements or the EU Disclosure Requirements under the Securitisation Regulation, or (B) comply with the U.S. Risk Retention Rules (if applicable);

(xxiii) 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;

(xxiv) subject to Rating Agency Confirmation (other than to the extent otherwise permitted pursuant to Condition 14(c)(xxi) (*Modification and Waiver*) 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;

(xxv) notwithstanding Condition 14(c)(xiii) (*Modification and Waiver*) above, to modify the terms of the Transaction Documents in order that they may be consistent with the requirements of the Rating Agencies, including to address any change in the rating methodology employed by either Rating Agency, 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 downgrade 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);

(xxvi) 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 or to enable the Issuer to rely on the exception provided in Rule 3a-7 thereunder;

(xxvii) 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;

(xxviii) 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;

(xxix) to change the date within the month on which Reports are required to be delivered;

(xxx) notwithstanding any other provision of this Condition 14(c) (*Modification and Waiver*), if S&P, Fitch or Moody's (as applicable) publicly announce a change in the S&P Recovery Rates, Fitch Recovery Rates, Moody's recovery rates or Fitch 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;

(xxxi) to make any other modifications to the Transaction Documents to enable the Issuer to comply with any FTT that it is or becomes subject to, provided that any such modification would not, in the opinion of the Issuer (acting reasonably), be materially prejudicial to the interests of the Noteholders of any Class; and

(xxxii) to enter into one or more supplemental trust deeds or make any other modification, authorisation or waiver of the provisions of the Transaction Documents upon terms satisfactory to the Collateral Manager (save in respect of any such modification, authorisation or waiver to the provisions of a Hedge Agreement, which shall be made only in accordance with the terms as are set out therein) to:

(A) change the reference rate (including any modifier thereto) in respect of the Rated Notes from EURIBOR to an Alternative Base Rate or a base rate other than an Alternative Base Rate (together with a Reference Rate Modifier and any other changes required in connection with the selection of such 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 or a base rate other than an 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;

(D) in the case of a Hedge Agreement, amend, in accordance with its terms the reference rate applicable to any Hedge Transaction thereunder and make any other consequential changes permitted by such agreement (including, without limitation, to allow for the operation of any fallbacks contained in such Hedge Agreement relating to the discontinuance, cessation, disruption or change in

methodology of such rate and, accordingly, make any adjustment payment or spread adjustment); or

(E) 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) such amendments, modifications, waivers or authorisations are being undertaken due to the occurrence of one of the following, determined by the Collateral Manager in its sole discretion (save in the case of any amendment, modification, waiver or authorisation made under (D) above which shall be determined in accordance with the terms of the relevant Hedge Agreement):

(aa) a material disruption to LIBOR, EURIBOR or another applicable or related index or benchmark;

(bb) a change in the methodology of calculating LIBOR, EURIBOR or another applicable or related index or benchmark;

(cc) LIBOR, EURIBOR or another applicable or related index or benchmark ceasing to exist;

(dd) an event occurring in respect of the relevant index or benchmark as a result of which the parties will no longer be permitted under any applicable law or regulation to use such index or benchmark to perform an obligation under the relevant Transaction Document (or the reasonable expectation of the Collateral Manager (or any Hedge Counterparty for amendments in respect of sub-paragraph (D) above only) that any of the events specified in paragraphs (aa), (bb), (cc) above or this paragraph (dd) will occur); or

(ee) at least 50.0 per cent. (by par amount) of (x) the quarterly pay Floating Rate Collateral Debt Obligations issued in the preceding one month relying on reference or base rates other than LIBOR or EURIBOR, (y) the quarterly paying Floating Rate Collateral Debt Obligations included in the Portfolio rely on reference or base rates other than LIBOR or EURIOR, or (z) floating rate notes issued in the preceding three months in the Euro-denominated CLO transactions rely on a reference rate other than EURIBOR,

(each event in (aa) to (ee) above, a "**Base Rate Event**");

(2) any such amendment, modification, authorisation or waiver does not affect the applicability of any floor in respect of the relevant reference rate in respect of any Class of Notes (including, without limitation, the zero floor described in Condition 6(e)(i) (*Floating Rate of Interest*));

(3) the Noteholders are notified of any such amendment, modification, authorisation or waiver (other than in respect of any amendment, modification, waiver or authorisation made under (D) above to a Hedge Agreement) at least 30 days prior to a Payment Date, as determined by the Collateral Manager, from which an Alternative

Base Rate or a base rate other than an Alternative Base Rate shall apply;

(4) with respect to any amendment, modification, waiver or authorisation (other than in respect of any amendment, modification, waiver or authorisation made under (D) above in respect of any Hedge Agreement) made to effect a change to a base rate other than an Alternative Base Rate, the consent of the Controlling Class and the Subordinated Noteholders (in each case, acting by way of Ordinary Resolution) is obtained, *provided that* if the Issuer requests such consent from the Controlling Class and the Subordinated Noteholders, any Noteholder of each such Class who does not object to such request within 15 Business Days shall be deemed to have consented to the change to a base rate other than an Alternative Base Rate (together with a Reference Rate Modifier and any other changes required in connection with such selection of such base rate); and

(5) In making any determinations or proposal, or exercising discretion pursuant to this Condition 14(c)(xxxii) (*Modification and Wavier*), the Collateral Manager's judgement shall not be called into question, including as a result of subsequent events, and no liability shall attach to the Collateral Manager in connection therewith unless its actions constitute a Collateral Manager Breach;

Any such modification, authorisation or waiver shall be binding upon 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*).

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 written consent of each Hedge Counterparty if such change would have a material adverse effect on the rights or obligations of such Hedge Counterparty, provided that no Hedge Counterparty consent will be required for modifications or waivers explicitly excluded from the requirement for Hedge Counterparty consent pursuant to the terms of the relevant Hedge Agreement.

To the extent required pursuant to a Hedge Agreement, the Issuer (or an agent acting on behalf of the Issuer) shall notify each Hedge Counterparty of any proposed amendment to any provisions of the Transaction Documents and, with the exception of modifications and waivers explicitly excluded from the requirement for Hedge Counterparty consent pursuant to the terms of the relevant Hedge Agreement, seek the 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, provided that no Hedge Counterparty consent will be required for modifications and waivers explicitly excluded from the requirement for Hedge Counterparty consent pursuant 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 (provided that, if no Hedge Transaction is outstanding with the relevant Hedge Counterparty, without prejudice to the Issuer's obligations to notify the relevant Hedge Counterparty of any such proposed amendment, the Issuer may proceed to make any such proposed amendment regardless of any provisions requiring consent of the Hedge Counterparty to amendments under the relevant Hedge Agreement). 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 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 (other than a modification, waiver or supplement pursuant to paragraphs (xi), (xii) and (xiv) 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 further 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 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, the Trustee shall be entitled to obtain, at the expense of the Issuer, and rely on such advice in connection with giving such consent as it sees fit.

The right of the Collateral Manager in the Collateral Management Agreement to choose which case is applicable for the purposes of the Fitch Minimum Weighted Average Recovery Rate Test, the Fitch Maximum Weighted Average Rating Factor Test and the Fitch Minimum Weighted Average Spread Test, in each case by reference to the Fitch Test Matrices, will not constitute a modification or an amendment of a component to the Fitch Test Matrices for the purposes of Condition 14(c)(xvii) (*Modification and Waiver*).

(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 be materially prejudicial to the interests of the Noteholders of any Class. In the case of such a substitution the Trustee may agree, without the consent of the Noteholders, but subject to receipt of Rating Agency Confirmation (subject to receipt of such information and/or opinions as the Rating 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 reasonably require in order that such change in the place of residence of the Issuer for taxation purposes is fully effective and complies with such other requirements which are in the interests of the Noteholders as it may reasonably direct.

The Issuer shall procure that, so long as the Notes are listed on the Global Exchange Market any material amendments or modifications to the Conditions, 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 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 A Noteholders over the Class B Noteholders, the 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 Outstanding 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 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 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: (i) in the case of inland mail three calendar days after the date of dispatch thereof; (ii) in the case of overseas mail, seven calendar days after the dispatch thereof or; (iii) 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 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 Subordinated Noteholders acting by Ordinary Resolution in respect of any additional issuance of the Rated Notes, create and issue additional Notes of each Class, 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**") 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 100.0 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 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);

(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 and Rating Agency Confirmation from both Fitch and S&P must be obtained;

(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) 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 (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 U.S. experienced in such matters to the effect that: (A) such additional issuance will not cause the opinion delivered on the Issue Date by Weil, Gotshal & Manges LLP with respect to the characterisation of the 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 (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 International Securities Identification Number (or equivalent identifier);

(xii) an officer's certificate of the Issuer is delivered to the Trustee stating that the foregoing paragraphs (i) to (xi) (inclusive) have been satisfied;

(xiii) 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 5.0 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";

(xiv) 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 U.S. Risk Retention Rules (to the extent that compliance is required pursuant to applicable law) or the EU Retention Requirements;

(xv) so long as the Issuer has not elected (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception from the Investment Company Act contained in Section 3(c)(7) of the Investment Company Act by providing written notice thereof to the Trustee, an opinion of counsel 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 and that the Issuer will continue to comply with the requirements set out in the Transaction Documents which are intended to allow the Issuer to rely on the exception contained in Rule 3a-7 under the Investment Company Act after such additional issuance(s);

(b) The Issuer may from time to time create and issue additional Subordinated Notes (without issuing Notes of any other Class) having the same terms and conditions as existing Subordinated Notes (subject as provided below) for the purposes of complying with the U.S. Risk Retention Rules, if compliance is or becomes required pursuant to applicable law, or subject to the approval of the 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 Subordinated Notes, provided that:

(i) the subordination terms of such Subordinated Notes are identical to the terms of the previously issued Subordinated Notes;

(ii) the terms (other than the date of issuance, the issue price and the date from which interest will accrue) of such Subordinated Notes must be identical to the terms of the previously issued Subordinated Notes;

(iii) such additional 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 Subordinated Notes shall have been notified in writing 30 calendar days prior to such issuance and shall have been afforded the opportunity to purchase additional Subordinated Notes in an amount not to exceed the Anti-Dilution Percentage of such additional Subordinated Notes and on the same terms offered to investors generally;

(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) 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;

(viii) (so long as the existing Subordinated Notes are listed on the Global Exchange Market) the additional Subordinated Notes to be issued are in accordance with the requirements of Euronext Dublin and are listed on the Global Exchange Market (for so long as the rules of Euronext Dublin so requires);

(ix) 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 U.S. Risk Retention Rules (to the extent that compliance is required pursuant to applicable law) or the EU Retention Requirements; and

(x) 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) The Issuer may also at any time, subject to the approval of the Subordinated Noteholders acting by Ordinary Resolution, create and issue a new class of additional notes (an "**Additional Class**") which shall rank below the Class F Notes but above the Subordinated Notes in respect of the Note Payment Sequence, provided that the following conditions are met:

(i) the proceeds of any Additional Class (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 applied as otherwise permitted under the Trust Deed;

(ii) 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;

(iii) the additional notes of the Additional Class are issued in accordance with the requirements of Euronext Dublin and are listed on the Global Exchange Market (for so long as the rules of Euronext Dublin so requires);

(iv) 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;

(v) 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;

(vi) any Additional Class that are not fungible for U.S. federal income tax purposes with existing Notes shall have a different International Securities Identification Number (or equivalent identifier);

(vii) an officer's certificate of the Issuer is delivered to the Trustee stating that the foregoing paragraphs (i) to (vi) (inclusive) have been satisfied;

(viii) the Issuer must notify the Rating Agencies then rating any Notes of such additional issuance;

(ix) 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 5.0 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";

(x) a good faith determination by the Retention Holder that such issuance of the Additional Class will not cause the Retention Holder to fail to be in compliance with the U.S. Risk Retention Rules (to the extent that compliance is required pursuant to applicable law) or the EU Retention Requirements; and

(xi) so long as the Issuer has not elected (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception from the Investment Company Act contained in Section 3(c)(7) of the Investment Company Act by providing written notice thereof to the Trustee, an opinion of counsel 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 and that the Issuer will continue to comply with the requirements set out in the Transaction Documents which are intended to allow the Issuer to rely on the exception contained in Rule 3a-7 under the Investment Company Act after such additional issuance(s).

(d) References in these Conditions to the "Notes" include (unless the context requires otherwise) any notes issued as Additional Classes and 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, the Irish Security Agreement and each Deed of Charge and any non-contractual obligations arising out of or in connection with The Corporate Services Agreement, the Irish Security Agreement and each Deed of Charge are 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 against the Issuer in any other court of competent jurisdiction nor shall the taking of Proceedings against the Issuer in one or more jurisdictions preclude the taking of Proceedings against the Issuer 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 20 Farringdon St 8th Floor, London, EC4A 4AB, England) 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 €400,055,000. 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

The following is a description of the Global Certificates and the Definitive Certificates which does not purport to be complete and is qualified by reference to the detailed provisions of such Global Certificates and the Definitive Certificates.

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) from the transferee to the effect that, among other things, the transferee is a QIB/QP and that such transaction is in accordance with any applicable securities laws of any state of the U.S. 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 transferee to the effect that, among other things, 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.

An initial purchaser or 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 an initial purchaser or transferee is unable to make such deemed representation, such initial purchaser or transferee (as applicable) 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 in or substantially in the form set out in the Trust Deed 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 initial purchaser or transferee (as applicable) 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 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 (in or substantially in the form set out in the Trust Deed); 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 25.0 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 or the Principal Paying Agent (as applicable) 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, the Principal Paying Agent and any Transfer Agent is located.

Delivery

In such circumstances, the relevant Global Certificate shall be exchanged in full for Definitive Certificates and the Issuer will, at the cost of the Issuer (but against such indemnity as the Registrar, the Principal Paying Agent or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the Registrar or the Principal Paying Agent (as applicable) for completion, authentication and dispatch to the relevant Noteholders. A person having an interest in a Global Certificate must provide the Registrar or the

Principal Paying Agent (as applicable) with: (a) a written order containing instructions and such other information as the Issuer and the Registrar or the Principal Paying Agent (as applicable) 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, the Principal Paying Agent 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 (in or substantially in the form set out in the Trust Deed). 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 or the Principal Paying Agent (as applicable) 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 Initial Purchaser, the Sole Arranger, or any Agent party to the Agency Agreement (or any Affiliate of any of the above, or any person by whom any of the above is controlled for the purposes of the Securities Act), will have any responsibility for the performance by the Clearing Systems or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations or for the sufficiency for any purpose of the arrangements described below.

Euroclear and Clearstream, Luxembourg

Custodial and depositary links have been established between Euroclear and Clearstream, Luxembourg to facilitate the initial issue of the Notes and cross-market transfers of the Notes associated with secondary market trading (see "*Settlement and Transfer of Notes*" below).

Euroclear and Clearstream, Luxembourg each hold securities for their customers and facilitate the clearance and settlement of securities transactions through electronic book entry transfer between their respective accountholders. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions which clear through or maintain a custodial relationship with an accountholder of either system. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depositary and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective customers may settle trades with each other. Their customers are worldwide financial institutions including underwriters, securities brokers and dealers, banks, trust companies and clearing corporations. Investors may hold their interests in such Global Certificates directly through Euroclear or Clearstream, Luxembourg if they are accountholders ("**Direct Participants**") or indirectly ("**Indirect Participants**"), 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 A Notes: "AAA (sf)" from S&P and "AAAsf" from Fitch; the Class B Notes: "AA (sf)" from S&P and "AAsf" from Fitch; the Class C Notes: "A (sf)" from S&P and "Asf" from Fitch; the Class D Notes: "BBB (sf)" from S&P and "BBB-sf" from Fitch; the Class E Notes: "BB- (sf)" from S&P and "BB-sf" from Fitch; and the Class F Notes: "B- (sf)" from S&P and "B-sf" from Fitch. The Subordinated Notes will not be rated. The Subordinated Notes being offered hereby will not be rated.

The ratings assigned by S&P and Fitch to the Class A Notes and the Class B- Notes address the timely payment of interest and the ultimate payment of principal. The ratings assigned by S&P and 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.

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 the CRA Regulation. As such each Rating Agency is included in the list of credit rating agencies published by ESMA on its website in accordance with the CRA Regulation.

S&P Ratings

S&P will rate the Class A Notes in a manner similar to the manner in which it rates other structured issues. This requires an analysis of the following:

(a) the credit quality of the portfolio of Collateral Debt Obligations securing the Notes;

(b) the cash flow used to pay liabilities and the priorities of these payments; and

(c) legal considerations.

Based on these analyses, S&P determines the necessary level of credit enhancement needed to achieve a desired rating. In this connection, the S&P CDO Monitor Test is applied from the period beginning as of the Effective Date and ending on the expiry of the Reinvestment Period.

S&P's analysis includes the application of its proprietary default expectation computer model (the "**S&P CDO Monitor**") which is used to estimate the default rate S&P projects the Portfolio is likely to experience and which will be provided to the Collateral Manager on or before the Issue Date. The S&P CDO Monitor calculates the cumulative default rate of a pool of Collateral Debt Obligations and Eligible Investments consistent with a specified benchmark rating level based upon S&P's proprietary corporate debt default studies. The S&P CDO Monitor takes into consideration the rating of each Obligor, the number of Obligors, the Obligor industry concentration and the remaining weighted average maturity of each of the Collateral Debt Obligations included in the Portfolio. The risks posed by these variables are accounted for by effectively adjusting the necessary default level needed to achieve a desired rating. The higher the desired rating, the higher the level of defaults the Portfolio must withstand. For example, the higher the Obligor industry concentration or the longer the weighted average maturity, the higher the default level is assumed to be.

Credit enhancement to support a particular rating is then provided on the results of the S&P CDO Monitor, as well as other more qualitative considerations such as legal issues and management capabilities. Credit enhancement is typically provided by a combination of over collateralisation/subordination, cash collateral/reserve account, excess spread/interest and amortisation. A cash flow model (the "**Transaction Specific Cash Flow Model**") is used to evaluate the portfolio and determine whether it can comfortably withstand the estimated level of default while fully repaying the class of debt under consideration.

There can be no assurance that actual losses on the Collateral Debt Obligations will not exceed those assumed in the application of the S&P CDO Monitor or that recovery rates and the timing of recovery with respect thereto will not differ from those assumed in the Transaction Specific Cash Flow Model. None of S&P, the Issuer, the

Collateral Manager, the Collateral Administrator, the Trustee, or the Retention Holder, makes any representation as to the expected rate of defaults on the Portfolio or as to the expected timing of any defaults that may occur.

S&P's Ratings of the Rated Notes will be established under various assumptions and scenario analyses. There can be no assurance that actual defaults on the Collateral Debt Obligations will not exceed those assumed by S&P in its analysis, or that recovery rates with respect thereto (and, consequently, loss rates) will not differ from those assumed by S&P.

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.

THE ISSUER

General

The Issuer was incorporated in Ireland as a designated activity company on 11 October 2018 under the name BlackRock European CLO IX Designated Activity Company pursuant to the Companies Act.

The authorised share capital of the Issuer is €100,000,000 divided into 100,000,000 ordinary shares of €1.00 each (the "**Shares**"). 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
Stephen Healy	3rd Floor, Kilmore House, Park Lane, Spencer Dock, Dublin 1, Ireland	Company Director
Maria Dawson	3rd 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.

Stephen Healy and Maria Dawson 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 memorandum of association and include, *inter alia*, carrying on the business of entering into financial transactions.

Prior to the Issue Date, the Issuer was a party to 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 shall 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, the authorisation and entry into of the Warehouse Arrangements, the entry into Pricing Date Interest Rate Hedge

Transactions (and trades thereunder) and the acquisition of certain Collateral Debt Obligations, the authorisation and issue of the Notes, and all other activities incidental thereto.

Indebtedness

Other than that which the Issuer has incurred or shall incur in relation to the Warehouse Arrangements (which shall be repaid in full on the Issue Date), the Pricing Date Interest Rate Hedge Transactions 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 2019. 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 Deloitte of Deloitte & Touche House, 29 Earlsfort Terrace, Dublin 2, Ireland, 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 Initial Purchaser or any other party. Accordingly, notwithstanding anything to the contrary herein, the Issuer and the Initial Purchaser do not assume any responsibility for the accuracy, completeness or applicability of such information.

General

Certain management and administrative functions with respect to the Portfolio will be performed by BlackRock Investment Management (UK) Limited (the "**Collateral Manager**") under the Collateral Management Agreement.

The Collateral Manager

The Collateral Manager is a wholly-owned subsidiary of BlackRock, Inc. (together with the Collateral Manager and its Affiliates, "**BlackRock**") and a limited liability company incorporated in the UK (company number: 02020394) with its registered office at 12 Throgmorton Avenue, London, EC2N 2DL.

The Collateral Manager is an investment firm authorised and regulated by the UK Financial Conduct Authority.

BlackRock, Inc.

As of 30 June 2019, BlackRock's pro forma assets under management ("**AUM**") were approximately U.S.$6.84 trillion, with approximately U.S.$22.9 billion of bank loans in dedicated fundamental portfolios, including structured products (but excluding multi-sector fixed income portfolios, multi-asset strategies, other alternatives) as well as approximately U.S.$46.5 billion in dedicated fundamental high yield mandates.

BlackRock manages assets on behalf of institutions and individuals worldwide through a variety of equity, fixed income, multi-asset, real estate, cash management and alternative investment products. In addition, BlackRock provides risk management, strategic advisory and enterprise investment system services to a growing number of institutional investors. Headquartered in New York City, BlackRock has more than 13,900 employees in more than 30 countries across the Americas, Europe, Asia-Pacific, the Middle East and Africa. See "*Risk Factors— Certain Conflicts of Interest— Certain Conflicts of Interest Involving or Relating to the Collateral Manager and its Affiliates*".

BlackRock is an experienced collateralized debt obligation manager, with approximately U.S.$7.2 billion of BlackRock-managed U.S. cash flow CLOs currently outstanding and EUR 3.7 billion of BlackRock-managed European cash flow CLOs currently outstanding as of 30 June 2019.

European Fundamental Credit Team

BlackRock's European Fundamental Credit Team is a 28 person team dedicated to running leveraged finance and alternative credit strategies forming part of BlackRock's European Fundamental Credit platform. The team consists of portfolio managers, leveraged credit research analysts and portfolio assistants. The team is supported by additional personnel including risk analysts, lawyers and compliance specialists, loan documentation professionals, global CDO administration specialists and product strategists.

Investment Philosophy

BlackRock's investment philosophy as a collateral manager emphasises creating value through intensive bottom-up research and robust leveraged loan credit selection, coupled with an active CLO portfolio management style. BlackRock uses a team-oriented approach, with constant dialogue between credit research analysts and portfolio managers and a regular review of investment positions.

In making investment decisions BlackRock employs a credit review process that focuses on a thorough analysis of the underlying issuer's creditworthiness and a relative value comparison that outlines the merits of each investment. Also considered is the outlook for the company's industry and BlackRock's own assessment. BlackRock develops a specific rationale for each investment made and uses it in the course of continually reviewing the merits of the investment and determining appropriate exit strategies. This investment selection and

surveillance process helps ensure that all investments benefit from the combined experience, skill sets and information sources of the European Fundamental Credit Team.

The credit review process assesses a company with respect to four key fundamental factors: industry attractiveness, competitive position, management quality and financial position. Depending on the issuer of a particular investment, BlackRock's credit review process may include some or all of the following:

(a) developing and maintaining a direct dialogue with the issuer's management,

(b) monitoring the issuer's financial and operating performance through examination of financial results, capital structure, pricing power, management, cash flow, catalysts, covenants, assets, valuation and liquidity characteristics,

(c) monitoring changes/trends in the market value of investments,

(d) reviewing all available information to determine potential changes in the issuer's credit and industry position,

(e) monitoring macro or industry effects and their potential influence on the investment,

(f) incorporating and reviewing all relevant information from industry sources,

(g) continually reviewing "relative values" of investments, and

(h) selling when the rationale for a position no longer supports holding it.

In addition to its credit review process, BlackRock utilises a risk controlled approach to sector rotation and security selection. The key elements typically considered in BlackRock's risk controlled approach are:

(i) an overview of investment markets in order to identify asset classes and industry sectors that are overvalued and undervalued,

(ii) an extensive bottom up review of each issuer, targeting companies with strong underlying fundamentals,

(iii) an active management approach stressing flexibility in the reallocation of investments as appropriate,

(iv) portfolio diversification to minimize exposure to any individual investment,

(v) use of advanced hedging techniques to protect the portfolio from certain market risks, and

(vi) leveraging the resources and extensive industry contacts of BlackRock to provide access to investment opportunities.

Biographies of the Members of the Investment Committee

Aly Hirji, *Managing Director*, is a portfolio manager in European Fundamental Credit, focusing primarily on the high yield leveraged loan asset class and related products, including CLOs. Prior to joining BlackRock in 2014, Mr. Hirji was a partner and portfolio manager at New Amsterdam Capital, a European credit manager focused on leveraged credit. He was responsible for managing CLOs, leveraged loan and high yield funds, managed accounts and trading. He joined the firm as its first investment-related employee in 2004 as a credit analyst and contributed to growing out the firm and its assets under management. He began his career at JP Morgan in 1999 working in leveraged finance origination, debt capital markets and financial sponsor coverage. Mr. Hirji earned a BSc degree, with honours in economics from the University of Bristol in 1999.

Jose Aguilar, *Managing Director*, is a senior portfolio manager in European Fundamental Credit, focusing on credit hedge funds, absolute return funds and leverage finance strategies. Prior to joining BlackRock in 2009, Mr.

Aguilar was a senior research analyst at R3 Capital Partners focusing on leverage finance and special situations. He began his career at Lehman Brothers in 2005 in the Mergers and Acquisitions Group covering financial institutions and subsequently moved to Global Principal Strategies (GPS). Mr. Aguilar earned degrees in business administration and law from Universidad Pablo de Olavide in Seville, Spain.

Vineet Singh, *Managing Director*, Head of Research, European Fundamental Credit. In this role, he is responsible for managing the research process for European leverage finance including high yield bonds, leveraged loans and middle market private debt.

Prior to joining BlackRock, Mr. Singh was a senior research analyst at Beach Point Capital, an opportunistic credit investment management firm, where he was responsible for sourcing, researching and investing in European leveraged-credit and equities. He was one of two original members responsible for establishing Beach Point Capital's London office. Prior to Beach Point Capital, Mr. Singh was a Senior Vice President at Swiss asset management company Unigestion, where he was responsible for credit and distressed debt fund-of-hedge fund strategies. Previously he worked with Oak Hill Advisors in London and with JPMorgan in the leveraged finance group in both London and New York.

Mr. Singh graduated from Middlebury College in Vermont with a BA in Physics. He also matriculated at Dartmouth College in New Hampshire, earning a bachelor's degree in Engineering. Mr. Singh holds an MBA from French business school, INSEAD.

Credit Risk Mitigation

In addition to the obligations of the Collateral Manager under the Collateral Management Agreement which it must perform subject to the Standard of Care, the Collateral Manager has in place and operates certain internal policies and procedures to administer and manage the Portfolio and other similar portfolios. Such policies and procedures include, in the case of the Portfolio, systems for monitoring credit risk of the Collateral Debt Obligations and for identifying Defaulted Obligations. See also "*The Collateral Manager—Investment Philosophy*" and "*The Portfolio*".

The Collateral Manager is also obliged under the Collateral Management Agreement, subject to the Standard of Care, to:

(a) when making acquisitions or sales 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, to diversify the Portfolio in accordance with and to the extent permitted by the terms of the Collateral Management Agreement (including, but not limited to, the Portfolio Profile Tests);

(b) measure and monitor the credit risk of the Portfolio per the methodologies set out in the Collateral Management Agreement and in accordance with the terms thereof; and

(c) consult with the Collateral Administrator in connection with the compiling of the Monthly Reports and Payment Date Reports which will contain information intended to assist Noteholders in conducting their stress tests on the cash flows and collateral values supporting the Notes.

THE RETENTION HOLDER AND EU RETENTION REQUIREMENTS

The information appearing in the section entitled "The Retention" below 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

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 Secured Parties including the Noteholders), the Collateral Administrator, the Sole Arranger and the Initial Purchaser. 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 Requirements.

Prior to the pricing of the transaction, the Collateral Manager as Retention Holder has notified a summary of the transaction to the FCA in accordance with the Joint Direction.

Prospective investors should consider the discussion in "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements*" above.

The Retention

Under the Risk Retention Letter, the Retention Holder will, for so long as any Class of Notes remains Outstanding, for the benefit of the Trustee (for the benefit of the Secured Parties including the Noteholders), the Issuer, the Collateral Administrator and the Initial Purchaser:

(a) undertake to, on the Issue Date, subscribe for and hold on an ongoing basis, a material net economic interest of not less than five per cent. of the nominal value of each Class of Notes (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) agree to 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;

(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 Initial Purchaser in writing (which may be by way of email) for the purposes of inclusion of such confirmation in each Monthly Report and Payment Date Report; and (ii) upon reasonable request in writing by the Issuer, the Trustee, the Collateral Administrator or the Initial Purchaser;

(e) acknowledge and confirm that it established the transaction contemplated by the Transaction Documents;

(f) represent, undertake and agree that:

(i) it is, at the Issue Date, and shall remain, originator (as a single originator that "has established and is managing" the securitisation) of the Originated Assets;

(ii) in relation to every Originated Asset which it arranges the commitment of the Issuer in respect of, it either:

(A) itself or through related entities, directly or indirectly, was involved or will be involved in the original agreement which created or will create such Originated Asset; or

(B) committed pursuant to the terms of the Conditional Sale Agreement to purchase such Originated Asset from the Issuer on its own account if such Originated Asset at any time during the relevant Seasoning Period, failed to meet the Eligibility Criteria (as such term is defined under the Warehouse Arrangements); and

(iii) 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;

(g) agree to promptly notify the Issuer, the Trustee, the Collateral Administrator and the Initial Purchaser 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 paragraphs (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; and

(h) agree to assist the Issuer in fulfilling any Irish STS Obligations and its obligations as the designated reporting party under the EU Disclosure Requirements,

provided, however, that: (i) the Retention Holder shall be permitted to transfer the Retention Notes to the extent such transfer would not in and of itself cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements; and (ii) the Retention Holder's undertakings in respect of the Retention Notes are, unless otherwise specified, made as of the Issue Date, with such undertakings being binding for so long as any of the Notes remain Outstanding, and the Retention Holder does not have any obligation to change the quantum, method or nature of its holding of the Retention Notes as a result of any changes to the EU Retention Requirements following the Issue Date or any other changes to regulations or the interpretation thereof the result of which the Issuer is considered to be an alternative investment fund as defined under AIFMD following the Issue Date.

Origination of Collateral Debt Obligations

General

By way of background, the Securitisation Regulation definition of 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 a third party's exposures on its own account and then and then securitises them.

Articles 3(1) and 3(4)(a) of the regulatory technical standards adopted by the EU Commission on 12 March 2014 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 EU Retention Requirements may be fulfilled in full by a single originator in circumstances where the relevant originator has established and is managing the scheme.

Origination

The Issuer has accurately reproduced the information contained in this section entitled "Origination" from information provided to it by the Retention Holder 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 Retention Holder, no facts have been omitted which would render the reproduced information inaccurate or misleading. The information appearing in this section has been prepared by the Retention Holder and has not been independently verified by the Issuer, the Sole Arranger, the Initial Purchaser or any other party and none of such persons assumes any responsibility for the accuracy, completeness or applicability of such information. The delivery of this Offering

Circular shall not create any implication that there has been no change in the affairs of the Retention Holder or of its Affiliates since the date of this Offering Circular, or that the information contained or referred to herein is correct as of any time subsequent to the date of this Offering Circular.

The Retention Holder caused the Issuer to acquire certain assets under the Warehouse Arrangements for the purposes of paragraph (b) of the definition of "originator" under the Securitisation Regulation which are intended to form part of the Collateral Debt Obligations ("**Originated Assets**"). Pursuant to the Conditional Sale Agreement, the Retention Holder was obligated to purchase such Originated Assets from the Issuer in the event any such Originated Assets failed to meet the Eligibility Criteria (as such term is defined under the Warehouse Arrangements) within the relevant Seasoning Period, with the purchase price for such purchase to equal to the market value of the Originated Asset(s) at the commencement of the relevant Seasoning Period.

The Retention Holder, 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 any asset which is proposed to be acquired from the Issuer and to nominate the CLO to which any asset is proposed to be sold.

Retention Holder Credit Granting

Originators, sponsors and original lenders are required under the Securitisation Regulation to: (a) apply to exposures to be securitised the same sound and well-defined criteria for credit-granting which they apply to non-securitised exposures; (b) to that end, apply the same clearly established processes for approving and, where relevant, amending, renewing and refinancing credits; and (c) have effective systems in place to apply those criteria and processes in order to ensure that credit-granting is based on a thorough assessment of the obligor's creditworthiness taking appropriate account of factors relevant to verifying the prospect of the obligor meeting his obligations under the credit agreement.

The Securitisation Regulation also specifies that where an originator purchases a third party's exposures for its own account and then securitises them, that originator shall verify that the entity which was, directly or indirectly, involved in the original agreement which created the obligations or potential obligations to be securitised fulfils the requirements referred to in the paragraph above.

In this regard the Retention Holder has confirmed to the Issuer that it has taken such steps as it deems necessary or appropriate (in accordance with the Standard of Care) to verify such matters in respect of the original lender(s) to the Originated Assets and such verification may have been made by confirming that the original syndicate of lenders in respect of an Originated Asset has at least one credit institution that is subject to Regulation 2013/575/EU (as may be effective from time to time together with any amendments of any successor or replacement provisions included in any European Union directive or regulation).

See further "*Risk Factors – Regulatory Initiatives – Risk Retention and Due Diligence Requirements*" above.

Originator Specific Obligations in relation to the Securitisation Regulation

Certain obligations arising under the Securitisation Regulation are specific to the originator and/or original lender, including as to the granting of credit in relation to securitised assets. In relation to originators, an originator cannot be established or operate for the sole purpose of securitising exposures and may not adversely select assets to be transferred to the securitisation vehicle in the manner prescribed by the regulation without the knowledge of investors or potential investors.

Under the Securitisation Regulation, originators shall not select assets to be transferred to the SSPE of a securitisation with the aim of rendering losses on the assets transferred to an SSPE, measured over the life of the transaction higher than the losses over the same period on comparable assets held on the balance sheet of the originator. Originators may select assets to be transferred to the SSPE that *ex ante* have a higher-than-average credit-risk profile compared to the average credit-risk profile of comparable assets that remain on the balance sheet of the originator, as long as the higher credit-risk profile of the assets transferred to the SSPE is clearly communicated to the investors or potential investors. In this regard, investors should be aware that the Retention Holder has notified the Issuer that one or more of the Originated Assets may have a credit-risk profile which is higher than that of comparable assets held on the balance sheet of the Retention Holder.

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 Conditions.

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 €340,000,000 which is approximately 85 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 Collection Account, 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, any repayments or prepayments of any Collateral Debt Obligations subsequent to the Issue Date, not subsequently reinvested shall be disregarded and the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its S&P 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, the 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 29 May 2020, subject to the Effective Date Determination Requirements being satisfied.

On or after the Effective Date no more than 1.0 per cent. of the Reinvestment Target Par Balance may be transferred to the Interest Account in one or more instalments, 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 (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is the lower of its S&P Collateral Value and its Fitch Collateral Value) equals or exceeds the Reinvestment Target Par Balance.

Within 10 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 and the Rating Agencies and made available by the Collateral Administrator via a secure website 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 Initial Purchaser, each Hedge Counterparty,

each Rating Agency, the Principal Paying Agent and the Noteholders from time to time) (provided that the Principal Balance of a Collateral Debt Obligation which is a Defaulted Obligation will be the lower of its Fitch Collateral Value and its S&P Collateral Value).

Within 30 Business Days following the Effective Date the Issuer will provide, or cause the Collateral Manager to provide, to the Trustee and the Collateral Administrator 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.

In addition, if the Effective Date S&P Condition has not yet occurred on the Effective Date and (w) the Issuer provides S&P with the excel default model input file (as used by S&P), (x) the Issuer causes the Collateral Manager to provide to S&P the Effective Date Report and the Effective Date Report confirms satisfaction of the S&P CDO Monitor Test as of the Effective Date, (y) the Collateral Manager certifies to S&P (which confirmation may be in the form of an email) that the S&P CDO Monitor Test has been run as of the last day prior to the Effective Date (taking into account the S&P CDO Monitor Non-Model Adjustments described below) and that the result is passing and (z) the Collateral Manager provides to S&P an electronic copy of the Portfolio used to generate the passing test result, then a written confirmation from S&P of its Initial Ratings of the Rated Notes shall be deemed to have been provided; *provided that*, for purposes of determining compliance with the S&P CDO Monitor Test in connection with such Effective Date Report (A) the Aggregate Funded Spread shall be calculated without giving effect to the paragraph immediately beneath the proviso of the definition of "Aggregate Funded Spread" detailing the consequences of a EURIBOR floor and assuming that any Collateral Debt Obligation subject to a EURIBOR floor bears interest at a rate equal to the stated interest rate spread for such Collateral Debt Obligation and (B) for the purposes of the S&P CDO Adjusted BDR, without including in the Aggregate Principal Balance any Principal Proceeds designated to be included as Interest Proceeds on the Effective Date (the foregoing subclauses (A) and (B), together, the "**S&P CDO Monitor Non-Model Adjustments**").

The Collateral Manager (acting on behalf of the Issuer) shall promptly, following receipt of the Effective Date Report request that each of the Rating Agencies (to the extent not previously received) confirm its Initial Ratings of the Rated Notes, *provided that* if the Effective Date Non-Model CDO Monitor Test is satisfied such rating confirmation shall be deemed to have been received from S&P.

If (a)(i) the Effective Date Determination Requirements are not satisfied as at the Effective Date and Rating Agency Confirmation of the Initial Ratings of the Rated Notes has not been received; and (ii) either (A) the Collateral Manager (acting on behalf of the Issuer) does not present a Rating Confirmation Plan to the Rating Agencies; or (B) Rating Agency Confirmation has not been obtained for the Rating Confirmation Plan that the Collateral Manager provides or (b) the Effective Date S&P Condition is not satisfied and, following a request therefor from the Collateral Manager after the Effective Date, Rating Agency Confirmation from S&P has not been obtained, 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, notwithstanding paragraphs (a) and/or (b) above applying.

If an Effective Date Rating Event has occurred and is continuing on the Business Day prior to the next Payment Date following the Effective Date, the Rated Notes shall be redeemed, pursuant to Condition 7(e) (*Redemption upon Effective Date Rating Event*) on such Payment Date and thereafter on each Payment Date (to the extent required) out of Interest Proceeds and thereafter out of Principal Proceeds subject to the Priorities of 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 or a Credit Impaired Obligation;

(d) it is not a lease (including, for the avoidance of doubt, a financial lease);

(e) it is not a Structured Finance Security 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 U.S. 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 (which shall have a rating as determined by the definition of "S&P Rating" and "Fitch Rating" as applicable), it is an obligation which has an S&P Rating of "CCC-" or higher and a Fitch Rating of "CCC-" or higher;

(k) it is not a debt obligation whose repayment is subject to substantial non-credit related risk;

(l) it will not result in the imposition of any present or future, actual or contingent, monetary liabilities or obligations of the Issuer other than those: (i) which may arise at its option; (ii) which are fully collateralised; (iii) which are subject to limited recourse provisions similar to those set out in the Trust Deed; (iv) which are owed to the agent bank in relation to the performance of its duties under a Collateral Debt Obligation; (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 (l) 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;

(m) it will not require the Issuer or the pool of collateral to be registered as an investment company under the Investment Company Act;

(n) it is not a debt obligation that pays scheduled interest less frequently than annually (other than, for the avoidance of doubt, PIK Securities);

(o) 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;

(p) the Collateral Debt Obligation Stated Maturity thereof falls prior to the Maturity Date of the Notes;

(q) 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;

(r) 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) (subject to (i) above) 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;

(s) 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;

(t) 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;

(u) it has not been called for, and is not subject to a pending, redemption;

(v) 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;

(w) 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;

(x) it is not a Project Finance Loan;

(y) if it pays U.S.-source interest or is "registration required", it is in registered form for U.S. federal income tax purposes;

(z) it is not a Deferring Security;

(aa) if it is a Revolving Obligation or Delayed Drawdown Collateral Debt Obligation, it can only be drawn in Euro;

(bb) it is not a Step-Down Coupon Security;

(cc) it is a "qualifying asset" for the purposes of Section 110 of the TCA;

(dd) 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);

(ee) it is an "eligible asset" as defined in Rule 3a-7 under the Investment Company Act (so long as the Trading Requirements are applicable);

(ff) it is not an obligation for which the total potential indebtedness of the Obligor(s) thereof (including, in the case of Corporate Rescue Loans, the total potential indebtedness of the corporate group of the Obligor(s)) under all underlying instruments governing such Obligors' indebtedness (and, in the case of Corporate Rescue Loans, the underlying instruments governing the indebtedness of the Obligors' corporate group) has an aggregate principal amount (whether drawn or undrawn) of less than EUR 150,000,000;

(gg) it shall have been acquired by the Issuer for a purchase price of not less than 60.0 per cent. of the par value thereof, unless such obligation is a Swapped Non-Discount Obligation;

(hh) it is not an Equity Security, including any obligation convertible into an Equity Security;

(ii) it is not a debt obligation whose material terms are subject to mandatory change triggered by non-credit related events;

(jj) it is not an obligation that contains limited recourse provisions that limit the obligations of the Obligor thereunder to a defined portfolio or pool of assets; and

(kk) it does not have an "f", "r", "p", "pi", "q", "(sf)" or "t" subscript assigned by S&P.

A Step-Up Coupon Security that otherwise satisfies the Eligibility Criteria on the date the Issuer (or the Collateral Manager on its behalf) enters into a binding commitment to purchase such obligation shall constitute a Collateral Debt Obligation.

Other than: (i) Issue Date Collateral Debt Obligations which must satisfy the Eligibility Criteria on the Issue Date; and (ii) Collateral Debt Obligations which are the subject of a restructuring (whether effected by way of an amendment to the terms of such Collateral Debt Obligation or by way of substitution of new obligations and/or change of Obligor) which must satisfy the Restructured Obligation Criteria on the applicable Restructuring Date, the subsequent failure of any Collateral Debt Obligation to satisfy any of the Eligibility Criteria shall not prevent any obligation which would otherwise be a Collateral Debt Obligation from being a Collateral Debt Obligation so long as such obligation satisfied the Eligibility Criteria, when the Issuer or the Collateral Manager on behalf of the Issuer entered into a binding agreement to purchase such obligation.

"**Letter of Credit**" means a contract under which a bank, at the request of a buyer on the sale of specific goods, agrees to pay the beneficiary on the sale contract (such party being the seller in connection with the sale of specific goods), a certain amount against the presentation of specified documents relating to those goods.

"**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.

"**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.

"**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.

"**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.

"**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), (p), (q), (u), (z), (ff) and (gg); provided that: (a) such obligation has been assigned or otherwise has an Fitch Rating and an S&P Rating and (b) 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 5.0 per cent. of the Aggregate Collateral Balance (for which purpose, the Principal Balance of each Defaulted Obligation shall be its S&P 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, the Trading Requirements (so long as they are applicable) 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, determine and use commercially 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 Trading Requirements, 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 Non-Eligible Issue Date Collateral Debt Obligations

The Collateral Manager, acting on behalf of the Issuer shall, in accordance with the Trading Requirements (so long as they are applicable), sell any Issue Date Collateral Debt Obligations which do not comply with the Eligibility Criteria on the Issue Date (each a "**Non-Eligible Issue Date Collateral Debt Obligation**"). Any Sale Proceeds received in connection therewith may be reinvested in Substitute Collateral Debt Obligations satisfying the Eligibility Criteria or credited to the Principal Account pending such reinvestment.

Terms and Conditions applicable to the Sale of Credit Impaired Obligations, Credit Improved Obligations and Defaulted Obligations

Credit Impaired Obligations, Credit Improved Obligations and Defaulted Obligations may be sold in accordance with the Trading Requirements (so long as they are applicable) at any time by the Collateral Manager (acting on behalf of the Issuer) subject to:

(a) the Collateral Manager's knowledge, no Event of Default having occurred which is continuing; and

(b) the Collateral Manager certifying to the Trustee and the Collateral Administrator that it believes, in its reasonable commercial judgement, 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) in accordance with the Trading Requirements (so long as they are applicable), subject to, 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, in accordance with the Trading Requirements (so long as they are applicable), 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) 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 Issue Date) is not greater than 30.0 per cent. of the Aggregate Collateral Balance as of the first day of such twelve calendar month period (or as of the Issue Date, as the case may be); and

(c) either:

(i) during the Reinvestment Period, the Collateral Manager reasonably believes prior to such sale that it will be able to enter one or more binding commitments to reinvest all or a portion of the 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 which represent Principal Proceeds but excluding, for the avoidance of doubt, any 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 S&P 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; and

(c) a Collateral Debt Obligation which has been included in the calculation of the CCC 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 (a) through (d) 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 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 (and, where applicable, provided the Trading Requirements are met) 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(s) 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(s);

(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 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

(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 Eligible Investments therein which represent Principal Proceeds but excluding, for the avoidance of doubt, any interest accrued on Eligible Investments) is greater than the Reinvestment Target Par Balance;

(d) in the case of a Substitute Collateral Debt Obligation purchased with Sale Proceeds, Scheduled Principal Proceeds and/or Unscheduled Principal Proceeds of a Credit Improved Obligation 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 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) immediately prior to the sale of the relevant Credit Improved Obligation; or

(ii) 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 Obligation); 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 Eligible Investments therein which represent Principal Proceeds but excluding, for the avoidance of doubt, any interest accrued on Eligible Investments) is equal to or greater than the Reinvestment Target Par Balance;

(e) 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(s);

(f) the date on which the Issuer (or the Collateral Manager acting on behalf of the Issuer) enters into a binding commitment to purchase such Substitute Collateral Debt Obligation occurs during the Reinvestment Period;

(g) 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 Improved Obligations, 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

(ii) after giving effect to such sale, 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 Eligible Investments therein which represent Principal Proceeds but excluding, for the avoidance of doubt, any interest accrued on Eligible Investments) is greater than or equal to the Reinvestment Target Par Balance; 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,

provided that in the case of Substitute Collateral Debt Obligation purchased with the Sale Proceeds of a Credit Impaired Obligation or a Defaulted Obligation, the S&P CDO Monitor Test will not apply.

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 (and, where applicable, provided the Trading Requirements are met), 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 (except limbs (l) and (m)) and the Collateral Quality Tests (except 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 satisfied after giving effect to such reinvestment or will be maintained or improved after giving effect to such reinvestment, in each case, when compared to the results of such measurement immediately prior to the relevant sale or prepayment (in whole or in part);

(d) if:

(i) the Weighted Average Life Test was satisfied on the last Business Day of the Reinvestment Period, the Weighted Average Life Test shall be satisfied or at least maintained or improved immediately after giving effect to such reinvestment when compared to the results of such measurement immediately prior to the relevant sale or prepayment (in whole or in part); or

(ii) the Weighted Average Life Test was not satisfied on the last Business Day of the Reinvestment Period, the Weighted Average Life Test shall be satisfied immediately after giving effect to such reinvestment when compared to the results of such measurement immediately prior to the relevant sale or prepayment (in whole or in part);

(e) to the Collateral Manager's knowledge, no Event of Default has occurred that is continuing at the time of such reinvestment;

(f) 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;

(g) after giving effect to such reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fitch CCC Obligations;

(h) after giving effect to such reinvestment, not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are S&P CCC Obligations;

(i) either: (i) such Substitute Collateral Debt Obligation(s) have the same or a higher S&P Rating as the Collateral Debt Obligation that produced such Unscheduled Principal Proceeds or Sale Proceeds, as the case may be; or (ii) for so long as any Rated Notes by S&P are outstanding, the S&P CDO SDR is no greater following such reinvestment;

(j) 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 applicable).

Following the expiry of the Reinvestment Period, the S&P CDO Monitor Test shall cease to apply. In addition, 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; 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.

The Trading Requirements

Notwithstanding anything to the contrary herein, the Issuer (or the Collateral Manager on its behalf) will not acquire (whether by purchase or substitution) or dispose of any Custodial Asset unless the Trading Requirements are satisfied in connection with such acquisition or disposition, provided that at any time, the Issuer (or the Collateral Manager on its behalf) may elect (which election may be made only upon confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception contained in Section 3(c)(7) of the Investment Company Act by written notice thereof to the Trustee in which case, at all times thereafter, there will be no Trading Requirements, and all references to such requirements in the Trust Deed and other Transaction Documents shall no longer be in effect.

"**Custodial Assets**" means all Collateral Debt Obligations, Collateral Enhancement Obligations, Exchanged Securities and Eligible Investments and in each case any sums received in respect thereof held from time to time by the Custodian (or any duly authorised sub-custodian) pursuant to the Agency Agreement.

Amendments to Collateral Debt Obligation Stated Maturities

The Issuer (or the Collateral Manager on the Issuer's behalf) may vote in favour of a Maturity Amendment if, after giving effect to such Maturity Amendment:

(a) the Collateral Debt Obligation Stated Maturity of the Collateral Debt Obligation that is the subject of such Maturity Amendment is not later than 18 calendar months prior to the Maturity Date of the Rated Notes; and

(b) the Weighted Average Life Test is satisfied, or during the Reinvestment Period, if not satisfied, maintained or improved.

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 or treat such Collateral Debt Obligation as a Defaulted 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) 50.0 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 credited to 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 (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 judgement 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 20 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 Determination 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 S&P is obtained with respect to the immediately subsequent Trading Plan; and (v) the Collateral Manager may, in its sole discretion, elect to end any Trading Plan Period on a day which is earlier than the end of the Trading Plan Period. No further Rating Agency Confirmation from S&P shall thereafter be required unless a Trading Plan subsequently fails, in which case Rating Agency Confirmation from S&P 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.

The Issuer (or the Collateral Manager acting on behalf of the Issuer) shall give notice to S&P following any failure of a Trading Plan.

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 Payment Account and the Collection 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 in accordance with the Trading Requirements (so long as they are applicable).

Collateral Enhancement Obligations

The Collateral Manager (acting on behalf of the Issuer) may, from time to time, subject to the Trading Requirements (so long as they are applicable) 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, subject to the Trading Requirements (so long as they are applicable) 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 commercially 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 a 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 in accordance with the Trading Requirements, so long as they are applicable, 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, in accordance with the Trading Requirements (so long as they are applicable), 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, provided that any guarantee in respect of the obligations of Selling Institutions must satisfy the then current S&P guarantee criteria), 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:

(i) the LSTA Model Participation Agreement for par/near par trades (as published by the Loan Syndications and Trading Association Inc. from time to time);

(ii) the LMA Funded Participation (Par) (as published by the Loan Market Association from time to time); or

(iii) 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, in accordance with the Trading Requirements (so long as they are applicable), 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*" 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 S&P 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*
S&P		
AAA	20%	20%
AA+	10%	10%
AA	10%	10%
AA-	10%	10%
A+	5%	5%
A	5%	5%
A- or below	0%	0%
Fitch		
AAA	5%	5%
AA+	5%	5%
AA	5%	5%
AA-	5%	5%
A+	5%	5%
A	5%	5%
A- or below	0%	0%

* As a percentage of the Aggregate Collateral Balance (excluding any Defaulted Obligations) the aggregate third party credit exposure limit shall be determined by reference to the aggregate of the third party credit exposure of all such Counterparties which share the same rating level or have a lower rating level, as indicated in the Bivariate Risk Table.

** Provided that a Selling Institution having an S&P credit rating of "A" must also have a short-term S&P rating of "A-1" otherwise its "Individual Third Party Credit Exposure Limit" and "Aggregate Third Party Credit Exposure Limit" (set forth above) shall be 0%.

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 "*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 12.5 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 elected by the Collateral Manager where such Fitch Test Matrix and/or the interpolation between the applicable Fitch Test Matrices 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* up to three 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; *provided that* up to three Obligors may each represent up to 3.0 per cent. of the Aggregate Collateral Balance;

(h) not more than 5.0 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 S&P CCC Obligations;

(m) not more than 7.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Fitch CCC Obligations;

(n) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Corporate Rescue Loans;

(o) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of obligations which are PIK Securities;

(p) not more than 30.0 per cent. of the Aggregate Collateral Balance shall consist of Cov-Lite Loans;

(q) not more than 30.0 per cent. of the Aggregate Collateral Balance shall consist of Non-Euro Obligations;

(r) 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;

(s) 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 country ceiling rated below "AAA" by Fitch;

(t) not more than 10.0 per cent. of the Aggregate Collateral Balance shall consist of Obligors who are Domiciled in countries or jurisdictions with an S&P rating below "A-" by S&P unless Rating Agency Confirmation from S&P is obtained;

(u) the limits specified in the Bivariate Risk Table determined by reference to the Fitch ratings and S&P ratings of Selling Institutions shall be satisfied;

(v) 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 200,000,000 in aggregate principal amount;

(w) not more than 5.0 per cent. of the Aggregate Collateral Balance shall consist of Bridge Loans;

(x) not more than 2.5 per cent. of the Aggregate Collateral Balance shall consist of obligations which are Unhedged Collateral Debt Obligations; and

(y) not more than 17.5 per cent. of the Aggregate Collateral Balance shall consist of obligations comprising any one S&P Industry Classification Group.

"**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 S&P Rating or, if the Bridge Loan is not rated by Fitch and S&P, Rating Agency Confirmation has been obtained.

Collateral Quality Tests

The Collateral Quality Tests will consist of each of the following:

(a) so long as any Notes rated by S&P are Outstanding (as of the Effective Date and until the expiry of the Reinvestment Period only) the S&P CDO Monitor 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;

(iii) Fitch Minimum Weighted Average Spread Test; and

(iv) the Maximum Obligor Concentration Test; and

(c) so long as any Rated Notes are Outstanding, 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.

Fitch Test Matrices

Subject to the provisions 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 (each such matrix to have a different concentration limit for both Fixed Rate Collateral Debt Obligations and the Maximum Obligor Concentration Test) (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 Fitch 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) the applicable column for performing the Fitch Maximum Weighted Average Rating Factor Test will be the column (or linear interpolation between the two columns with the closest values, as applicable) in the Fitch Test Matrix selected by the Collateral Manager;

(b) the applicable row for performing the Fitch 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); and

(c) 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 (a) and (b) 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).

On the Effective Date, the Collateral Manager will be required to elect which Fitch Test Matrix 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), and 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. For the avoidance of doubt, the Collateral Manager may elect to interpolate between the Fitch Test Matrices with respect to both the maximum percentage of Fixed Rate Collateral Debt Obligations and the Maximum Obligor Concentration Test. The Fitch Test Matrices may be amended and/or supplemented and/or replaced by the Collateral Manager subject to Rating Agency Confirmation from Fitch.

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.

Fitch Test Matrices

Fitch Test Matrix 1: 17 per cent. concentration limit for any 10 Obligors; 0 per cent. maximum percentage of Fixed Rate Collateral Debt Obligations

Fitch Minimum Weighted Average Spread	Fitch Weighted Average Rating Factor												
	28	29	30	31	32	33	34	35	36	37	38	39	40
2.40%	77.40%	78.40%	79.30%	80.10%	80.90%	81.70%	82.50%	83.20%	83.90%	84.50%	85.00%	85.60%	86.10%
2.60%	73.40%	74.60%	75.70%	76.70%	77.50%	78.40%	79.20%	79.90%	80.70%	81.40%	82.10%	82.80%	83.40%
2.80%	68.80%	70.10%	71.60%	72.90%	74.10%	75.20%	76.10%	77.00%	77.90%	78.70%	79.40%	80.10%	80.80%
3.00%	64.20%	65.70%	67.20%	68.50%	69.70%	70.90%	72.10%	73.30%	74.40%	75.40%	76.30%	77.10%	77.80%
3.20%	60.50%	62.20%	63.80%	65.30%	66.70%	67.90%	69.10%	70.20%	71.40%	72.50%	73.50%	74.50%	75.30%
3.40%	56.80%	58.70%	60.50%	62.10%	63.50%	64.90%	66.20%	67.30%	68.40%	69.30%	70.30%	71.30%	72.30%
3.60%	55.00%	56.60%	58.10%	59.60%	60.90%	62.20%	63.40%	64.50%	65.70%	67.00%	68.10%	69.30%	70.40%
3.80%	53.00%	54.80%	56.40%	57.90%	59.40%	60.70%	61.90%	63.10%	64.40%	65.60%	66.80%	68.00%	69.10%
4.00%	51.10%	52.80%	54.50%	56.20%	57.70%	59.20%	60.50%	61.80%	63.00%	64.30%	65.50%	66.70%	67.90%
4.20%	49.20%	50.90%	52.70%	54.40%	56.00%	57.50%	59.00%	60.40%	61.60%	62.90%	64.20%	65.40%	66.70%
4.40%	47.50%	49.10%	50.80%	52.60%	54.30%	55.80%	57.40%	58.80%	60.20%	61.60%	62.90%	64.20%	65.40%
4.60%	45.80%	47.50%	49.10%	50.80%	52.50%	54.20%	55.80%	57.30%	58.70%	60.20%	61.60%	62.90%	64.20%
4.80%	44.00%	45.80%	47.50%	49.20%	50.80%	52.50%	54.20%	55.70%	57.40%	59.00%	60.50%	61.90%	63.20%
5.00%	42.30%	44.10%	45.90%	47.60%	49.20%	50.80%	52.50%	54.20%	55.90%	57.60%	59.20%	60.70%	62.00%
5.20%	40.90%	42.60%	44.20%	46.00%	47.70%	49.30%	50.90%	52.70%	54.50%	56.10%	57.80%	59.40%	60.80%
5.40%	38.20%	40.90%	42.60%	44.40%	46.20%	47.80%	49.40%	51.20%	53.00%	54.70%	56.40%	58.00%	59.60%
5.60%	34.50%	38.50%	41.10%	42.80%	44.60%	46.30%	47.90%	49.70%	51.60%	53.30%	55.10%	56.70%	58.40%

Fitch Test Matrix 2: 17 per cent. concentration limit for any 10 Obligors; 12.5 per cent. maximum percentage of Fixed Rate Collateral Debt Obligations

Fitch Minimum Weighted Average Spread	Fitch Weighted Average Rating Factor												
	28	29	30	31	32	33	34	35	36	37	38	39	40
2.40%	77.40%	78.40%	79.30%	80.10%	80.90%	81.70%	82.50%	83.30%	84.00%	84.60%	85.30%	86.10%	86.60%
2.60%	73.40%	74.60%	75.70%	76.70%	77.60%	78.60%	79.60%	80.50%	81.30%	82.10%	82.80%	83.50%	84.10%
2.80%	69.00%	70.40%	71.90%	73.30%	74.60%	75.70%	76.80%	77.80%	78.70%	79.50%	80.30%	81.20%	81.90%
3.00%	65.30%	66.90%	68.40%	69.80%	71.20%	72.50%	73.80%	74.90%	75.90%	76.90%	77.70%	78.50%	79.30%
3.20%	61.10%	62.90%	64.70%	66.30%	67.80%	69.20%	70.60%	71.90%	73.10%	74.30%	75.30%	76.10%	77.00%
3.40%	57.70%	59.70%	61.60%	63.30%	64.90%	66.30%	67.70%	69.00%	70.20%	71.50%	72.70%	73.90%	75.00%
3.60%	56.10%	57.70%	59.30%	60.70%	62.00%	63.20%	64.40%	65.60%	66.80%	68.20%	69.80%	71.60%	73.40%
3.80%	54.10%	55.80%	57.40%	58.90%	60.40%	61.70%	63.00%	64.30%	65.50%	66.80%	68.60%	70.30%	72.20%
4.00%	52.10%	54.00%	55.90%	57.50%	59.10%	60.60%	62.00%	63.20%	64.40%	65.70%	67.30%	69.10%	70.90%
4.20%	50.70%	52.70%	54.60%	56.40%	58.00%	59.60%	61.00%	62.20%	63.50%	64.70%	66.10%	67.90%	69.60%
4.40%	49.50%	51.40%	53.40%	55.20%	56.90%	58.40%	59.90%	61.30%	62.50%	63.70%	64.90%	66.50%	68.30%
4.60%	48.30%	50.10%	52.10%	54.00%	55.70%	57.30%	58.80%	60.30%	61.60%	62.80%	64.00%	65.10%	66.90%
4.80%	47.20%	48.90%	50.70%	52.50%	54.30%	55.90%	57.40%	58.90%	60.20%	61.50%	62.60%	63.80%	65.50%
5.00%	45.50%	47.30%	49.00%	50.60%	52.50%	54.20%	55.80%	57.30%	58.70%	60.20%	61.50%	62.80%	64.20%
5.20%	43.90%	45.60%	47.40%	49.00%	50.70%	52.60%	54.40%	56.20%	57.60%	59.10%	60.40%	61.60%	63.10%
5.40%	42.30%	44.20%	46.10%	47.90%	49.50%	51.20%	52.90%	54.60%	56.10%	57.60%	59.20%	60.90%	62.40%
5.60%	41.00%	42.90%	44.60%	46.30%	48.00%	49.50%	51.20%	53.00%	54.70%	56.40%	58.20%	59.90%	61.40%

Fitch Test Matrix 3: 23 per cent. concentration limit for any 10 Obligors; 0 per cent. maximum percentage of Fixed Rate Collateral Debt Obligations

Fitch Minimum Weighted Average Spread	Fitch Weighted Average Rating Factor												
	28	29	30	31	32	33	34	35	36	37	38	39	40
2.40%	77.40%	78.40%	79.30%	80.10%	80.90%	81.70%	82.50%	83.20%	83.90%	84.50%	85.00%	85.60%	86.10%
2.60%	73.40%	74.60%	75.70%	76.70%	77.50%	78.40%	79.20%	79.90%	80.70%	81.40%	82.10%	82.80%	83.40%
2.80%	68.80%	70.10%	71.60%	72.90%	74.10%	75.20%	76.10%	77.00%	77.90%	78.70%	79.40%	80.10%	80.80%
3.00%	64.20%	65.70%	67.20%	68.50%	69.70%	70.90%	72.10%	73.30%	74.40%	75.40%	76.30%	77.10%	77.80%
3.20%	60.50%	62.20%	63.80%	65.30%	66.70%	67.90%	69.10%	70.20%	71.40%	72.50%	73.50%	74.50%	75.30%
3.40%	57.60%	59.10%	60.60%	62.10%	63.50%	64.90%	66.20%	67.30%	68.40%	69.30%	70.30%	71.30%	72.40%
3.60%	55.80%	57.40%	58.90%	60.30%	61.60%	62.80%	64.10%	65.40%	66.60%	67.80%	68.90%	70.00%	71.20%
3.80%	53.90%	55.60%	57.10%	58.60%	60.10%	61.30%	62.70%	64.00%	65.20%	66.50%	67.70%	68.80%	69.90%
4.00%	52.00%	53.70%	55.40%	56.90%	58.40%	59.90%	61.30%	62.60%	63.90%	65.10%	66.40%	67.60%	68.70%
4.20%	50.00%	51.80%	53.50%	55.20%	56.80%	58.30%	59.80%	61.20%	62.50%	63.80%	65.10%	66.30%	67.50%
4.40%	48.30%	49.90%	51.70%	53.40%	55.10%	56.60%	58.20%	59.80%	61.20%	62.50%	63.80%	65.00%	66.30%
4.60%	46.70%	48.30%	49.90%	51.70%	53.30%	55.00%	56.60%	58.20%	59.80%	61.20%	62.50%	63.80%	65.10%
4.80%	45.00%	46.70%	48.30%	49.90%	51.70%	53.40%	55.10%	56.90%	58.50%	60.10%	61.50%	62.80%	64.10%
5.00%	43.10%	45.00%	46.80%	48.40%	50.00%	51.80%	53.70%	55.40%	57.10%	58.70%	60.30%	61.60%	62.90%
5.20%	41.30%	43.30%	45.20%	46.90%	48.50%	50.40%	52.20%	53.90%	55.60%	57.30%	58.90%	60.40%	61.80%
5.40%	38.90%	41.50%	43.40%	45.30%	47.00%	48.90%	50.70%	52.50%	54.20%	55.90%	57.50%	59.10%	60.60%
5.60%	35.40%	39.30%	41.70%	43.70%	45.50%	47.30%	49.20%	51.00%	52.80%	54.50%	56.20%	57.90%	59.60%

Fitch Test Matrix 4: 23 per cent. concentration limit for any 10 Obligors; 12.5 per cent. maximum percentage of Fixed Rate Collateral Debt Obligations

Fitch Minimum Weighted Average Spread	Fitch Weighted Average Rating Factor												
	28	29	30	31	32	33	34	35	36	37	38	39	40
2.40%	77.40%	78.40%	79.30%	80.10%	80.90%	81.70%	82.50%	83.30%	84.00%	84.60%	85.30%	86.10%	86.60%
2.60%	73.40%	74.60%	75.70%	76.70%	77.60%	78.60%	79.60%	80.50%	81.30%	82.10%	82.80%	83.50%	84.10%
2.80%	69.00%	70.40%	71.90%	73.30%	74.60%	75.70%	76.80%	77.80%	78.70%	79.50%	80.30%	81.20%	81.90%
3.00%	65.30%	66.90%	68.40%	69.80%	71.20%	72.50%	73.80%	74.90%	75.90%	76.90%	77.70%	78.50%	79.30%
3.20%	61.10%	62.90%	64.70%	66.30%	67.80%	69.20%	70.60%	71.90%	73.10%	74.30%	75.30%	76.10%	77.10%
3.40%	58.00%	59.70%	61.60%	63.30%	64.90%	66.30%	67.70%	69.00%	70.20%	71.50%	72.70%	74.40%	76.00%
3.60%	56.40%	58.00%	59.60%	61.00%	62.20%	63.50%	64.60%	66.00%	67.90%	69.50%	71.30%	73.10%	74.90%
3.80%	54.50%	56.20%	57.70%	59.20%	60.60%	61.90%	63.30%	64.70%	66.50%	68.20%	70.00%	71.80%	73.60%
4.00%	52.50%	54.40%	56.20%	57.90%	59.50%	60.90%	62.20%	63.50%	65.10%	67.00%	68.80%	70.50%	72.40%
4.20%	51.10%	53.10%	55.00%	56.70%	58.30%	59.90%	61.20%	62.50%	64.00%	65.70%	67.50%	69.30%	71.00%
4.40%	49.80%	51.80%	53.70%	55.60%	57.20%	58.70%	60.20%	61.50%	62.80%	64.50%	66.20%	67.90%	69.60%
4.60%	48.70%	50.50%	52.50%	54.30%	56.00%	57.60%	59.10%	60.50%	61.80%	63.20%	64.80%	66.50%	68.20%
4.80%	47.50%	49.30%	51.00%	52.90%	54.60%	56.20%	57.70%	59.10%	60.50%	61.90%	63.50%	65.10%	66.90%
5.00%	45.90%	47.60%	49.30%	51.00%	52.80%	54.50%	56.10%	57.60%	59.00%	60.60%	62.30%	63.90%	65.50%
5.20%	44.20%	46.00%	47.70%	49.30%	51.10%	53.00%	54.80%	56.50%	57.90%	59.30%	61.00%	62.70%	64.30%
5.40%	42.70%	44.60%	46.40%	48.20%	49.80%	51.50%	53.30%	54.90%	56.40%	58.30%	60.10%	61.70%	63.20%
5.60%	41.40%	43.20%	44.90%	46.70%	48.30%	49.90%	51.60%	53.50%	55.50%	57.30%	59.00%	60.60%	62.20%

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, *provided that* for the purposes of this definition, in respect of any Current Pay Obligation that has a Fitch Rating of "D" or "RD" at the time that the Issuer entered into a binding commitment to acquire such Current Pay Obligation, the Fitch Rating Factor for such Current Pay Obligation shall be determined by reference to a Fitch Rating of "D" or "RD" (as applicable). For the avoidance of doubt, (i) the Fitch Rating for such Current Pay Obligation shall not be determined by reference to proviso (ii) of the "Fitch Rating" definition and (ii) following a subsequent upgrade or downgrade to such Current Pay Obligation the Fitch Rating for such Current Pay Obligation shall be determined by reference to proviso (ii) 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.

Fitch Rating	**Fitch Rating Factor**
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 lesser of (i) the Reinvestment Target Par Balance and (ii) the Aggregate Principal Balance of all Collateral Debt Obligations, excluding Defaulted Obligations, and rounding up to the nearest 0.1 per cent., *provided that* if the balance in the Principal Account after giving effect to (x) 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 (which for the avoidance of doubt shall be excluded from this balance), and (y) 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 (which for the avoidance of doubt shall be included in this balance), is a negative amount, the absolute value of such amount will be added to the Reinvestment Target Par Balance for the purpose of calculating the Fitch Weighted Average Recovery Rate.

"**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):

Fitch recovery rating	**Fitch recovery rate (%)**
RR1	95.0
RR2	80.0
RR3	60.0
RR4	40.0
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.

	Group 1	**Group 2**	**Group 3**
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 business 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 80.0 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 Tests 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 Principal 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 S&P CDO Monitor Test

The "**S&P CDO Monitor Test**" is a test that will be satisfied on any Measurement Date on or after the Effective Date and during the Reinvestment Period if, after giving effect to the purchase of a Collateral Debt Obligation, the S&P CDO Adjusted BDR is equal to or greater than the S&P CDO SDR. The S&P CDO Monitor Test shall only be applicable to the Class A Notes.

"**S&P CDO Adjusted BDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

BDR * (A/B) + (B-A) / (B * (1-WARR))

where

Term	Meaning
BDR	S&P CDO BDR
A	Target Par Amount
B	S&P Collateral Principal Amount
WARR	S&P Weighted Average Recovery Rate

"**S&P CDO BDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

C0 + (C1 * WAS) + (C2 * WARR),

Where

Term	Meaning
C0	Transaction-specific coefficients based on cash flow analysis done by S&P and provided to the Collateral Manager
C1	Transaction-specific coefficients based on cash flow analysis done by S&P and provided to the Collateral Manager
C2	Transaction-specific coefficients based on cash flow analysis done by S&P and provided to the Collateral Manager
WAS	S&P Weighted Average Spread
WARR	S&P Weighted Average Recovery Rate

"**S&P CDO SDR**" means the value calculated based on the following formula (or such other published formula by S&P that the Collateral Manager provides to the Collateral Administrator):

0.247621 + (SPWARF/9162.65) – (DRD/16757.2) – (ODM/7677.8) –(IDM/2177.56) – (RDM/34.0948) + (WAL/27.3896)

Where

Term	Meaning
SPWARF	S&P Weighted Average Rating Factor
DRD	S&P Default Rate Dispersion
ODM	S&P Obligor Diversity Measure
IDM	S&P Industry Diversity Measure
RDM	S&P Regional Diversity Measure
WAL	S&P Weighted Average Life

"**S&P CLO Specified Assets**" means Collateral Debt Obligations with an S&P Rating equal to or higher than "CCC-".

"**S&P Collateral Principal Amount**" means as of any Determination Date:

(a) the Aggregate Principal Balance of S&P CLO Specified Assets; plus

(b) without duplication, amounts (including Eligible Investments) on deposit in the (i) Collection Account representing Principal Proceeds, (ii) Principal Account and (iii) Unused Proceeds Account; plus

(c) in relation to Collateral Debt Obligations other than S&P CLO Specified Assets, the S&P Collateral Value of such Collateral Debt Obligations.

"**S&P Cov-Lite Loan**" means a Collateral Debt Obligation that is an interest in a loan, the Underlying Instruments for which do not (i) contain any financial covenants or (ii) 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).

"**S&P Default Rate Dispersion**" means the value calculated by multiplying the Principal Balance for each S&P CLO Specified Asset by the absolute value of the difference between the S&P Global Ratings Factor for such S&P CLO Specified Asset and the S&P Weighted Average Rating Factor, then summing the results for all S&P

CLO Specified Assets, and dividing this amount by the Aggregate Principal Balance of the S&P CLO Specified Assets.

"**S&P Global Ratings Factor**" means, for each S&P CLO Specified Asset, the five year asset default rate given the S&P CLO Specified Asset's S&P Rating and the default table in S&P's Corporate CLO Criteria (as currently published by S&P on 21 June 2019 in "*Global Methodology and Assumptions for CLOs and Corporate CDOs*" or such other published table by S&P that the Collateral Manager provides to the Collateral Administrator) multiplied by 10,000.

"**S&P Weighted Average Spread**" means the sum of (a) (i) the Weighted Average Floating Spread *minus* (ii) the Aggregate Excess Funded Spread and (b) the Weighted Average Coupon Adjustment Percentage.

S&P Rating	**S&P Global Rating Factor**
AAA	13.51
AA+	26.75
AA	46.36
AA-	63.90
A+	99.50
A	146.35
A-	199.83
BBB+	271.01
BBB	361.17
BBB-	540.42
BB+	784.92
BB	1233.63
BB-	1565.44
B+	1982.00
B	2859.50
B-	3610.11
CCC+	4641.40
CCC	5293.00
CCC-	5751.10
CC	10000.00
SD	10000.00
D	10000.00

"**S&P Industry Classification Group**" means an industry classification set out in the table below or as otherwise modified, amended or replaced by S&P from time to time:

Asset Code	**Asset Description**
1020000	Energy Equipment and Services
1030000	Oil, Gas and Consumable Fuels
2020000	Chemicals
2030000	Construction Materials
2040000	Containers and Packaging
2050000	Metals and Mining
2060000	Paper and Forest Products
3020000	Aerospace and Defense
3030000	Building Products
3040000	Construction and Engineering
3050000	Electrical Equipment
3060000	Industrial Conglomerates
3070000	Machinery
3080000	Trading Companies and Distributors
3110000	Commercial Services and Supplies
3210000	Air Freight and Logistics
3220000	Airlines

3230000	Marine
3240000	Road and Rail
3250000	Transportation Infrastructure
4011000	Auto Components
4020000	Automobiles
4110000	Household Durables
4120000	Leisure Products
4130000	Textiles, Apparel and Luxury Goods
4210000	Hotels, Restaurants and Leisure
4300001	Entertainment
4300002	Interactive media and services
4310000	Media
4410000	Distributors
4420000	Internet and Catalog Retail
4430000	Multiline Retail
4440000	Specialty Retail
5020000	Food and Staples Retailing
5110000	Beverages
5120000	Food Products
5130000	Tobacco
5210000	Household Products
5220000	Personal Products
6020000	Healthcare Equipment and Supplies
6030000	Healthcare Providers and Services
6110000	Biotechnology
6120000	Pharmaceuticals
7011000	Banks
7020000	Thrifts and Mortgage Finance
7110000	Diversified Financial Services
7120000	Consumer Finance
7130000	Capital Markets
7210000	Insurance
7310000	Real Estate Management and Development
7311000	Real Estate Investment Trusts (REITs)
8020000	Internet Software and Services
8030000	IT Services
8040000	Software
8110000	Communications Equipment
8120000	Technology Hardware, Storage and Peripherals
8130000	Electronic Equipment, Instruments and Components
8210000	Semiconductors and Semiconductor Equipment
9020000	Diversified Telecommunication Services
9030000	Wireless Telecommunication Services
9520000	Electric Utilities
9530000	Gas Utilities
9540000	Multi-Utilities
9550000	Water Utilities
9551701	Diversified Consumer Services
9551702	Independent Power and Renewable Electricity Producers
9551727	Life Sciences Tools and Services
9551729	Health Care Technology
9612010	Professional Services
1000-1099	Reserved

"**S&P Industry Diversity Measure**" means the value calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each S&P Industry Classification Group, then dividing each of these

amounts by the Aggregate Principal Balance of the S&P CLO Specified Assets from all the industries, then squaring the result for each industry, and then taking the reciprocal of the sum of these squares.

"**S&P Obligor Diversity Measure**" means the value calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets from each Obligor and its affiliates, then dividing each of these amounts by the Aggregate Principal Balance of all S&P CLO Specified Assets from all the Obligors in the Portfolio, then squaring the result for each Obligor, then taking the reciprocal of the sum of these squares.

"**S&P Recovery Identifier**" means, with respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the identifier published by S&P, incorporating the S&P Recovery Rating and the S&P Recovery Range based upon the tables set forth in Annex B (*S&P Recovery Rates*) hereto.

"**S&P Recovery Range**" means, with respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the upper or lower range assigned by S&P for a given S&P Recovery Rating based upon the tables set forth in Annex B (*S&P Recovery Rates*) hereto.

The "**S&P Recovery Rate**" means, in respect of each Collateral Debt Obligation and an assumed S&P Rating of "AAA", an S&P Recovery Rate determined in accordance with the Collateral Management Agreement or as advised by S&P. Extracts of the S&P Recovery Rates applicable under the Collateral Management Agreement are set out in Annex B (*S&P Recovery Rates*) of this Offering Circular.

"**S&P Regional Diversity Measure**" means the value calculated by determining the Aggregate Principal Balance of the S&P CLO Specified Assets within each Standard & Poor's region categorization (set out in the "*CDO Evaluator Country Codes, Regions and Recovery Groups*" table in Annex B (*S&P Recovery Rates*) hereto), or such other published table by S&P that the Collateral Manager provides to the Collateral Administrator), then dividing each of these amounts by the Aggregate Principal Balance of the S&P CLO Specified Assets from all regions in the portfolio, then squaring the result for each region, then taking the reciprocal of the sum of these squares.

"**S&P Weighted Average Life**" means the value calculated by determining the number of years between the current date and the maturity date of each S&P CLO Specified Asset, then multiplying each S&P CLO Specified Asset's Principal Balance by such number of years, and then summing this amount of all S&P CLO Specified Assets, and dividing this amount by the Aggregate Principal Balance of all S&P CLO Specified Assets.

"**S&P Weighted Average Rating Factor**" means the value calculated by multiplying the Principal Balance for each S&P CLO Specified Asset by its S&P Global Ratings Factor, then summing the results of all S&P CLO Specified Assets, and then dividing this result by the Aggregate Principal Balance of the S&P CLO Specified Assets.

"**S&P Weighted Average 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 (excluding Purchased Accrued Interest) of each Collateral Debt Obligation, by its S&P Recovery Rate, dividing such sum by the Aggregate Principal Balance of all Collateral Debt Obligations and rounding up to the nearest 0.1 per cent. For the purposes of this rate, the Principal Balance of any Defaulted Obligation shall be deemed to be zero.

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 quarter, which shall be determined by rounding up to the nearest 0.25 years) during the period from the earlier of (i) such Measurement Date; and (ii) the end of the Reinvestment Period, to 29 May 2028.

"**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,

provided however, that if the Aggregate Principal Balance of all Collateral Debt Obligations is greater than the Reinvestment Target Par Balance, an aggregate Principal Balance of Collateral Debt Obligations in excess thereof shall be excluded for the purposes of this definition with the Collateral Debt Obligations with the longest Collateral Debt Obligation Stated Maturity deemed to constitute such excess.

"**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 Fitch Minimum Weighted Average Spread Test

The "**Fitch Minimum Weighted Average Spread Test**" means the test which will be satisfied if, as at any Measurement Date from (and including) the Effective Date, the Weighted Average Floating Spread *plus* the Weighted Average Coupon Adjustment Percentage equals or exceeds the Fitch Minimum Weighted Average Spread, in each case as at such Measurement Date.

"**Fitch Minimum Weighted Average Spread**" means the weighted average spread (expressed as a percentage) applicable to the Fitch Test Matrices.

"**Weighted Average Floating Spread**" as of any Measurement Date, is the number obtained by dividing:

(a) the amount equal to (i) the Aggregate Funded Spread plus (ii) the Aggregate Unfunded Spread plus (iii) the Aggregate Excess Funded Spread; by

(b) an amount equal to (i) the Aggregate Principal Balance of all Floating Rate Collateral Debt Obligations as of such Measurement Date, in respect of any Deferring Security excluding any interest that has been deferred and capitalised thereon and (ii) the Aggregate Principal Balance of all Fixed Rate Collateral Debt Obligations which are subject to an Interest Rate Hedge Transaction which swaps the fixed rate on such Collateral Debt Obligation for a floating rate,

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 *provided* that for the purposes of the calculation of the Effective Date Non-Model CDO Monitor Test the adjustments set out in the definition thereof shall apply.

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 only the required non-deferrable, 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); provided that for purposes of this definition, the interest rate spread will be deemed to be, with respect to any Floating Rate Collateral Debt Obligation that has a EURIBOR floor, (i) the stated interest rate spread plus, (ii) if positive, (x) the EURIBOR floor value minus (y) the greater of (A) EURIBOR as in effect for the current accrual period and (B) zero (for the purposes of this paragraph (a) only, each reference to "EURIBOR" so far as it relates to a Collateral Debt Obligation shall mean EURIBOR as determined pursuant to the Underlying Instrument in respect of such Collateral Debt Obligation);

(b) in the case of each Floating Rate Collateral Debt Obligation (including only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Non-Euro Obligations, Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) that bears interest at a spread over an index other than EURIBOR, (i) the excess of the sum of such spread and such index over the EURIBOR rate that has an equivalent frequency and setting date to the corresponding interest rate in respect of such Floating Rate Collateral Debt Obligation as of the immediately preceding interest determination date pursuant to the relevant Underlying Instrument (which spread or excess may be expressed as a negative percentage) multiplied by (ii) the Principal Balance of each such Collateral Debt Obligation (excluding the unfunded portion of any Delayed Drawdown Collateral Debt Obligation or Revolving Obligation);

(c) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligation and Revolving Obligation) and subject to a Currency Hedge Transaction, (i) (A) the sum of the stated interest rate spread over EURIBOR (in respect of the applicable Hedge Agreement) payable by the applicable Currency Hedge Counterparty to the Issuer under the related Currency Hedge Transaction plus (B) in circumstances where the relevant Non- Euro Obligation contains a floor in its interbank offered reference rate, the excess rate of interest (if any) of such floor over the available interbank offered reference rate on the Measurement Date under the applicable Currency Hedge Transaction, multiplied by (x) in the case of Non-Euro Obligations denominated in U.S. Dollars, Sterling, Danish Krone, Swiss Frances, Swedish Krona or Norwegian Krone, 0.85; and (y) in the case of Non-Euro Obligations denominated in any other Qualifying Currency, 0.50, and (ii) the Principal Balance of such Non-Euro Obligation; and

(d) in the case of each Floating Rate Collateral Debt Obligation which is a Non-Euro Obligation (including, only the required non-deferrable, current cash pay interest required by the Underlying Instruments thereon and excluding Defaulted Obligations, Deferring Securities 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 annual interest amount payable by the relevant obligor converted to Euro at the applicable Spot Rate of Exchange multiplied by (A) in the case of Non-Euro Obligations denominated in U.S. Dollars, Sterling, Danish Krone, Swiss Frances, Swedish Krona or Norwegian Krone, 0.85; and (B) in the case of Non-Euro Obligations denominated in any other Qualifying Currency, 0.50, 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 outstanding Principal Balance of such Non-Euro Obligation,

provided that for such purpose:

(i) a Fixed Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the fixed rate on such Collateral Debt Obligation for a floating rate shall be treated as a Floating Rate Collateral Debt Obligation with a stated spread and index equal to the stated or applicable floating rate payable by the applicable Interest Rate Hedge Counterparty to the Issuer under such Interest Rate Hedge Transaction; and

(ii) a Floating Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the floating rate on such Collateral Debt Obligation for a fixed rate shall be disregarded,

provided that, in the case of each Floating Rate Collateral Debt Obligation (which is currently not paying the EURIBOR component of such interest required thereon), the Principal Balance on such Collateral Debt Obligation shall, only to the extent that EURIBOR is positive at the relevant time, be multiplied by EURIBOR and subtracted from the calculation above.

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 related commitment fee then in effect as of such date and (ii) the undrawn commitments of each such Delayed Drawdown Collateral Debt Obligation and Revolving Obligation as of such date.

The "**Aggregate Excess Funded Spread**" is, as of any Measurement Date, the amount obtained by multiplying:

(a) 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 (x) for any Deferring Security, any interest that has been deferred and capitalised thereon and (y) the Principal Balance of any Defaulted Obligation and (z) the principal balance of any Fixed Rate Collateral Debt Obligation) as of such 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.

The "**Weighted Average Coupon Adjustment Percentage**" means a percentage equal as of any Measurement Date to a number obtained by multiplying (a) the result of the Weighted Average 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, provided that there will be an adjustment in each case for any withholding tax deducted in respect of the relevant obligation which is neither grossed up nor recoverable under any applicable double tax treaty.

The "**Reference Weighted Average Fixed Coupon**" means, if any of the Collateral Debt Obligations are Fixed Rate Collateral Debt Obligations, 4.75 per cent., and otherwise, 0 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 and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations.

The "**Aggregate Coupon**" is, as of any Measurement Date, the sum of:

(a) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation and subject to a 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 fixed rate payable by the applicable currency Hedge Counterparty to the Issuer under the related Currency Hedge Transaction and (y) the Principal Balance of such Non-Euro Obligation;

(b) with respect to any Fixed Rate Collateral Debt Obligation which is a Non-Euro Obligation which is not subject to a Currency Hedge Transaction and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, an amount (converted into Euro at the Spot Rate) equal to 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; and

(c) with respect to all other Fixed Rate Collateral Debt Obligations and excluding Defaulted Obligations, Deferring Securities and the unfunded portion of any Delayed Drawdown Collateral Debt Obligations and Revolving Obligations, the sum of the products obtained by multiplying, in the case of each Fixed Rate Collateral Debt Obligation (including, for any Collateral Debt Obligation, only the required, non-deferrable current cash pay interest required by the Underlying Instruments thereon), (x) the stated coupon on such Collateral Debt Obligation expressed as a percentage and (y) the Principal Balance of such Collateral Debt Obligation,

provided that for such purpose:

(i) a Floating Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the floating rate on such Collateral Debt Obligation for a fixed rate shall be treated as a Fixed Rate Collateral Debt Obligation with a stated coupon equal to the stated fixed rate payable by the applicable Interest Rate Hedge Counterparty to the Issuer under such Interest Rate Hedge Transaction; and

(ii) a Fixed Rate Collateral Debt Obligation which is subject to an Interest Rate Hedge Transaction which swaps the fixed rate on such Collateral Debt Obligation for a floating rate shall be disregarded.

Rating Definitions

S&P Ratings Definitions

The "**S&P Rating**" means, with respect to any Collateral Debt Obligation will be, as of any date of determination, the rating determined in accordance with the following methodology:

(a) if there is an S&P Issuer Credit Rating of the issuer of such Collateral Debt Obligation by S&P as published by S&P, or the guarantor which unconditionally and irrevocably guarantees such Collateral Debt Obligation (such guarantee to comply with the current S&P criteria on guarantees), then the S&P Rating shall be such rating (regardless of whether there is a published rating by S&P on the Collateral Debt Obligations of such issuer, held by the Issuer, *provided that* private ratings (that is, ratings provided at the request of the Obligor) may be used for purposes of this definition if the related Obligor has consented to the disclosure thereof and a copy of such consent has been provided to S&P);

(b) if, there is no S&P Issuer Credit Rating of the issuer or guarantor by S&P but:

(i) there is a senior secured rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category below such rating;

(ii) if clause (i) above does not apply, but there is a senior unsecured rating on any obligation or security of the issuer, the S&P Rating of such Collateral Debt Obligation shall equal such rating; and

(iii) if neither clause (i) nor clause (ii) above applies, but there is a subordinated rating on any obligation or security of the issuer, then the S&P Rating of such Collateral Debt Obligation shall be one sub-category above such rating;

(c) with respect to any Collateral Debt Obligation that is a Current Pay Obligation, the S&P Rating applicable to such obligation shall be the issue level rating thereof and if there is no such issue level rating, the S&P Rating applicable to such Current Pay Obligation shall be "CCC-";

(d) with respect to any Collateral Debt Obligation, that is a Corporate Rescue Loan:

(i) falling within paragraph (a) of the definition of Corporate Rescue Loan, and if S&P has assigned a public rating to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such public rating; or

(ii) falling within paragraph (b) of the definition of Corporate Rescue Loan, and if S&P has assigned an S&P Issuer Credit Rating, or a credit estimate to such Corporate Rescue Loan, the S&P Rating for such Corporate Rescue Loan shall be such S&P Issuer Credit Rating or credit estimate (as applicable) *provided that* if no S&P Issuer Credit Rating or credit estimate is available but S&P has issued a public rating for such Corporate Rescue Loan then such public rating after notching in accordance with limb (b) above shall be the S&P Rating; or

(iii) upon application by the Issuer (or the Collateral Manager on behalf of the Issuer) to S&P for a credit estimate, the applicable Corporate Rescue Loan shall be deemed to have an S&P Rating of "D"; and

(e) if there is no rating by S&P on the issuer or on an obligation of the issuer, then the S&P Rating may be determined (other than in the case of Corporate Rescue Loans) pursuant to paragraphs (i) and (ii) below:

(i) if such an obligation of the issuer is not a Corporate Rescue Loan and is publicly rated by Moody's or Fitch and any successors thereto, then the S&P Rating will be determined in accordance with the methodologies for establishing the S&P Rating set forth above except that the S&P Rating of such obligation will be (A) one sub-category below the S&P equivalent of the (i) Moody's rating if such Moody's rating is "Baa3" or higher or (ii) Fitch rating if such Fitch rating is "BBB-" or higher and (B) two sub-categories below the S&P equivalent of the (i) Moody's rating if such Moody's rating is "Ba1" or lower or (ii) Fitch rating if such Fitch rating is "BB+" or lower, provided that in each case, if the Aggregate Principal Balance of Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(i) exceeds 15.0 per cent. of the Aggregate Principal Balance, the S&P Rating of the excess of the Aggregate Principal Balance of the Collateral Debt Obligations where the S&P Rating is determined pursuant to this paragraph (e)(i) over an amount equal to 15.0 per cent. of the Aggregate Collateral Balance (calculated for this purpose on the basis that the Principal Balance of each Defaulted Obligation is its S&P Collateral Value) shall be "CCC-" (for the purposes of this paragraph (e)(i), the Collateral Debt Obligations whose S&P Rating is determined pursuant to this paragraph (e)(i) with the lowest S&P Collateral Value (expressed as a percentage of the Principal Balance of such Collateral Debt Obligation as of the relevant date of determination) shall be determined to comprise such excess);

(ii) the S&P Rating may be based on a credit estimate provided by S&P, and in connection therewith, the Issuer, the Collateral Manager on behalf of the Issuer or the issuer of such Collateral Debt Obligation shall, prior to or within thirty calendar days after the acquisition of such Collateral Debt Obligation, apply (and concurrently submit all available information in respect of such application) to S&P for a credit estimate which shall be its S&P Rating; provided that, if such information is submitted within such thirty day period, then, for a period of up to ninety calendar days after acquisition of such Collateral Debt Obligation shall have an S&P Rating as determined by the Collateral Manager in its sole discretion if (A) the Collateral Manager certifies to the Trustee and the Collateral Administrator (upon which certificate the Trustee and the Collateral Administrator shall rely absolutely and without enquiry or liability) that it believes that such S&P Rating determined by the Collateral Manager is commercially reasonable and that the S&P Rating will be at least equal to such rating and (B) the Aggregate Principal Balance of the Collateral Debt Obligations subject to an S&P Rating determined by the Collateral Manager in accordance with (A) does not exceed 5.0 per cent. of the Aggregate Principal Balance (for such purpose, the Principal Balance of all Defaulted Obligations shall be their S&P Collateral Value); provided further that (x) if such information is not submitted within such thirty day period and (y) following the end of the ninety day period set forth above, pending receipt from S&P of such estimate, the Collateral Debt Obligation shall have an S&P Rating of "CCC-"; unless, in the case of clause (y) above, during such ninety day period, the Collateral Manager has requested the extension of such period and S&P, in its sole discretion, has granted such request; provided further that if the Collateral Debt Obligation has had a public rating by S&P that S&P has withdrawn or suspended within six months prior to the date of such application for a credit estimate in respect of such Collateral Debt Obligation, the S&P Rating in respect thereof shall be "CCC-", pending receipt from S&P of such estimate and S&P may elect not to provide such estimate until a period of six months have elapsed after the withdrawal or suspension of the public rating; provided further that such credit estimate shall expire twelve months after the acquisition of such Collateral Debt Obligation, following which such Collateral Debt Obligation shall have an S&P Rating of "CCC-" unless, during such twelve-month period, the Issuer (or the Collateral Manager acting on behalf of the Issuer) applies for renewal thereof in accordance with the Collateral Management Agreement in which case such credit estimate shall continue to be the S&P Rating of such Collateral Debt Obligation until S&P has confirmed or revised such credit estimate, upon which such confirmed or revised credit estimate shall be the S&P Rating of such Collateral Debt Obligation; provided further that such confirmed or revised credit estimate shall expire on the next succeeding twelve-month anniversary of the date of the acquisition of such Collateral Debt Obligation and (when renewed annually in accordance with the Collateral Management Agreement) on each twelve-month anniversary thereafter; and

(iii) with respect to a Collateral Debt Obligation that is not a Defaulted Obligation, the S&P Rating of such Collateral Debt Obligation will at the election of the Issuer (at the direction of the Collateral Manager) be "CCC-"; provided that (i) neither the Obligor of such Collateral Debt Obligation nor any of its Affiliates are subject to any bankruptcy or reorganisation proceedings; (ii) the Obligor thereof has not defaulted on any payment obligation in respect of any debt security or other obligation of such Obligor at any time within the two year period ending on such date of determination and all such debt securities and other obligations of the Obligor are current and the Collateral Manager reasonably expects them to remain current; and (iii) the Collateral Debt Obligation is current and the Collateral Manager reasonably expects it to remain current,

and provided that, for purposes of the determination of the S&P Rating, (x) if the applicable rating assigned by S&P to an Obligor or its obligations is on "credit watch positive" by S&P, such rating will be treated as being one sub-category above such assigned rating, (y) if the applicable rating assigned by S&P to an Obligor or its obligations is on "credit watch negative" by S&P, such rating will be treated as being one sub-category below such assigned rating and (z) only ratings assigned on the basis of ongoing surveillance (including any rating assigned by Moody's or Fitch) will be applicable for the purposes of determining the S&P Rating of a Collateral Debt Obligation, and provided further that in the case only where the S&P Rating is derived from a rating assigned by Moody's or Fitch then the rating assigned by Moody's from which such S&P Rating is derived shall (x) if the applicable rating assigned by Moody's or Fitch to an Obligor or its obligations is on "credit watch positive" by Moody's or "rating watch positive" by Fitch, be treated as being one sub category above such assigned rating and (y) if the applicable rating assigned by Moody's to an Obligor or its obligations is on "credit watch negative" by Moody's or "rating watch negative" by Fitch, such rating will be treated as being one sub-category below such assigned rating; and with respect to any Collateral Debt Obligation whose rating cannot be determined using any of the steps set out in paragraphs (a) to (d) above, the S&P Rating for such Collateral Debt Obligation shall be "CC".

"**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.

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 10.0 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:

(i) 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

(ii) 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:

(A) Fitch, then the rating used to determine the Fitch Rating above shall be one rating subcategory below such rating by Fitch;

(B) 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

(C) 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

(y) 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:

Rating Type	Applicable Rating Agency(ies)	Issue rating	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 senior)	Fitch, Moody's or S&P	"B+" / "B1" or above	+1
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.

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	127.9%
Class A/B Interest Coverage Test	120.0%
Class C Par Value Test	118.8%
Class C Interest Coverage Test	110.0%
Class D Par Value Test	111.6%
Class D Interest Coverage Test	105.0%
Class E Par Value Test	105.5%
Class F Par Value Test	103.5%

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 will appoint 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

Unless the Issuer has ceased to rely on Rule 3a-7, the Collateral Manager shall cause the Issuer to be exclusively engaged in: (A) purchasing, holding and selling "eligible assets" (as defined in Rule 3a-7); and (B) activities related to or incidental to investment in such eligible assets. The Issuer grants to the Collateral Manager full authority (subject to the provisions of the Collateral Management Agreement (including but not limited to the Trading Requirements and other provisions related to Rule 3a-7) 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 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 (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;

(s) assist the Issuer in fulfilling any Irish STS Obligations and its obligations as the designated reporting party under the EU Disclosure Requirements; and

(t) 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.

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**").

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 in respect of the immediately preceding Due Period, a subordinated collateral management fee equal to 0.35 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), as determined by the Collateral Administrator, which collateral management fee will be payable senior to the payments on the Subordinated Notes, but subordinated to the Rated Notes in accordance with the Priorities of Payment (such fee, the "**Subordinated Collateral Management Fee**").

In addition to the Senior Collateral Management Fee and the Subordinated Collateral Management Fee, the Collateral Manager (and/or, at its direction, an Affiliate of the Collateral Manager) will receive an 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.

The Incentive Collateral Management Fee IRR Threshold is, at the Issue Date, 12.0 per cent. The Collateral Manager may, by giving 3 Business Days' prior written notice to each of the Issuer, the Trustee and the Collateral Administrator, elect to increase the Incentive Collateral Management Fee IRR Threshold.

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.

If amounts distributable on any Payment Date in accordance with the Priorities of Payment are insufficient to pay the Collateral Management Fees in full, then a portion of the applicable Collateral Management Fee 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 due to be paid to it on a Payment Date, may elect to:

(a) defer any Senior Collateral Management Fees and/or Subordinated Collateral Management Fees;

(b) irrevocably waive any Senior Collateral Management Fees and/or Subordinated Collateral Management Fees and/or Incentive Collateral Management Fees; and/or

(c) direct payment by the Issuer of any of the Collateral Manager's Senior Collateral Management Fees and/or Subordinated 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 paragraph (a) or irrevocably waived pursuant to (b) above shall be applied in accordance with the Priorities of Payment. Any amounts so irrevocably waived pursuant to paragraph (b) 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 (c) above will cease to become due and payable to the Collateral Manager upon proper receipt of those amounts by the nominated party.

To the extent that the Collateral Manager elects to defer all or a portion thereof and later rescinds such deferral election, the Deferred Senior Collateral Management Amounts and/or Deferred Subordinated Collateral Management Amounts, as applicable, will be payable on subsequent Payment Dates in accordance with the Priorities of Payment.

Any due and unpaid Collateral Management Fees including Deferred Senior Collateral Management Amounts and Deferred Subordinated Collateral Management 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). In addition, in accordance with the Priorities of Payment, 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 for reinvestment in Collateral Debt Obligations the Senior Collateral Management Fee and/or subject to and in accordance with Condition 3(c)(i)(W)(1) (*Application of Interest Proceeds*), to designate for reinvestment in Collateral Debt Obligations the Subordinated Collateral Management Fee.

The Collateral Management Agreement provides 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 (together with any irrecoverable VAT in respect thereof subject to the receipt of a valid VAT invoice) include, but are not limited to:

(a) legal advisers, consultants, rating agencies, accountants, brokers and other professionals retained by the Issuer or the Collateral Manager (on behalf of the Issuer);

(b) 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;

(c) any: (A) irrecoverable VAT in respect of any of the expenses described paragraphs (a)-(b) above, paragraphs (d)-(v) below or any other expenses the Collateral Manager is permitted to be reimbursed for; (B) stamp duty and similar transfer taxes; (C) regulatory and governmental charges (including any pecuniary sanctions arising under Article 32 of the Securitisation Regulation in relation to a failure to meet the EU Disclosure Requirements); and (D) insurance premiums;

(d) any and all costs and expenses incurred in connection with the acquisition, disposition of investments on behalf of the Issuer (whether or not actually consummated) and management thereof, including attorneys' fees and disbursements;

(e) preparing reports to the Issuer, the Collateral Administrator and the holders of the Notes;

(f) reasonable travel expenses (including without limitation airfare, meals, lodging and other transportation) undertaken in connection with the performance by the Collateral Manager of its

duties pursuant to the Transaction Documents (including for the avoidance of doubt, travel expenses incurred in connection with the attendance of the Collateral Manager's officers and employees at any bank or due diligence meetings), for the avoidance of doubt and in each case, whether or not an acquisition or disposition of investments is actually consummated as a result of such outgoings;

(g) expenses and costs in connection with communications or meetings with any investors or potential investors (including, for the avoidance of doubt expenses and costs in connection with any investor conferences);

(h) any broker or brokers in consideration of brokerage services provided to the Collateral Manager in connection with the sale or purchase of any Collateral Debt Obligation, Equity Security, Eligible Investment, or other assets received in respect thereof;

(i) bookkeeping, accounting or recordkeeping services obtained or maintained with respect to the Issuer (including those services rendered at the behest of the Collateral Manager);

(j) software programs licensed from a third party and used by the Collateral Manager in connection with servicing the Collateral;

(k) fees and expenses incurred in obtaining the Market Value of Collateral Debt Obligations (including without limitation fees payable to any nationally recognised pricing service);

(l) audits incurred in connection with any consolidation review;

(m) any fees, expenses or other amounts payable to the Rating Agencies, the Collateral Administrator, the Trustee or any independent certified public accountants of international reputation appointed by the Issuer;

(n) any fees or expenses incurred in connection with any default, restructuring or enforcement of any Collateral Debt Obligation;

(o) the fees and expenses of any legal advisers, consultants, or other professionals retained by the Issuer or the Collateral Manager on behalf of the Issuer in connection with the Collateral Manager's obligations under the Transaction Documents and the services provided by the Collateral Manager pursuant to the Collateral Management Agreement including legal due diligence and documentation reviews and other reviews in connection with such transactions, whether proposed transactions or transactions which are, in fact, consummated;

(p) expenses related to compliance-related matters and regulatory filings relating to the Issuer's activities;

(q) expenses and premiums related to the acquisition of professional liability insurance coverage for the benefit of the Issuer and its directors, where premiums and other such amounts have been paid by the Collateral Manager on behalf of the Issuer or the its directors;

(r) any other reasonable fees and expenses associated with the Issuer's investment activities and operations, including brokerage commissions, custodial fees, bank service fees, withholding and transfer fees, clearing and settlement fees, research costs and the Issuer's *pro rata* share of licensing fees for any software for record keeping;

(s) the reasonable costs and expenses in relation to the provision of any information required by the relevant authorities in connection with CRA3, the Dodd-Frank Act, the Securitisation Regulation and/or FATCA;

(t) the fees, costs and expenses incurred in assisting the Issuer with its compliance with the Securitisation Regulation and its own fees, costs and expenses related to compliance;

(u) the fees, costs and expenses incurred by the Collateral Manager in connection with satisfying the requirements of the Securitisation Regulation (including any expenses incurred by the Collateral Manager as a result of entering into amendments to the Transaction Documents which are required to ensure compliance with the Securitisation Regulation), in each case as applicable to the Issuer only, including any costs or fees related to additional due diligence or reporting requirements; and

(v) as otherwise agreed upon by the parties to the Collateral Management Agreement.

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 or managed 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, with reasonable care and in good faith, in a manner consistent with practices and procedures followed by reputable institutional managers of international standing relating to assets of the nature and character of the Collateral (the "**Standard of Care**"). To the extent not inconsistent with the foregoing, the Collateral Manager will be entitled to follow its customary and usual administrative policies and procedures in performing its duties under the Collateral Management Agreement. The Collateral Management Agreement will provide that the Collateral Manager will not be liable for any loss or damages resulting from any failure to satisfy the Standard of Care except to the extent outlined in the section below entitled "*Liability of the Collateral Manager*".

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 Initial Purchaser, the Sole Arranger, any of the Noteholders, any of their respective Affiliates, shareholders, managers, directors, officers, partners, agents or employees or any other Person for liabilities incurred by the Issuer, the Trustee, the Collateral Administrator, the Initial Purchaser, the Sole Arranger, any of the Noteholders, any of their respective Affiliates, shareholders, managers, directors, officers, partners, agents or employees or any other Person as a result of or 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 or gross negligence (with such term given its meaning under New York law) in the performance of the duties and obligations of the Collateral Manager under the express terms of the Collateral Management

Agreement or any other Transaction Document (it being understood and agreed that with respect to any action taken or to be taken by the Collateral Manager on the Issuer's behalf in connection with the purchase of any instrument or the entering into of any agreement, the Collateral Manager will be deemed to be acting in compliance with its duty of care as it relates to the risk of the Issuer being treated as engaged in a trade or business within the U.S., if such action does not violate certain tax restrictions set forth in the Collateral Management Agreement and subject to the related requirements set forth in the Collateral Management Agreement);

(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*" and "*The Collateral Manager*" and the information provided by the Retention Holder for inclusion in the Offering Circular, being that contained in the sections respectively therein headed "*Risk Factors – Risk Retention and Due Diligence Requirements – Originator Specific Obligations in relation to the Securitisation Regulation*" and "*The Retention Holder and EU Retention Requirement – Originator Specific Obligations in relation to the Securitisation Regulation*" each in respect of the third sentence under the second paragraph only, "*The Retention Holder and EU Retention Requirements – Description of the Retention Holder*", "*The Retention Holder and EU Retention Requirements – Origination*" and "*The Retention Holder and EU Retention Requirements – Retention Holder Credit Granting*" in respect of the third paragraph only.

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, to any and all liabilities and expenses incurred in any actions caused by or in connection with, the issuance of the Notes, the transactions contemplated by the Offering Circular or any Transaction Documents. The Collateral Manager (any Affiliates of the Collateral Manager, and their shareholders, directors, officers, members, attorneys, advisors, agents and employees) shall not be entitled to indemnification as a result of any actions or omissions constituting a Collateral Manager Breach. Any payment under the indemnity will be payable solely out of the Collateral as an Administrative Expense in accordance with the Priorities of Payment.

The Collateral Manager shall indemnify the Issuer, the Collateral Administrator and the Trustee 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.

Removal for Cause

The Collateral Management Agreement may be terminated and the Collateral Manager removed for Cause pursuant to the Collateral Management Agreement by: (a) the Issuer; or (b) the Issuer at the direction of: (i) the holders of the Controlling Class acting by Extraordinary Resolution; or (ii) the holders of the Subordinated Notes acting by Ordinary Resolution, (in each case, excluding Notes held by, for the benefit of, or on behalf of the Collateral Manager or any Collateral Manager Related Person) upon at least 30 calendar days' prior written notice to the Collateral Manager, the Trustee, the Hedge Counterparties, the Collateral Administrator and each Rating Agency.

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 the Collateral Debt Obligations) of the Collateral Management Agreement 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, 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);

(c) 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 60 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 60 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;

(d) the occurrence of an Event of Default specified in sub-paragraph (a)(i) (*Non-payment of Interest*) or sub-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

(e) 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 (e) (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 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 CM Removal Resolution and/or CM Replacement Resolution (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 CM Removal Resolution and/or CM Replacement Resolution (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).

EU Disclosure Requirements

Pursuant to the terms of the Collateral Management Agreement, the Collateral Administrator (on behalf of the Issuer) will be required to prepare certain reports with respect to the Collateral Debt Obligations. The Collateral Administrator will assist the Issuer and the Collateral Manager in compiling these reports in the manner set out in the Collateral Management Agreement. The Collateral Manager will agree in the Collateral Management Agreement that it will cooperate with the Collateral Administrator in the preparation of such reports.

Prior to the Transparency Reporting Effective Date the Collateral Administrator has also agreed to assist the Issuer in fulfilling its obligations as the designated reporting party under the EU Disclosure Requirements. In addition, following the Transparency Reporting Effective Date, the Collateral Administrator may also agree to assist the Issuer in fulfilling its obligations as the designated reporting party under the EU Disclosure Requirements, provided that, if the Collateral Administrator does not agree to provide such assistance, it will use reasonable endeavours to assist (at the request and cost of the Issuer) the Issuer in transferring all relevant information held by it to such other service provider. For the avoidance of doubt, to the extent the Collateral Administrator) has agreed to provide such services on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the EU Disclosure Requirements. In providing such services, the Collateral Administrator also assumes no responsibility or liability to any third party, including, any Noteholder or potential Noteholder, and including for their use and/or onward disclosure of such information, and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents (any such indemnities shall be payable as Administrative Expenses).

Transparency Reporting

As soon as reasonably practicable following the finalisation of the Transparency RTS and, if possible, prior to the Transparency Reporting Effective Date, the Issuer and the Collateral Manager shall propose in writing to the Collateral Administrator, the form, timing, frequency of distribution, method of distribution and content of the reporting related to the requirements of the Transparency RTS. The Collateral Administrator shall then consult with the Issuer and the Collateral Manager and, if it agrees to provide 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 compile such report another service provider may be engaged and the Collateral Manager shall assist the Issuer in this regard provided that, if the Collateral Administrator does not agree to provide such reporting, it will use reasonable endeavours to assist (at the request and cost of the Issuer) the Issuer in transferring all relevant information held by it to such other service provider.

For the avoidance of doubt, if the Collateral Administrator agrees to provide such services on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Securitisation Regulation. In providing such services, the Collateral Administrator also assumes no responsibility or liability to the Noteholders, any potential investor in the Notes or any other party (other than the Issuer) and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

Delegation and Transfers

The Collateral Manager may, without the consent of any party, 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 is permitted to assign its rights and delegate its material duties under the Collateral Management Agreement to any assignee or delegate provided that:

(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;

(b) prior written notice is given to the Trustee, the Collateral Administrator and 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 taxation in any jurisdiction other than Ireland or any diverted profits tax or similar tax or cause the Issuer to be engaged in a trade or business in the U.S. for U.S. federal income tax purposes or cause any other material adverse tax consequences to the Issuer and will not cause additional VAT to become payable by the Issuer or the assignee or delegate in respect of the Collateral Management Fees, whether directly, by way of reverse charge, or by way of a contractual reimbursement obligation;

(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; and

(f) such assignment or delegation will not cause the transaction described in this Offering Circular to be non-compliant with the EU Retention Requirements or, to the extent the U.S. Risk Retention Rules are applicable to the transaction described in the Transaction Documents, the U.S. Risk Retention Rules.

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:

(i) 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 additionally satisfied the successor requirements set therein, and has a substantially similar (or better) level of expertise;

(ii) such Affiliate is legally qualified to and has the Irish 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;

(iii) prior written notice is given to the Trustee, the Collateral Administrator and each Rating Agency then rating the Rated Notes;

(iv) such assignment or delegation will not cause the Issuer to become subject to net income taxation in any jurisdiction other than Ireland or any diverted profits tax or similar tax or cause the Issuer to be engaged in a trade or business in the U.S. for U.S. federal income tax purposes or cause any other material adverse tax consequences to the Issuer and will not cause additional VAT to become payable by the Issuer or the assignee or delegate in respect of the Collateral Management Fees, whether directly, by way of reverse charge, or by way of a contractual reimbursement obligation;

(v) such assignment or delegation will not cause the Issuer, the Collateral Manager or the Collateral to become required to register under the provisions of the Investment Company Act; and

(vi) 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, 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 by the Issuer. 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.

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 ADMINISTRATOR

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 Global Corporate Trust Limited, a limited company registered in England and Wales having the registration number 05521133 and a registered address at 125 Old Broad Street, Fifth Floor, London EC2N 1AR.

Termination and Resignation of Appointment of the Collateral Administrator

Pursuant to the terms of the Collateral Management Agreement, the Collateral Administrator may be removed: (a) without cause at any time upon at least 90 calendar days' prior written notice; or (b) with cause upon at least 10 calendar days' prior written notice by the Issuer at its discretion or the Trustee acting upon the written directions of the holders of the Subordinated Notes acting by way of Ordinary Resolution and subject to the Trustee being secured and/or indemnified and/or prefunded to its satisfaction. In addition the Collateral Administrator may also resign its appointment without cause on at least 45 calendar days' prior written notice and with cause upon at least 10 calendar days' prior written notice to the Issuer. No resignation or removal of the Collateral Administrator will be effective until a successor collateral administrator has been appointed pursuant to the terms of the Collateral Management Agreement.

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 S&P or Fitch counterparty criteria change and S&P 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 12.5 per cent. of the Aggregate Collateral Balance as Fixed Rate Collateral Debt Obligations, or, in relation to a Fitch Test Matrix elected by the Collateral Manager where such Fitch Test Matrix and/or the interpolation between the applicable Fitch Test Matrices 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 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 Conditions

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 for which a Payment Date Report or an Effective Date Report has been prepared) commencing in February 2020 on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, shall compile a monthly report (the "**Monthly Report**"), which shall contain, without limitation, the information set out below with respect to the Portfolio (and shall include a version in excel or CSV format), determined by the Collateral Administrator as at the tenth calendar day of each month (or if such day is not a Business Day, the immediately following Business Day) in consultation with the Collateral Manager made available via (A) a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) prior to the Transparency Reporting Effective Date only, a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

Provided that for any month in which a Payment Date Report is produced, there will be no requirement to produce a Monthly Report.

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, common code and International Securities Identification 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, S&P Rating and any other public rating (other than any confidential credit estimate), its Fitch industry classification, S&P Recovery Rate 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, Unsecured Senior Bond, 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 S&P CCC Obligation, Fitch CCC Obligation and Current Pay Obligation;

(j) subject to any confidentiality obligations binding on the Issuer, the identity of each Collateral Debt Obligation which became a Restructured Obligation and its Obligor, as well as, where applicable, the name of the Obligor prior to the restructuring and the Obligor's new name after the Restructuring Date;

(k) the Aggregate Principal Balance of Collateral Debt Obligations which were upgraded or downgraded since the most recent Monthly Report and of which the Collateral Administrator or the Collateral Manager has actual knowledge;

(l) the approximate Market Value of, respectively, the Collateral Debt Obligations and the Collateral Enhancement 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) confirmation whether the Collateral Administrator has been provided with notice by the Issuer or the Collateral Manager (on behalf of the Issuer) of whether the Trading Requirements have ceased to apply as a result of the Issuer or the Collateral Manager (on behalf of the Issuer) having elected by notice to the Trustee and the Noteholders to rely solely on the exemption provided by Section 3(c)(7) of the Investment Company Act and no longer rely on the exemption from the Investment Company Act provided by Rule 3a-7;

(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; and

(q) the amount of any Investment Gains paid into the Interest Account since the previous Payment Date pursuant to the Conditions.

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.

Contributions

Details of any Contributions received from a Noteholder and credited to the Contribution 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;

(c) the then current S&P rating and, if applicable, Fitch rating in respect of each Hedge Counterparty and whether such Hedge Counterparty satisfies the Rating Requirements; and

(d) in relation to each Hedge Transaction, details of any collateral postings during the related Due Period, for so long as the transitional provisions of Article 43(8) of the Securitisation Regulation apply.

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) 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;

(f) 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;

(g) so long as any Notes rated by Fitch are Outstanding, the Fitch Minimum Weighted Average Spread and a statement as to whether the Fitch Minimum Weighted Average Spread Test is satisfied;

(h) so long as any Notes rated by Fitch are Outstanding, details of any election made by the Collateral Manager in respect of the cases in the Fitch Test Matrices to be applicable for

purposes of the Fitch Maximum Weighted Average Rating Factor Test, the Fitch Minimum Weighted Average Recovery Rate Test and the Fitch Minimum Weighted Average Spread Test;

(i) (other than, following the expiry of the Reinvestment Period) a statement as to whether the S&P CDO Monitor Test is satisfied together with a statement as to the outputs from the S&P CDO Monitor Test (including SPWARF, DRD, ODM, IDM, RDM and WAL);

(j) 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

(k) the Moody's Weighted Average Rating Factor.

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 S&P 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; and

(c) a statement as to whether the limits specified in the Bivariate Risk Table are met by reference to the S&P ratings and Fitch ratings of Selling Institutions and, if such limits are not met, a statement as to the nature of the non-compliance.

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 retain the Retention Notes in accordance with the Risk Retention Letter; 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.

Transaction Parties' Name, Role and Credit Rating

(a) the name, role and credit rating of each of the following transaction counterparties:

(i) the Collateral Manager;

(ii) the Trustee;

(iii) the Hedge Counterparties; and

(iv) each of the Agents; and

(b) details of any ratings downgrades and/or replacement of such transaction counterparties,

in each case as notified to the Collateral Administrator.

Contact Details

The contact details of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Collateral Manager Manager on its behalf)) and the Collateral Administrator.

Payment Date Report

The Collateral Administrator, on behalf, and at the expense, of the Issuer and in consultation with the Collateral Manager, shall compile a report (the "**Payment Date Report**"), prepared and determined as of each Determination Date, and made available not later than the Business Day preceding the related Payment Date: (A) via a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) prior to the Transparency Reporting Effective Date only, a potential investor in the Notes and/or (B) by such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

Upon issue 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. Subject as provided below, 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 Class A Notes, Class B Notes, Class C Notes, Class D Notes, Class E Notes and Class F Notes, on the next Payment Date; and

(d) EURIBOR for the related Due Period and the Floating Rate of Interest applicable to each Class of Rated Notes during the related Due Period.

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 and 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.

Contributions

Details of any Contributions received from a Noteholder and credited to the Contribution Account since the date of determination of the last Payment Date Report.

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

The information required pursuant to "*Monthly Reports – Hedge Transactions*" above.

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.

Transaction Parties' Name, Role and Credit Rating

(a) the name, role and credit rating of each of the following transaction counterparties:

(i) the Collateral Manager;

(ii) the Trustee;

(iii) the Hedge Counterparties; and

(iv) each of the Agents; and

(b) details of any ratings downgrades and/or replacement of such transaction counterparties,

in each case as notified to the Collateral Administrator.

Contact Details

The contact details of the Issuer (as notified to the Collateral Administrator by the Issuer (or the Collateral Manager Manager on its behalf)) and the Collateral Administrator.

Transparency Report

Pursuant to the Collateral Management Agreement, as soon as reasonably practicable following the finalisation of the Transparency RTS and, if possible, prior to the Transparency Reporting Effective Date, the Issuer and the Collateral Manager shall propose in writing to the Collateral Administrator, the form, timing, frequency of distribution, method of distribution and content of the reporting related to the requirements of the Transparency RTS. The Collateral Administrator shall then consult with the Issuer and the Collateral Manager and, if it agrees to provide 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 compile such report an SR Reporting Provider may be engaged and the Collateral Manager shall assist the Issuer in this regard, *provided that*, if the Collateral Administrator does not agree to provide such reporting, it will use reasonable endeavours to assist (at the request and cost of the Issuer) the Issuer in transferring all relevant information held by it to such other service provider).

Each Transparency Report is expected to be made available (subject to the Collateral Administrator having agreed to provide such reporting services): (A) a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator or SR Reporting Provider (as applicable), to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator or SR Reporting Provider (as applicable) (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant

Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf). In addition, for so long as any of the Notes are Outstanding, the Transparency Report will be available for inspection at the offices of, and copies thereof may be obtained free of charge upon request from, the Issuer.

For the avoidance of doubt, if the Collateral Administrator agrees to provide such services on behalf of the Issuer, the Collateral Administrator will not assume any responsibility for the Issuer's obligations as the entity responsible to fulfil the reporting obligations under the Securitisation Regulation. In providing such services, the Collateral Administrator also assumes no responsibility or liability to the Noteholders, any potential investor in the Notes or any other party (other than the Issuer) and shall have the benefit of the powers, protections and indemnities granted to it under the Transaction Documents.

Miscellaneous

Each report shall state that each of the defined terms set out in Condition 1 (*Definitions*), 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 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)). In addition, the following defined terms are incorporated into the Monthly Reports:

"**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 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 paragraphs (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 paragraphs (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 paragraphs (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".

"**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, 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, then by using any one of the methods provided below:

(i) pursuant to the table below:

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

(ii) or, if such Collateral Debt Obligation is a Corporate Rescue Loan, no Moody's Derived Rating may be determined based on a rating by S&P or any other rating agency; provided, that the Aggregate Principal Balance of the Collateral Debt Obligations that may have a Moody's Rating derived from an S&P Rating as set forth in sub-paragraphs (i) or (ii) of this paragraph (b) may not exceed 10 per cent. of the Aggregate Collateral Balance; and

(c) if not determined pursuant to paragraphs (a) or (b) above and such Collateral Debt Obligation is not rated by Moody's or S&P and no other security or obligation of the issuer of such Collateral Debt Obligation is rated by Moody's or S&P, and if Moody's has been requested by the Issuer, the Collateral Manager or the issuer of such Collateral Debt Obligation to assign a rating or rating estimate with respect to such Collateral Debt Obligation but such rating or rating estimate has not been received, pending receipt of such estimate, the Moody's Derived Rating 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 (c) and paragraph (a) above does not exceed 5 per cent. of the Aggregate Collateral Balance; or (ii) otherwise, "Caa3".

"**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 sub-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 sub-paragraphs (i) through (iii) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and

(v) if none of sub-paragraphs (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 sub-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 paragraphs (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 sub-paragraphs (i) through (iv) above apply, at the election of the Collateral Manager, the Moody's Derived Rating; and

(vi) if none of sub-paragraphs (i) through (v) above apply, the Collateral Debt Obligation will be deemed to have a Moody's Rating of "Caa3".

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 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.

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.

It is not intended that the Reports will be made available in any format other than specified herein, save in limited circumstances with the Collateral Administrator's agreement. The Collateral Administrator's website does not form part of the information provided for the purposes of this Offering Circular and disclaimers may be posted with respect to the information posted thereon. Registration may be required for access to such website and persons wishing to access such website may be required to certify that they are Noteholders or otherwise entitled to access such website.

Each report shall contain the Legal Entity Identifiers ("**LEIs**") of the Issuer and the Collateral Manager and shall list the ISINs and common codes of the Notes, in each case as notified to the Collateral Administrator.

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 20.0 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

(i) 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

(ii) the person who is the beneficial owner of the Quoted Eurobond and who is beneficially entitled to the interest is not resident in Ireland and has made 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 20.0 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 disponer 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 disponer 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 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.

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.

2.7 EU Mandatory Disclosure Regime

EU Directive 2018/822 (the "**Mandatory Disclosure Directive**") requires the disclosure of certain information regarding "cross-border" arrangements to the taxation authorities of each EU member state and, in a redacted form, to the European Commission. The information must be reported by persons who have acted as "intermediaries" in such transactions and, in certain cases, taxpayers themselves. An "intermediary" for these purposes includes any person that has designed, marketed or managed the implementation of a reportable arrangement. Broadly, a transaction/arrangement will be reportable under the Mandatory Disclosure Directive if it involves at least one EU member state and it has one or more of the "hallmarks" of a reportable arrangement set out in the Mandatory Disclosure Directive. Information that must be shared by intermediaries in respect of reportable arrangements includes details of any taxpayers to whom that arrangement was made available. The Irish Revenue Commissioners have not

yet published guidance in relation to the implementation of the Mandatory Disclosure Directive in Ireland. Under transitional measures contained in the Mandatory Disclosure Directive, transactions commenced after 25 June 2018 (but before 1 July 2020), and which satisfy the conditions to be reportable, must be reported to EU member state tax authorities by 31 August 2020. EU member states are obliged to apply the Mandatory Disclosure Directive in their national laws from 1 July 2020 and it is expected that transactions which satisfy the conditions to be reportable after this date will be required to be reported to EU member state tax authorities within a 30 day timeline.

2.8 Information required from Noteholders

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.

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 net investment income tax, holders subject to 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, tax-exempt organisations, real estate investment trusts, regulated investment companies, grantor trusts;

(b) are certain former citizens or long-term residents of the U.S.;

(c) are partnerships or other entities treated as partnerships for U.S. federal income tax purposes; or

(d) hold Notes as part of a "hedge", "straddle" or "integrated transaction"; or

(e) are subject to 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.

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:

(i) a citizen or individual resident of the U.S. for U.S. federal income tax purposes;

(ii) a corporation (or other entity that is treated as a corporation for U.S. federal income tax purposes) created or organised under the laws of the U.S. or any political subdivision thereof or therein;

(iii) an estate the income of which is includable in gross income for U.S. federal income tax purposes regardless of the source; or

(iv) a trust, if such trust validly has elected to be treated as a U.S. person for U.S. federal income tax purposes or if: (i) a U.S. court can exercise primary supervision over its administration; and (ii) one or more U.S. persons have the authority to control all of the substantial decisions of such trust.

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 U.S. 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 U.S. 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 Weil, Gotshal & Manges 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 U.S. 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 Weil, Gotshal & Manges LLP will assume that any such advice and/or opinions are correct and complete. Investors should be aware that the opinion of Weil, Gotshal & Manges 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 U.S. 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 U.S. for U.S. federal income tax purposes, or otherwise subject to U.S. federal income tax on a net income basis (notwithstanding that the Collateral Manager is acting in accordance with the U.S. Tax Guidelines). 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 U.S. for U.S. federal income tax purposes.

If it were determined that the Issuer is engaged in a trade or business in the U.S. 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 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 either (A) it is not a bank (within the meaning of Section 881(c)(3)(A) of the Code), (B) it is a person that is eligible for benefits under an income tax treaty with the U.S. that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the U.S., (C) (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 U.S. Treasury Regulations Section 1.881-3) and (y) 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 Regulations Section 1.881-3, or (D) 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 U.S.

3.3 U.S. Characterisation and U.S. Federal Income Tax Treatment of the Rated Notes

Upon the issuance of the Notes, Weil, Gotshal & Manges 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 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 agree or 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 Class E Notes or the Class F 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 or CFCs). 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 A Notes and 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 A Notes or Class B Notes will be required to include in income (as ordinary income from sources outside the U.S.) 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 U.S.) the U.S. dollar value of the amount of stated interest income in euros that has accrued with respect to its 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 A Notes and the 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 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, Class A Notes or Class B Notes will be required to include OID (as ordinary income from sources outside the U.S.) 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 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. Moreover, a U.S. Holder that uses the accrual method of accounting generally will be required to include OID in ordinary income no later than the taxable year in which the U.S. Holder takes the OID into account as revenue in an "applicable financial statement," even if the U.S. Holder would otherwise have included the OID in income during a later year under the constant yield method.

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 A Notes and 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 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 A Notes 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 A Notes or the 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 Class F Notes, may be treated as equity, rather than debt, of the Issuer, in which case such classes of Notes would 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 "*—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 U.S. 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 agrees or 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 ratable 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 and at the Issuer's expense, with the information reasonably available to the Issuer that a U.S. Holder would need to make a QEF election. The Issuer will also provide or procure the provision of such information to U.S. Holders of the Class E Notes and the Class F Notes, at the request and expense of such U.S. Holders, to U.S. Holders of the Class E Notes and the Class F Notes that make a protective QEF election. Where a QEF election is not timely made by a U.S. Holder for the year in which it acquired its Subordinated Notes, but is made for a later year, the excess distribution rules may be avoided for such later year and subsequent years by making an election to recognise gain from a deemed sale of such Notes at the time when the QEF election becomes effective.

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 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, indirectly or constructively, by "U.S. 10.0 per cent. Shareholders". A "**U.S.** 10.0 per cent. Shareholder", for this purpose, is any U.S. 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. Consequently that the U.S. Holders owning Subordinated Notes so treated, or any combination of such Subordinated Notes and other securities treated as equity of the Issuer, that constitute 10.0 per cent. or more of the combined voting power or value of all classes of shares of the Issuer are "U.S. 10.0 per cent. Shareholders" and that, assuming more than 50.0 per cent. of the Subordinated Notes and other securities treated as equity of the Issuer are held by such U.S. 10.0 per cent. Shareholders, the Issuer is a CFC. Due to the application of certain constructive ownership rules (among other factors), it is possible that the Issuer may not have access to sufficient information to determine whether it is a CFC for any taxable year.

If the Issuer were treated as a CFC for any period during the taxable year, 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.

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 the event a U.S. Holder that is required to file fails to file such form, that U.S. Holder could be subject to a penalty of up to U.S. $100,000 (computed as 10.0 per cent. of the gross amount paid for the Subordinated Notes) or more if the failure to file was due to intentional disregard of its obligation.

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 that hold certain foreign financial assets must file new IRS Form 8938 to report the ownership of such assets if the total value of those assets exceeds the applicable threshold amounts. In general, specified foreign financial assets include debt or equity interests (that are not regularly traded on an established securities market) issued by foreign financial institutions (such as the Issuer), and any interest in a foreign entity that is not a financial institution, including any stock or security, and any financial instrument or contract held for investment that has an issuer or counterparty that is not a U.S. person. In addition, certain non-resident aliens may be required to file IRS Form 8938, notwithstanding the availability of any special treatment under an income tax treaty. In general, such form is not required with respect to assets held through a U.S. payer, such as a U.S. financial institution and U.S. branches of non-U.S. banks, and certain non-U.S. branches or subsidiaries of U.S. financial institutions.

Taxpayers who fail to make the required disclosure with respect to any taxable year are subject to a penalty of U.S. $10,000 for such taxable year, which may be increased to U.S. $50,000 for a continuing failure to file the form after being notified by the IRS. All U.S. Holders should consult their tax advisors with respect to whether a Note is a foreign financial asset that (if the applicable threshold were met) would be subject to this rule.

Failure to file IRS Forms 926, 5471, 8621 or 8938, if applicable, will extend the statute of limitations for all or a portion of a taxpayer's related income tax return until at least three years after the date on which the form is filed.

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.

3.6 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 U.S.; 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 U.S. for 183 calendar days or more in the taxable year of sale and certain other conditions are satisfied.

3.7 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 U.S. or by a U.S. payor or U.S. middleman to a U.S. person (other than a corporation or other exempt recipient) will be reported to the IRS. Under the Code, a U.S. 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 U.S. or by a U.S. middleman or U.S. payor to a U.S. person. Backup withholding generally applies only if the U.S. 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.

3.8 Foreign Account Tax Compliance Act

Under FATCA, the Issuer may be subject to a 30.0 per cent. withholding tax on certain income. Additionally, under existing Treasury regulations, FATCA withholding on gross proceeds from the sale or other disposition of U.S. Collateral Debt Obligations was to take effect on 1 January 2019; however, recent proposed Treasury regulations, if finalised in their proposed form, would eliminate FATCA withholding on such types of payments, and taxpayers may generally rely on such proposed Treasury regulations until final Treasury regulations are issued. Under an intergovernmental agreement entered into between the U.S. and Ireland, the Issuer will not be subject to withholding under FATCA if it complies with Irish regulations that require the Issuer to provide the name, address, and taxpayer identification number of, and certain other information (including its direct or indirect owners or beneficial owners) with respect to, certain holders to the Irish Revenue Commissioners, which would then provide this information to the IRS. There can be no assurance that the Issuer will be able to comply with these regulations. In addition, the FATCA could be amended to require the Issuer to withhold on "passthru" payments to certain investors that fail to provide information to the Issuer or are "foreign financial institutions" that do not comply with FATCA.

The Issuer may be prohibited from complying with FATCA if a "related entity" of the Issuer or, if applicable, any member of the same "expanded affiliated group" as the Issuer is subject to FATCA but fails to comply with FATCA. Although subject to uncertainty, the expanded affiliated group rules should not apply to the Issuer. In general, an entity will be a related entity of the Issuer if it is related to the

Issuer or under common control with the Issuer, in each case through more than 50.0 per cent. ownership. Although subject to uncertainty, the Collateral Manager should not be treated as a related entity of the Issuer. If it were treated as a related entity of the Issuer (or, if the expanded affiliated group rules were applicable to the Issuer), however, the Collateral Manager's failure or the failure of any other related entity (or, if the expanded affiliated group rules are applicable, any member of the Issuer's expanded affiliated group) to comply with FATCA might preclude the Issuer from being treated as compliant with FATCA.

If a Noteholder 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 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, the Issuer is authorised to withhold amounts otherwise distributable to the Noteholder, to compel the Noteholder to sell its Notes (except in the case of the Retention Notes), and, if the Noteholder does not sell its Notes within 30 business days after notice from the Issuer, to sell the Noteholder's Notes on behalf of the Noteholder (and such sale could be for less than its then fair market value). See Condition 2(i) (*Forced Sale pursuant to FATCA*). In the case of Notes held through Euroclear or Clearstream (i.e., a Note represented by a Global Certificate, rather than a Definitive Certificate), a beneficial owner of Notes will be required to provide the required information to the bank or broker through which it holds its Notes, and it is possible that the failure to provide the required information will result in withholding on payments on the Notes or require such bank or broker to close out such owner's account and force the sale of its Notes.

CERTAIN ERISA CONSIDERATIONS

ERISA imposes certain requirements on "employee benefit plans" subject thereto, including entities (such as collective investment funds, insurance company separate accounts and some insurance company general accounts) the underlying assets of which include the assets of such plans (collectively, "**ERISA Plans**"), and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of prudence, diversification and 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 U.S. 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 25.0 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 "**25.0 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 or plan's investment in such entity.

If the underlying assets of the Issuer are deemed to be Plan assets, the obligations and other responsibilities of Plan sponsors, Plan fiduciaries and Plan administrators, and of Parties in Interest, under Parts 1 and 4 of Subtitle B of Title I of ERISA and Section 4975 of the Code, as applicable, may be expanded, and there may be an increase in their exposure to liability under these and other provisions of ERISA and the Code. In addition, various providers of fiduciary or other services to the entity, and any other parties with authority or control with respect to the Issuer, could be deemed to be Plan fiduciaries or otherwise parties in interest or disqualified persons by virtue of their provision of such services (and there could be an improper delegation of authority to such providers).

The Plan Asset Regulation defines an "equity interest" as any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and that has no substantial equity features. Although it is not free from doubt, the Class A Notes, 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 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 25.0 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 25.0 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 25.0 per cent. Limitation.

With respect to each Note, including 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 Initial Purchaser, 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, Notes may not be acquired using the assets of any Plan if any of the Issuer, the Initial Purchaser, 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 contracts issued by such an insurance company, based on the reasoning of the 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 A Note, Class B Note, Class C Note, 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 and/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 interests 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 (i) hereof.

Each initial purchaser and each 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 unless: (A): it receives the written consent of the Issuer; (B) provides an ERISA certificate in or substantially in the form set out in the Trust Deed 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 Initial Purchaser 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 the purchaser is, or is acting on behalf of, a Benefit Plan Investor (to the extent permitted under (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 and/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 interest 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) the 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) the 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 25.0 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 interests therein, 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 and/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 interests therein will not be, subject to Similar Law and (y) its acquisition, holding and disposition of such Notes (or interest 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 (in or substantially in the form set out in the Trust Deed) 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 25.0 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 25.0 per cent. Limitation described above to be exceeded with respect to the Class E Notes, Class F Notes or Subordinated Notes (determined separately by each class of equity interest).

If the purchaser or transferee of any Notes or beneficial interest therein is a Benefit Plan Investor, it will be deemed to represent, warrant and agree that: (i) none of the Issuer, the Initial Purchaser, the Collateral Manager, the Trustee or any of their respective affiliates, has provided any investment advice within the meaning of Section 3(21) of ERISA to the Benefit Plan Investor, or to any fiduciary or other person investing the assets of the Benefit Plan Investor ("**Fiduciary**"), in connection with its acquisition of Notes; and (ii) the Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

Any Fiduciary considering whether to acquire a Note on behalf of a Plan or an employee benefit plan not subject to ERISA and/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 and/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

Credit Suisse Securities (Europe) Limited (in its capacity as initial purchaser, the "**Initial Purchaser**") has agreed with the Issuer, subject to the satisfaction of certain conditions, to subscribe and pay for the Notes pursuant to the Subscription Agreement. The Subscription Agreement entitles the Initial Purchaser to terminate it in certain circumstances prior to payment being made to the Issuer.

The Retention Holder has agreed with the Initial Purchaser, subject to satisfaction of certain conditions, to purchase the Retention Notes from the Initial Purchaser at their respective issue prices set out in the Retention Note Purchase Deed.

The Initial Purchaser may offer the Notes at prices as may be negotiated at the time of sale which may vary among different purchasers.

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 A Notes: €250,000,000, Class B Notes: €40,000,000 Class C Notes: €28,000,000, Class D Notes: €22,000,000, Class E Notes: €22,000,000, Class F Notes: €10,000,000 and Subordinated Notes: €35,000,000.

The Issuer has agreed to indemnify the Initial Purchaser, the Collateral Manager, the Agents, the Trustee and certain other participants 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 Initial Purchaser or its Affiliates. In addition, the Initial Purchaser 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 Initial Purchaser 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 Initial Purchaser or its Affiliates.

In addition, in the ordinary course of their business activities, the Initial Purchaser and its Affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative 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 Initial Purchaser 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 Initial Purchaser, the Collateral Manager or the Retention Holder 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 Initial Purchaser.

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 Initial Purchaser proposes to resell the 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, provided that each of such purchasers or accountholders is also a QP. The Initial Purchaser and/or its Affiliates 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.

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

Each Class of Rated Notes in the form of Rule 144A Notes will be issued in minimum denominations of €250,000 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 Initial Purchaser.

The Initial Purchaser 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 Initial Purchaser 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 and the Initial Purchaser, is prohibited.

The Initial Purchaser has also agreed to comply with the following selling restrictions:

(a) *Prohibition of Sales to EEA Retail Investors*: The Initial Purchaser 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:

(i) the expression "retail investor" means a person who is one (or more) of the following:

(A) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or

(B) a customer within the meaning of Directive (EU) 2016/97 (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; or

(C) not a qualified investor as defined in the Prospectus Regulation; and

(ii) the expression "offer" includes 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 the Notes.

(b) *Ireland*: The Initial Purchaser has represented and agreed that, it has not offered, sold, placed or underwritten and will not offer, sell, place or underwrite the Notes, or do anything in Ireland in respect of the Notes, otherwise than in conformity with the provisions of:

(i) Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market and any applicable supporting law, rule or regulation and any rules issued by the Central Bank of Ireland (the "**Central Bank**") and / or in force pursuant to Section 1363 of the Companies Act 2014 (as amended) (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.

(c) *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 Initial Purchaser 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.

(d) *South Korea*: The Notes have not been registered with the Financial Services Commission of Korea for a public offering in Korea. The Initial Purchaser has therefore represented and agreed that the Notes have not been and will not be offered, sold or delivered directly or indirectly, or offered, sold or delivered to any person for re-offering or resale, directly or indirectly, in Korea or to any resident of Korea, except as otherwise permitted under applicable Korean Laws and regulations, including the Financial Investment Services and Capital Markets Act and the Foreign Exchange Transaction Law and the decrees and regulations thereunder.

(e) *Switzerland*: Notes qualifying as structured products according to article 5 of the Collective Investment Schemes Act ("**CISA**") may be distributed to non-qualified investors (*nicht-qualifizierte Anlegerinnen und Anleger*) in or from Switzerland either (i) by means of a listing of such Notes on the SIX Swiss Exchange, or (ii) by means of making available a simplified prospectus relating to such Refinancing Notes pursuant to article 5 of the CISA. If neither of these requirements is met, then such Notes may only be distributed to Qualified Investors in Switzerland. In such case, this Offering Circular shall not be despatched, copied to or otherwise made available to, and the Notes may not be offered for sale to any person in Switzerland, except to Qualified Investors (*qualifizierte Anlegerinnen und Anleger*) as defined in article 10 of the CISA, i.e., to (a) prudentially regulated financial intermediaries such as banks, securities dealers, fund management companies, asset managers of collective investment schemes and central banks, (b) regulated insurance institutions, (c) public entities and retirement benefits institutions with professional treasury departments, (d) companies with professional treasury departments, (e) High-Net-Worth Individuals (as defined below) who confirmed in writing to be Qualified Investors and (f) investors who have concluded a written discretionary management agreement pursuant to article 3 para 2 lit b and c of the CISA, if they have not confirmed in writing that they do not want to be considered as Qualified Investors. "High-Net-Worth Individual" (*vermögende Privatperson*) is a private individual who (i) provides evidence that, based on his/her education and his/her professional experience or based on a comparable experience in the financial sector, he/she has the necessary know-how to understand the risks connected with an investment in the Notes and who owns, directly or indirectly, financial assets of at least CHF 500,000, or (ii) who confirms in writing that he/she owns, directly or indirectly, financial assets of at least CHF 5 million.

(f) *United Kingdom*: The Initial Purchaser, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, has represented and agreed that:

(i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the 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 in, from or otherwise involving the UK.

(g) *State of Connecticut:*

The Notes have not been registered under the Connecticut Securities Law. The Notes are subject to restrictions on transferability and sale.

State of Florida:

The Notes offered hereby will be sold to, and acquired by, the holder in a transaction exempt under Section 517.061 of the Florida Securities Act. The Notes have not been registered under the Florida Securities Act in the state of Florida. In addition, if sales are made to five or more persons in Florida, all Florida purchasers other than exempt institutions specified in Section 517.061(7) of the Florida Securities Act shall have the privilege of voiding the purchase within three (3) days after the first tender of consideration is made by such purchaser to the Issuer, an agent of the Issuer, or an escrow agent.

State of Georgia:

The Notes have been issued or sold in reliance on paragraph (14) of Code Section 10-5-11 of the Georgia Securities Act of 2006, as amended, and will therefore not be sold or transferred except in a transaction which is exempt under such Act or pursuant to an effective registration under such Act.

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 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 U.S. 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 Initial Purchaser, the Sole Arranger, 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 Initial Purchaser, the Sole Arranger, 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 Initial Purchaser, the Sole Arranger, 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 judgement and upon any advice from such advisors as it has deemed necessary and not upon any view expressed by the Issuer, the Initial Purchaser, the Sole Arranger, 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. 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 30 April 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 40.0 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 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 and/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 interests therein) to an acquiror acquiring such Note (or interests therein) unless the acquiror makes the foregoing representations, warranties and agreements described in (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 unless: (A) it receives the written consent of the Issuer; (B) provides an ERISA certificate in or substantially in the form set out in the Trust Deed, to a Transfer Agent and the Issuer as to its status as a Benefit Plan Investor or Controlling Person; and (C) holds such a 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 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 and/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 interest 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 and/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 (in or substantially in the form set out in the Trust Deed) to the Issuer and a Transfer Agent.

(d) It agrees and acknowledges that any purported transfer of any Class E Notes, Class F Notes or Subordinated Notes in violation of the requirements set forth in sub-sections (b) or (c) above, or that may otherwise result in 25.0 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 sub-sections (b) and (c), above, in accordance with the terms of the Trust Deed.

(e) If the purchaser or transferee of any Notes or beneficial interest therein is a Benefit Plan Investor (i) none of the Issuer, the Initial Purchaser, the Collateral Manager, the Trustee or any of their respective affiliates, has provided any investment advice within the meaning of Section 3(21) of ERISA to the Benefit Plan Investor, or to the fiduciary investing the assets of the Benefit Plan Investor ("**Fiduciary**"), in connection with its acquisition of Notes, and (ii) the Fiduciary is exercising its own independent judgment in evaluating the investment in the Notes.

(f) The purchaser acknowledges that the Issuer, the Initial Purchaser, the Sole Arranger, 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 U.S., persons, or outside the U.S., 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 transferee 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 U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS NOT BEEN REGISTERED UNDER THE U.S. 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 30 APRIL 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 U.S. 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 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 U.S. 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 U.S. 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'S 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 AND/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 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 UNLESS SUCH PURCHASER OR TRANSFEREE (A) 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 THIS 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 NOTE ON THE ISSUE DATE, IN WHICH CASE THE PURCHASER MAY ACQUIRE THIS 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 U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. 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'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY

AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS 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 THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED 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 THIS NOTE (OR INTEREST HEREIN) TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE 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 THIS 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 THIS 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 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 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 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 NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. 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 NOTE (OR 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 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 THIS NOTE 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'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS 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 THIS NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE 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 THIS 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 THIS 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 U.S. 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 EITHER (A) IT IS NOT A BANK (WITHIN THE MEANING OF SECTION 881(C)(3)(A) OF THE CODE), (B) IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE U.S. THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE U.S., (C) (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 U.S. TREASURY REGULATIONS SECTION1.881-3) AND (Y) 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 REGULATIONS SECTION 1.881-3); OR (D) IT 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 U.S.]

[*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 AND/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 AND/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 and Rule 3a-7 of the Investment Company Act; provided that the Issuer (or the Collateral Manager on its behalf) may elect (which election may be made only upon

confirmation from the Collateral Manager that it has obtained legal advice from reputable international legal counsel knowledgeable in such matters to the effect that to do so would not result in the Issuer being construed as a "covered fund" in relation to any holder of Outstanding Notes for the purposes of the Volcker Rule) to rely solely on the exception from the Investment Company Act contained in Section 3(c)(7) by written notice thereof to the Trustee. 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 U.S. 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 judgement, 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 for the purposes of FATCA, 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) 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 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),

(b) it is a person that is eligible for benefits under an income tax treaty with the U.S. that eliminates U.S. federal income taxation of U.S. source interest not attributable to a permanent establishment in the U.S.;

(c) (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 U.S. Treasury Regulations Section 1.881-3) and (y) 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 Regulations Section 1.881-3); or

(d) 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 U.S.

15 If it is a purchaser or transferee of Subordinated Notes and owns more than 50.0 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 U.S. 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 "registered deemed-compliant FFI" within the meaning of U.S. Treasury Regulations Section 1.1471-1(b)(111) (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 U.S. Treasury Regulations promulgated thereunder is either a "participating FFI", a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of U.S. Treasury Regulations Section 1.1471-4(e) (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 U.S. Treasury Regulations promulgated thereunder is not either a "participating FFI", a "deemed-compliant FFI" or an "exempt beneficial owner" within the meaning of U.S. Treasury Regulations Section 1.1471-4(e) (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 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 depositaries.

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 clauses (3), (4), (6), (8) and (10) through (18) (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 U.S. 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 Initial Purchaser 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 U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), AND THE ISSUER HAS

NOT BEEN REGISTERED UNDER THE U.S. 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 30 APRIL 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 U.S. 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 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 U.S. 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 U.S. 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'S 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 AND/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 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 UNLESS SUCH PURCHASER OR TRANSFEREE (A) 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 THIS 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 NOTE ON THE ISSUE DATE, IN WHICH CASE THE PURCHASER MAY ACQUIRE THIS 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 U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. 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'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "CONTROL" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS 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 THE CLASS E NOTES, CLASS F NOTES OR SUBORDINATED 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 THIS NOTE (OR INTEREST HEREIN) TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE 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 THIS 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 THIS 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 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 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 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 NOTE (OR INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") AND/OR SECTION 4975 OF THE U.S. 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 NOTE (OR 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 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 THIS NOTE 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'S OR PLAN'S INVESTMENT IN THE ENTITY. "**CONTROLLING PERSON**" MEANS A PERSON (OTHER THAN A BENEFIT PLAN INVESTOR) WHO HAS DISCRETIONARY AUTHORITY OR CONTROL WITH RESPECT TO THE ASSETS OF THE ISSUER OR ANY PERSON WHO PROVIDES INVESTMENT ADVICE FOR A FEE (DIRECT OR INDIRECT) WITH RESPECT TO SUCH ASSETS, OR ANY AFFILIATE OF ANY SUCH PERSON. AN "**AFFILIATE**" OF A PERSON INCLUDES ANY PERSON, DIRECTLY OR INDIRECTLY THROUGH ONE OR MORE INTERMEDIARIES, CONTROLLING, CONTROLLED BY OR UNDER COMMON CONTROL WITH THE PERSON. "**CONTROL**" WITH RESPECT TO A PERSON OTHER THAN AN INDIVIDUAL MEANS THE POWER TO EXERCISE A CONTROLLING INFLUENCE OVER THE MANAGEMENT OR POLICIES OF SUCH PERSON. ANY PURPORTED TRANSFER OF THIS 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 THIS NOTE TO ANOTHER ACQUIROR THAT COMPLIES WITH THE REQUIREMENTS OF THIS PARAGRAPH, IN ACCORDANCE WITH THE TERMS OF THE TRUST DEED.

NO TRANSFER OF THIS NOTE OR ANY INTEREST HEREIN WILL BE PERMITTED, AND THE TRUSTEE WILL NOT RECOGNISE 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 THIS 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 THIS 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 U.S. 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 EITHER (A) IT IS NOT A BANK (WITHIN THE MEANING OF SECTION 881(C)(3)(A) OF THE CODE), (B) IT IS A PERSON THAT IS ELIGIBLE FOR BENEFITS UNDER AN INCOME TAX TREATY WITH THE U.S. THAT ELIMINATES U.S. FEDERAL INCOME TAXATION OF U.S. SOURCE INTEREST NOT ATTRIBUTABLE TO A PERMANENT ESTABLISHMENT IN THE U.S., (C) (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 U.S. TREASURY REGULATIONS SECTION 1.881-3) AND (Y) 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 REGULATIONS SECTION 1.881-3); OR (D) IT 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 U.S.]

[*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 AND/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 AND/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 Initial Purchaser, the Sole Arranger, 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.

6 Before any interest in a Regulation S Global Certificate may be offered, resold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Rule 144A Global Certificate, the transferee 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.

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 A CM Removal and Replacement Voting Notes	XS2062957910	206295791	XS2062959700	206295970
Class A CM Removal and Replacement Exchangeable Non-Voting Notes	XS2062958132	206295813	XS2062959619	206295961
Class A CM Removal and Replacement Non-Voting Notes	XS2062958058	206295805	XS2062959882	206295988
Class B CM Removal and Replacement Voting Notes	XS2062958215	206295821	XS2062960039	206296003
Class B CM Removal and Replacement Exchangeable Non-Voting Notes	XS2062958306	206295830	XS2062959965	206295996
Class B CM Removal and Replacement Non-Voting Notes	XS2062958488	206295848	XS2062960112	206296011
Class C CM Removal and Replacement Voting Notes	XS2062958561	206295856	XS2062960385	206296038
Class C CM Removal and Replacement Exchangeable Non-Voting Notes	XS2062958645	206295864	XS2062960203	206296020
Class C CM Removal and Replacement Non-Voting Notes	XS2062958728	206295872	XS2062960468	206296046
Class D CM Removal and Replacement Voting Notes	XS2062958991	206295899	XS2062960542	206296054
Class D CM Removal and Replacement Exchangeable Non-Voting Notes	XS2062959023	206295902	XS2062960625	206296062
Class D CM Removal and Replacement Non-Voting Notes	XS2062959296	206295929	XS2062960898	206296089
Class E Notes	XS2062959379	206295937	XS2062960971	206296097
Class F Notes	XS2062959452	206295945	XS2062961193	206296119
Subordinated Notes	XS2062959536	206295953	XS2062961276	206296127

Legal Entity Identification

The Issuer's Legal Entity Identification is: 549300CTN11509TFCV23.

Listing

This Offering Circular does not constitute a prospectus for the purposes of Article 6 of Regulation (EU) 2017/1129 (as amended) (the "**Prospectus Regulation**"). The Issuer is not offering the Notes in any jurisdiction in circumstances that would require a prospectus to be prepared pursuant to the Prospectus Regulatoin.

Application has been made to Euronext Dublin for the approval of this Offering Circular as listing particulars and for the Notes to be admitted to the Official List and trading on the Global Exchange Market of Euronext Dublin (the "**Global Exchange Market**"). The Global Exchange Market is not a regulated market for the purposes of MIFID II (as defined herein).

It is expected that the total expenses related to admission to trading will be approximately €25,000.

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 25 November 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 11 October 2018 and there has been no material adverse change in the financial position or prospects of the Issuer since its incorporation on 11 October 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 2019. The annual accounts of the Issuer will be audited. The Issuer will not prepare interim financial statements.

The Trust Deed will require 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 (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) the Irish Security Agreement;

(g) this Offering Circular;

(h) each Monthly Report;

(i) each Payment Date Report; and

(j) the Risk Retention Letter.

Prior to the Issue Date (including prior to the date that the transaction described in this Offering Circular was priced), drafts of certain Transaction Documents for the transaction in substantially agreed form (being the Trust Deed, the Agency Agreement, the Collateral Management Agreement, the Irish Security Agreement, any Hedge Agreements, the Risk Retention Letter, the Conditional Sale Agreement and any Deed of Charge) and a preliminary version of this Offering Circular were made available for the purposes of satisfying Articles 7(1)(b) and 7(1)(c) of the Securitisation Regulation via a website located at https://pivot.usbank.com to any person: (A) who certifies to the Collateral Administrator that it is (i) a Competent Authority, or (ii) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

Following the Issue Date, certain Transaction Documents and this Offering Circular will be available: (A) via a website currently located at https://pivot.usbank.com (or such other website as may be notified in writing by the Collateral Administrator to the Issuer, the Initial Purchaser, the Sole Arranger, the Trustee, each Hedge Counterparty, the Collateral Manager, the Rating Agencies and the Noteholders) which shall be accessible to any person who certifies to the Collateral Administrator (such certification to be in the form set out in the Collateral Management Agreement and upon which certification the Collateral Administrator shall be entitled to rely without further enquiry and without liability for so relying) that it is: (i) the Issuer, (ii) the Initial Purchaser, (iii) the Sole Arranger, (iv) the Trustee, (v) the Collateral Manager, (vi) a Hedge Counterparty, (vii) a Rating Agency, (viii) a Competent Authority, (ix) a Noteholder or (x) a potential investor in the Notes and/or (B) such other method of dissemination as is required or permitted by the Securitisation Regulation, the Irish STS Regulation or relevant Competent Authority (as instructed by the Issuer or the Collateral Manager on its behalf).

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 U.S., and all or a substantial portion of the assets of the Issuer and such persons may be located outside of the U.S. at any time. As a result, it may not be possible for investors to effect service of process within the U.S. upon the Issuer or such persons or to enforce against any of them in the U.S. courts judgments obtained in U.S. courts, including judgments predicated upon civil liability provisions of the securities laws of the U.S. or any State or territory within the U.S.

As the U.S. 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 U.S. courts is enforceable in Ireland. A judgment of the U.S. courts will be enforced by the courts of Ireland if the following general requirements are met:

(a) the U.S. 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 U.S. courts which meets the above requirements for one of the following reasons:

(i) if the judgment is not for a definite sum of money;

(ii) if the judgment was obtained by fraud;

(iii) the enforcement of the judgment in Ireland would be contrary to natural or constitutional justice;

(iv) the judgment is contrary to Irish public policy or involves certain U.S. laws which will not be enforced in Ireland;

(v) 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;

(vi) 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;

(vii) the judgment is inconsistent with a judgment of the courts of Ireland in relation to the same matter; or

(viii) 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 for the purposes of the Prospectus Regulation.

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 1997[1]

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 owner[2]

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): _____

_____

[3]Signature of declarer:_____[4]Capacity_____

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

S&P RECOVERY RATES

(a) (i) If a Collateral Debt Obligation has an S&P Recovery Rating, or is *pari passu* with another obligation of the same Obligor that has an S&P Recovery Rating and is secured by the same collateral as such other obligation, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

S&P Recovery Rating of Collateral Debt Obligation	**Initial Rated Note Rating**							
	Range from published reports	**"AAA"**	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B"**	**"CCC"**
1+	100	75.0%	85.0%	88.0%	90.0%	92.0%	95.0%	95.0%
1	95	70.0%	80.0%	84.0%	87.5%	91.0%	95.0%	95.0%
1	90	65.0%	75.0%	80.0%	85.0%	90.0%	95.0%	95.0%
2	85	62.5%	72.5%	77.5%	83.0%	88.0%	92.0%	92.0%
2	80	60.0%	70.0%	75.0%	81.0%	86.0%	89.0%	89.0%
2	75	55.0%	65.0%	70.5%	77.0%	82.5%	84.0%	84.0%
2	70	50.0%	60.0%	66.0%	73.0%	79.0%	79.0%	79.0%
3	65	45.0%	55.0%	61.0%	68.0%	73.0%	74.0%	74.0%
3	60	40.0%	50.0%	56.0%	63.0%	67.0%	69.0%	69.0%
3	55	35.0%	45.0%	51.0%	58.0%	63.0%	64.0%	64.0%
3	50	30.0%	40.0%	46.0%	53.0%	59.0%	59.0%	59.0%
4	45	28.5%	37.5%	44.0%	49.5%	53.5%	54.0%	54.0%
4	40	27.0%	35.0%	42.0%	46.0%	48.0%	49.0%	49.0%
4	35	23.5%	30.5%	37.5%	42.5%	43.5%	44.0%	44.0%
4	30	20.0%	26.0%	33.0%	39.0%	39.0%	39.0%	39.0%
5	25	17.5%	23.0%	28.5%	32.5%	33.5%	34.0%	34.0%
5	20	15.0%	20.0%	24.0%	26.0%	28.0%	29.0%	29.0%
5	15	10.0%	15.0%	19.5%	22.5%	23.5%	24.0%	24.0%
5	10	5.0%	10.0%	15.0%	19.0%	19.0%	19.0%	19.0%
6	5	3.5%	7.0%	10.5%	13.5%	14.0%	14.0%	14.0%
6	0	2.0%	4.0%	6.0%	8.0%	9.0%	9.0%	9.0%

* If a recovery range is not available for a given obligation with an S&P Recovery Rating of "1" through "6" (inclusive), the lower recovery range for the applicable S&P Recovery Rating shall apply.

(ii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is an Unsecured Senior Obligation or a Second Lien Loan and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Loan or Senior Secured Bond (a "**Senior Secured Debt Instrument**" that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Obligors Domiciled in Group A

S&P Recovery Rating of the Senior Secured Debt Instrument	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
1	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
2	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
3	12.0%	15.0%	18.0%	21.0%	22.0%	23.0%
4	5.0%	8.0%	11.0%	13.0%	14.0%	15.0%
5	2.0%	4.0%	6.0%	8.0%	9.0%	10.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

For Obligors Domiciled in Group B

S&P Recovery Rating of the Senior Secured Debt Instrument	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
1	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
2	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
3	8.0%	11.0%	13.0%	15.0%	16.0%	17.0%
4	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
5	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

For Obligors Domiciled in Group C

S&P Recovery Rating of the Senior Secured Debt Instrument	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
1	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
2	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%
3	5.0%	7.0%	9.0%	10.0%	11.0%	12.0%
4	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
6	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

(iii) If (x) a Collateral Debt Obligation does not have an S&P Recovery Rating and such Collateral Debt Obligation is not a Senior Secured Loan, a Second Lien Loan or an Unsecured Senior Obligation and (y) the Obligor or issuer of such Collateral Debt Obligation has issued another debt instrument that is outstanding and senior to such Collateral Debt Obligation that is a Senior Secured Debt Instrument that has an S&P Recovery Rating, the S&P Recovery Rate for such Collateral Debt Obligation shall be determined as follows:

For Obligors Domiciled in Groups A and B

S&P Recovery Rating of the Senior Secured Debt Instrument	**Initial Rated Note Rating**					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
1	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
2	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
3	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
4	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

For Obligors Domiciled in Group C

S&P Recovery Rating of the Senior Secured Debt Instrument	Initial Rated Note Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
1+	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
1	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
2	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
3	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
4	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
5	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

S&P Recovery Rate

(b) If an S&P Recovery Rate cannot be determined using clause (a) above, the S&P Recovery Rate shall be determined as follows:

Recovery rates for Obligors Domiciled in Group A, B or C:

Priority Category	Initial Rated Note Rating					
	"AAA"	**"AA"**	**"A"**	**"BBB"**	**"BB"**	**"B/CCC"**
Senior Secured Loans (excluding Cov–Lite Loans)						
Group A	50.0%	55.0%	59.0%	63.0%	75.0%	79.0%
Group B	39.0%	42.0%	46.0%	49.0%	60.0%	63.0%
Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%
Senior Secured Loans that are Cov–Lite Loans and Senior Secured Bonds						
Group A	41.0%	46.0%	49.0%	53.0%	63.0%	67.0%
Group B	32.0%	35.0%	39.0%	41.0%	50.0%	53.0%
Group C	17.0%	19.0%	27.0%	29.0%	31.0%	34.0%
Unsecured Senior Obligations, Mezzanine Obligations, Second Lien Loans and High Yield Bonds (if not a Subordinated Obligation)						
Group A	18.0%	20.0%	23.0%	26.0%	29.0%	31.0%
Group B	13.0%	16.0%	18.0%	21.0%	23.0%	25.0%
Group C	10.0%	12.0%	14.0%	16.0%	18.0%	20.0%

Subordinated Obligations						
Group A	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group B	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
Group C	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%

S&P Recovery Rate

CDO Evaluator Country Codes, Regions and Recovery Groups			
Country Name	**Country Code**	**Region**	**Recovery Group**
Afghanistan	93	5 - Asia: India, Pakistan and Afghanistan	C
Albania	355	16 - Europe: Eastern	C
Algeria	213	11 - Middle East: MENA	C
Andorra	376	102 - Europe: Western	C
Angola	244	13 - Africa: Sub-Saharan	C
Anguilla	1264	2 - Americas: Other Central and Caribbean	C
Antigua	1268	2 - Americas: Other Central and Caribbean	C
Argentina	54	4 - Americas: Mercosur and Southern Cone	C
Armenia	374	14 - Europe: Russia & CIS	C
Aruba	297	2 - Americas: Other Central and Caribbean	C
Ascension	247	12 - Africa: Southern	C
Australia	61	105 - Asia-Pacific: Australia and New Zealand	A
Austria	43	102 - Europe: Western	A
Azerbaijan	994	14 - Europe: Russia & CIS	C
Bahamas	1242	2 - Americas: Other Central and Caribbean	C
Bahrain	973	10 - Middle East: Gulf States	C
Bangladesh	880	6 - Asia: Other South	C
Barbados	246	2 - Americas: Other Central and Caribbean	C
Belarus	375	14 - Europe: Russia & CIS	C
Belgium	32	102 - Europe: Western	A
Belize	501	2 - Americas: Other Central and Caribbean	C
Benin	229	13 - Africa: Sub-Saharan	C
Bermuda	441	2 - Americas: Other Central and Caribbean	C
Bhutan	975	6 - Asia: Other South	C
Bolivia	591	3 - Americas: Andean	C
Bosnia and Herzegovina	387	16 - Europe: Eastern	C
Botswana	267	12 - Africa: Southern	C
Brazil	55	4 - Americas: Mercosur and Southern Cone	B
British Virgin Islands	284	2 - Americas: Other Central and Caribbean	C
Brunei	673	8 - Asia: Southeast, Korea and Japan	C
Bulgaria	359	16 - Europe: Eastern	C
Burkina Faso	226	13 - Africa: Sub-Saharan	C

Burundi	257	13 - Africa: Sub-Saharan	C
Cambodia	855	8 - Asia: Southeast, Korea and Japan	C
Cameroon	237	13 - Africa: Sub-Saharan	C
Canada	2	101 - Americas: U.S. and Canada	A
Cape Verde Islands	238	13 - Africa: Sub-Saharan	C
Cayman Islands	345	2 - Americas: Other Central and Caribbean	C
Central African Republic	236	13 - Africa: Sub-Saharan	C
Chad	235	13 - Africa: Sub-Saharan	C
Chile	56	4 - Americas: Mercosur and Southern Cone	C
China	86	7 - Asia: China, Hong Kong, Taiwan	C
Colombia	57	3 - Americas: Andean	C
Comoros	269	13 - Africa: Sub-Saharan	C
Congo-Brazzaville	242	13 - Africa: Sub-Saharan	C
Congo-Kinshasa	243	13 - Africa: Sub-Saharan	C
Cook Islands	682	105 - Asia-Pacific: Australia and New Zealand	C
Costa Rica	506	2 - Americas: Other Central and Caribbean	C
Cote d'Ivoire	225	13 - Africa: Sub-Saharan	C
Croatia	385	16 - Europe: Eastern	C
Cuba	53	2 - Americas: Other Central and Caribbean	C
Curacao	599	2 - Americas: Other Central and Caribbean	C
Cyprus	357	102 - Europe: Western	C
Czech Republic	420	15 - Europe: Central	B
Denmark	45	102 - Europe: Western	A
Djibouti	253	17 - Africa: Eastern	C
Dominica	767	2 - Americas: Other Central and Caribbean	C
Dominican Republic	809	2 - Americas: Other Central and Caribbean	C
East Timor	670	8 - Asia: Southeast, Korea and Japan	C
Ecuador	593	3 - Americas: Andean	C
Egypt	20	11 - Middle East: MENA	C
El Salvador	503	2 - Americas: Other Central and Caribbean	C
Equatorial Guinea	240	13 - Africa: Sub-Saharan	C
Eritrea	291	17 - Africa: Eastern	C
Estonia	372	15 - Europe: Central	C
Ethiopia	251	17 - Africa: Eastern	C
Fiji	679	9 - Asia-Pacific: Islands	C
Finland	358	102 - Europe: Western	A
France	33	102 - Europe: Western	A
French Guiana	594	2 - Americas: Other Central and Caribbean	C
French Polynesia	689	9 - Asia-Pacific: Islands	C

Gabonese Republic	241	13 - Africa: Sub-Saharan	C
Gambia	220	13 - Africa: Sub-Saharan	C
Georgia	995	14 - Europe: Russia & CIS	C
Germany	49	102 - Europe: Western	A
Ghana	233	13 - Africa: Sub-Saharan	C
Greece	30	102 - Europe: Western	B
Grenada	473	2 - Americas: Other Central and Caribbean	C
Guadeloupe	590	2 - Americas: Other Central and Caribbean	C
Guatemala	502	2 - Americas: Other Central and Caribbean	C
Guinea	224	13 - Africa: Sub-Saharan	C
Guinea-Bissau	245	13 - Africa: Sub-Saharan	C
Guyana	592	2 - Americas: Other Central and Caribbean	C
Haiti	509	2 - Americas: Other Central and Caribbean	C
Honduras	504	2 - Americas: Other Central and Caribbean	C
Hong Kong	852	7 - Asia: China, Hong Kong, Taiwan	A
Hungary	36	15 - Europe: Central	C
Iceland	354	102 - Europe: Western	C
India	91	5 - Asia: India, Pakistan and Afghanistan	C
Indonesia	62	8 - Asia: Southeast, Korea and Japan	C
Iran	98	10 - Middle East: Gulf States	C
Iraq	964	10 - Middle East: Gulf States	C
Ireland	353	102 - Europe: Western	A
Isle of Man	101	102 - Europe: Western	C
Israel	972	11 - Middle East: MENA	A
Italy	39	102 - Europe: Western	B
Jamaica	876	2 - Americas: Other Central and Caribbean	C
Japan	81	8 - Asia: Southeast, Korea and Japan	A
Jordan	962	11 - Middle East: MENA	C
Kazakhstan	8	14 - Europe: Russia & CIS	C
Kenya	254	17 - Africa: Eastern	C
Kiribati	686	9 - Asia-Pacific: Islands	C
Kosovo	383	16 - Europe: Eastern	C
Kuwait	965	10 - Middle East: Gulf States	C
Kyrgyzstan	996	14 - Europe: Russia & CIS	C
Laos	856	8 - Asia: Southeast, Korea and Japan	C
Latvia	371	15 - Europe: Central	C
Lebanon	961	11 - Middle East: MENA	C
Lesotho	266	12 - Africa: Southern	C
Liberia	231	13 - Africa: Sub-Saharan	C
Libya	218	11 - Middle East: MENA	C
Liechtenstein	102	102 - Europe: Western	C
Lithuania	370	15 - Europe: Central	C
Luxembourg	352	102 - Europe: Western	A
Macedonia	389	16 - Europe: Eastern	C

Madagascar	261	13 - Africa: Sub-Saharan	C
Malawi	265	13 - Africa: Sub-Saharan	C
Malaysia	60	8 - Asia: Southeast, Korea and Japan	C
Maldives	960	6 - Asia: Other South	C
Mali	223	13 - Africa: Sub-Saharan	C
Malta	356	102 - Europe: Western	C
Martinique	596	2 - Americas: Other Central and Caribbean	C
Mauritania	222	13 - Africa: Sub-Saharan	C
Mauritius	230	12 - Africa: Southern	C
Mexico	52	1 - Americas: Mexico	B
Micronesia	691	9 - Asia-Pacific: Islands	C
Moldova	373	14 - Europe: Russia & CIS	C
Monaco	377	102 - Europe: Western	C
Mongolia	976	14 - Europe: Russia & CIS	C
Montenegro	382	16 - Europe: Eastern	C
Montserrat	664	2 - Americas: Other Central and Caribbean	C
Morocco	212	11 - Middle East: MENA	C
Mozambique	258	13 - Africa: Sub-Saharan	C
Myanmar	95	8 - Asia: Southeast, Korea and Japan	C
Namibia	264	12 - Africa: Southern	C
Nauru	674	9 - Asia-Pacific: Islands	C
Nepal	977	6 - Asia: Other South	C
Netherlands	31	102 - Europe: Western	A
New Caledonia	687	9 - Asia-Pacific: Islands	C
New Zealand	64	105 - Asia-Pacific: Australia and New Zealand	C
Nicaragua	505	2 - Americas: Other Central and Caribbean	C
Niger	227	13 - Africa: Sub-Saharan	C
Nigeria	234	13 - Africa: Sub-Saharan	C
North Korea	850	8 - Asia: Southeast, Korea and Japan	C
Norway	47	102 - Europe: Western	A
Oman	968	10 - Middle East: Gulf States	C
Pakistan	92	5 - Asia: India, Pakistan and Afghanistan	C
Palau	680	9 - Asia-Pacific: Islands	C
Palestinian Settlements	970	11 - Middle East: MENA	C
Panama	507	2 - Americas: Other Central and Caribbean	C
Papua New Guinea	675	9 - Asia-Pacific: Islands	C
Paraguay	595	4 - Americas: Mercosur and Southern Cone	C
Peru	51	3 - Americas: Andean	C
Philippines	63	8 - Asia: Southeast, Korea and Japan	C
Poland	48	15 - Europe: Central	A
Portugal	351	102 - Europe: Western	A
Qatar	974	10 - Middle East: Gulf States	C
Romania	40	16 - Europe: Eastern	C
Russia	7	14 - Europe: Russia & CIS	C

Rwanda	250	13 - Africa: Sub-Saharan	C
Samoa	685	9 - Asia-Pacific: Islands	C
Sao Tome & Principe	239	13 - Africa: Sub-Saharan	C
Saudi Arabia	966	10 - Middle East: Gulf States	C
Senegal	221	13 - Africa: Sub-Saharan	C
Serbia	381	16 - Europe: Eastern	C
Seychelles	248	12 - Africa: Southern	C
Sierra Leone	232	13 - Africa: Sub-Saharan	C
Singapore	65	8 - Asia: Southeast, Korea and Japan	A
Slovak Republic	421	15 - Europe: Central	C
Slovenia	386	102 - Europe: Western	C
Solomon Islands	677	9 - Asia-Pacific: Islands	C
Somalia	252	17 - Africa: Eastern	C
South Africa	27	12 - Africa: Southern	B
South Korea	82	8 - Asia: Southeast, Korea and Japan	C
Spain	34	102 - Europe: Western	A
Sri Lanka	94	6 - Asia: Other South	C
St. Helena	290	12 - Africa: Southern	C
St. Kitts/Nevis	869	2 - Americas: Other Central and Caribbean	C
St. Lucia	758	2 - Americas: Other Central and Caribbean	C
St. Vincent & Grenadines	784	2 - Americas: Other Central and Caribbean	C
Sudan	249	17 - Africa: Eastern	C
Suriname	597	2 - Americas: Other Central and Caribbean	C
Swaziland	268	12 - Africa: Southern	C
Sweden	46	102 - Europe: Western	A
Switzerland	41	102 - Europe: Western	A
Syrian Arab Republic	963	11 - Middle East: MENA	C
Taiwan	886	7 - Asia: China, Hong Kong, Taiwan	C
Tajikistan	992	14 - Europe: Russia & CIS	C
Tanzania/Zanzibar	255	13 - Africa: Sub-Saharan	C
Thailand	66	8 - Asia: Southeast, Korea and Japan	C
Togo	228	13 - Africa: Sub-Saharan	C
Tonga	676	9 - Asia-Pacific: Islands	C
Trinidad & Tobago	868	2 - Americas: Other Central and Caribbean	C
Tunisia	216	11 - Middle East: MENA	C
Turkey	90	16 - Europe: Eastern	B
Turkmenistan	993	14 - Europe: Russia & CIS	C
Turks & Caicos	649	2 - Americas: Other Central and Caribbean	C
Tuvalu	688	9 - Asia-Pacific: Islands	C
Uganda	256	13 - Africa: Sub-Saharan	C
Ukraine	380	14 - Europe: Russia & CIS	C

United Arab Emirates	971	10 - Middle East: Gulf States	B
United Kingdom	44	102 - Europe: Western	A
Uruguay	598	4 - Americas: Mercosur and Southern Cone	C
USA	1	101 - Americas: U.S. and Canada	A
Uzbekistan	998	14 - Europe: Russia & CIS	C
Vanuatu	678	9 - Asia-Pacific: Islands	C
Venezuela	58	3 - Americas: Andean	C
Vietnam	84	8 - Asia: Southeast, Korea and Japan	C
Western Sahara	1212	11 - Middle East: MENA	C
Yemen	967	10 - Middle East: Gulf States	C
Zambia	260	13 - Africa: Sub-Saharan	C
Zimbabwe	263	13 - Africa: Sub-Saharan	C

For the purposes of the above:

"**S&P Recovery Rate**" means in respect of each Collateral Debt Obligation and each Class of Rated Notes the recovery rate determined in accordance with the Collateral Management Agreement or advised by S&P; and

"**S&P Recovery Rating**" means, with respect to a Collateral Debt Obligation for which an S&P Recovery Rate is being determined, the "Recovery Rating" assigned by S&P to such Collateral Debt Obligation based upon the tables set forth in this Annex B (*S&P Recovery Rates*).

REGISTERED OFFICE OF THE ISSUER

BlackRock European CLO IX Designated Activity Company
3rd Floor, Kilmore House
Park Lane, Spencer Dock
Dublin 1
Ireland

COLLATERAL MANAGER

BlackRock Investment Management (UK) Limited
12 Throgmorton Avenue
London EC2N 2DL
United Kingdom

COLLATERAL ADMINISTRATOR, CALCULATION AGENT AND INFORMATION AGENT

U.S. Bank Global Corporate Trust Limited
125 Old Broad Street, Fifth Floor
London EC2N 1AR
United Kingdom

TRUSTEE

U.S. Bank Trustees Limited
Fifth Floor, 125 Old Broad Street
London, EC2N 1AR
United Kingdom

REGISTRAR, PRINCIPAL PAYING AGENT, ACCOUNT BANK, CUSTODIAN AND TRANSFER AGENT

Elavon Financial Services Designated Activity Company
Block E, Cherrywood Business Park
Loughlinstown
Dublin
Ireland

IRISH LISTING AGENT

Matheson
70 Sir John Rogerson's Quay
Dublin 2
Ireland

LEGAL ADVISERS

To the Initial Purchaser and the Sole Arranger as to English Law

Cadwalader, Wickersham & Taft LLP
Dashwood House
69 Old Broad Street
London EC2M 1QS
United Kingdom

To the Collateral Manager as to English Law

Weil, Gotshal & Manges (London) LLP
110 Fetter Lane
London EC4A 1AY
United Kingdom

To the Issuer as to Irish Law

Matheson
70 Sir John Rogerson's Quay
Dublin 2
Ireland

To the Trustee as to English Law

Baker McKenzie LLP
100 New Bridge Street
London EC4V 6JA
United Kingdom